

MASTER AGREEMENT

between

ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION

and

ALLENDALE EDUCATION ASSOCIATION, MEA-NEA

July 1, 2011 through June 30, 2013

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MASTER AGREEMENT

between

ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION

and

ALLENDALE EDUCATION ASSOCIATION, MEA-NEA

This Agreement, entered into by and between the BOARD OF EDUCATION (the “Board”) of the ALLENDALE PUBLIC SCHOOL, OTTAWA COUNTY, MICHIGAN (the “District”) and the ALLENDALE EDUCATION ASSOCIATION, MEA-NEA (the “Association”), covers the period hereinafter prescribed in the Duration of Agreement provisions.

ARTICLE 1
Purpose and Intent

- 1.01 The District and the Association recognize: That their joint objective is to provide a quality education to the students of the District, and that the quality of the education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the School Board and Administration. The provisions of this Master Agreement set forth specific rights and obligations of the parties to this Agreement in attempting to work toward the goals stated in this section.
- 1.02 The District and the Association herein set forth their Agreement with respect to rates of pay, wages, hours, and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article II who are covered hereby.

ARTICLE 2
Recognition

2.01 Collective Bargaining Unit

- a. The Board hereby recognizes the Association as the exclusive bargaining agent, for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment, for employees in the following described bargaining unit:

ALL CERTIFIED PROFESSIONAL TEACHING PERSONNEL EMPLOYED BY THE BOARD OF EDUCATION IN POSITIONS WHICH REQUIRE A TEACHING CERTIFICATE, INCLUDING COUNSELORS, SPEECH AND LANGUAGE PATHOLOGISTS AND MEDIA SPECIALISTS WHO POSSESS TEACHING CERTIFICATES (TEACHRS); AND THE FOLLOWING PROFESSIONAL STAFF NOT REQUIRED TO POSSESS TEACHING CERTIFICATES: SCHOOL PSYCHOLOGISTS, SOCIAL WORKERS, OCCUPATIONAL THERAPISTS, SPEECH AND LANGUAGE PATHOLOGISTS, AND COUNSELORS NOT POSSESSING TEACHING CERTIFICATES (ANCILLARY STAFF), but excluding all administrators and supervisors, such as principals, assistant principals, directors, assistant directors, business manager, substitute teachers, community education/adult education teachers who work less than 10 hours per week for less than 10 weeks per year, individuals employed by a consortium, leisure/enrichment class teachers, nurses, aides, paraprofessionals and all other employees of the Board. (Also excluded are community education/adult education teachers who teach only one class.)

- b. Notwithstanding the foregoing bargaining unit description, any community education/adult education teacher who works or is regularly scheduled to work less than three hundred (300) hours per semester shall be subject to and governed by the special terms and conditions contained in this Paragraph 2.01(b), including subparagraphs (1) through (5), (in lieu of the corresponding provisions of this Agreement applicable to other teachers). Teacher meetings and short term per diem subbing shall not count toward the three hundred (300) hour limit.
- (1) Such teachers may, in the Board's discretion (to the extent legally permissible), be paid on an hourly basis in lieu of being issued an individual contract and being paid on a salaried basis. Unless a different rate is agreed upon by the Board, the Association and the employee involved, such teachers shall receive the following hourly rate(s):

	2011-2012*	2012-2013*
Step 1 (during the first full year of service)	21.54	21.76
Step 2 (after 1 full year of service)	22.89	23.12
Step 3 (after 2 full years of service)	24.23	24.47
Step 4 (after 3 full years of service)	25.55	25.81

* Hourly rates increased by final percentage applied to salary schedule.

- (2) Such teachers shall not be eligible to receive any paid insurance, or any other paid benefits, but shall receive paid sick leave for their regularly scheduled hours in accordance with the following:

Step 1:	3 sick days per year
Step 2:	4 sick days per year
Step 3:	5 sick days per year
Step 4:	6 sick days per year

Paid sick leave may not be accumulated from one year to the next.

- (3) Alternative education teachers shall receive act of God days in accordance with the provisions of the Master Agreement (Paragraph 6.08 and Schedule C). Adult education teachers shall be paid for the first two (2) act of God days per year for their regularly scheduled hours.
 - (4) Such teachers may be laid off and/or recalled without regard to the layoff and recall provisions of this Agreement.
 - (5) The District may place a teacher at a step higher than his/her normal step based on qualifications and experience.
- c. In addition to the foregoing bargaining unit description, school social workers who are employed by the District shall be in the bargaining unit as well; provided, however, that such school social workers shall be subject to the special terms and conditions contained in the subsequent Article of this Agreement entitled “School Social Workers.”

2.02 **Teacher Defined.** The term “teacher,” when used in this Agreement (unless otherwise stated), shall refer to all personnel represented by the Association in the bargaining unit defined above.

2.03 **Prohibited Bargaining.** In recognition of the Association’s status as exclusive bargaining agent, the Board agrees not to recognize or negotiate with any other labor organization in contravention of the Association’s rights.

- 2.04 **Legal Rights.** Nothing contained herein shall be construed to deny or restrict to any teacher the rights he/she/they may have under any state or federal laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- 2.05 NOTICE: As required by PA 4 of 2011, if an Emergency Financial Manager is appointed under the local government and school district fiscal accountability act, s/he may reject, modify, or terminate the collective bargaining agreement as provided in that Act.

ARTICLE 3 Board Rights

- 3.01 The Board, on its own behalf and on behalf of the electors of the District, retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or vested in it by the rules, regulations, laws and/or constitution of the State of Michigan and/or United States, or which have been properly exercised by it, except where limited by the provisions of this Agreement.
- 3.02 By way of illustration, but not of limitation, the Board retains the right to establish and enforce rules, regulations and policies; to manage and control school property and facilities; to hire teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; to establish grades and courses of instruction, including special programs, and to determine the athletic, recreational or other programs to be offered; to decide upon the means and methods of instruction; and to determine class schedules, the hours of instruction, and the assignments of teachers with respect thereto.
- 3.03 As used in this Agreement, the term “Board” shall include the District’s authorized administrators.

ARTICLE 4 Association Rights

- 4.01 **School Facilities.** The Association shall have the right to use the District’s office and meeting facilities, and to use its audio-visual and business equipment in the school buildings, at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use. The Association shall be responsible for the cost of any repairs, damage or loss directly attributable to inappropriate or improper use; provided such repairs, damage or loss are not covered by insurance, warranty, and/or service agreements.
- 4.02 **Access to Records.** The Board agrees to furnish the Association Executive Board members, in response to reasonable requests, all normally available financial

information which is not legally exempt from disclosure. Also, the Board agrees to furnish personnel information which is not legally classified as confidential. This information will be provided to the Association at a reasonable cost, not exceeding that allowed by the Michigan Freedom of Information Act.

4.03 **Association Leave.** Up to but not exceeding eight (8) paid days per school year (with each teacher being paid to be counted against the total of eight) shall be granted as Association Leave for the purpose of conducting official Association business; provided, however, that such leave shall be subject to the following terms and conditions: (a) advance notification of not less than forty-eight (48) hours must be provided; (b) not more than three (3) teachers shall be absent at any one time; and (c) not more than two (2) of these teachers shall be from any one area (e.g. elementary, secondary or community education). Up to but not exceeding five (5) additional days per school year shall be allowed, subject to the above terms and conditions, upon the Association's payment for the substitutes.

4.04 **Association Security.**

- a. Teachers newly hired after September 5, 1989 and teachers hired on or before September 5, 1989 who voluntarily joined the Association prior to September 5, 1989 shall, upon completion of thirty (30) calendar days of employment within the bargaining unit and as a condition of continued employment, either: (a) become a member of, and pay dues to, the Association; or (b) pay a service fee to the Association, without becoming a member of it, in an amount (to be determined by the Association within applicable legal requirements) which shall not exceed the dues paid by members of the Association.
- b. Teachers hired on or before September 5, 1989, who did not voluntarily join the Association prior to September 5, 1989 may, in their discretion, comply with the foregoing provisions.
- c. In the event teachers who are obligated to pay a service fee (pursuant to Paragraph 4.04(a) above) fail or refuse to do so, the following procedures shall be followed:
 - (1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - (2) If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the Association Security provisions of this Agreement.

- (3) The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
 - (4) If the teacher was obligated to pay a service fee to the Association (pursuant to Paragraph 4.04(a) above), and if the Board determines that the teacher has refused to either pay the service fee to the Association or authorize payroll deduction for same, then the Board shall, upon the Association's request, deduct the service fee from the teacher's salary and remit same to the Association.
- d. Due to legal requirements established in applicable court decisions, the amount of the service fee payable by non-members (along with other required information) may not be available for transmission to non-members until mid-school year (December, January or February). Consequently, the provisions of this Article relating to the payment or non-payment of service fees by non-members shall be activated thirty (30) days following the Association's notification to non-members (and the Board) of the service fee for the school year. The Association shall also notify the Board of the amount of Association dues.
- 4.05 **Check-Off.** Teachers may, by written and signed authorization, authorize the payroll deduction of Association dues or service fees.
- 4.06 **Indemnification.** The Association shall indemnify and save the Board (individually and collectively), the District and its employees harmless against and from any and all claims, demands, damages, suits, or other forms of liability that may arise out of or by reason of any action taken by it/them for the purpose of complying with the Association Security and/or Check-Off provisions of this Article. If and when an action, either administrative or judicial, is brought against the Board (individually and/or collectively) and/or the District and/or its employees, the Association shall make competent legal counsel available to all such "defendants," for defense of any such action, at the expense of the Association and the Michigan Education Association and the National Education Association. The Association may negotiate a settlement with any teacher in any such action provided it does not result in any cost, expense or liability to the Board (individually or collectively), the District or its employees.
- 4.07 **Bulletin Boards.** The Board shall provide a bulletin board in the faculty lounge at each school level (i.e. elementary, middle school, senior high, and community education). The Association may, upon prior approval (not to be unreasonably withheld) of the Superintendent, use such bulletin boards to post notices of activities and matters of Association concern.

ARTICLE 5
Teacher and Ancillary Staff Rights

5.01 **Rights Under the Law**

The Board and the Association further agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights granted to him/her under the law.

5.02 **Complaint Against An Ancillary Staff Member**

- a. Complaints and/or criticisms pertaining to ancillary staff which are in writing and/or considered by the administrator to merit further consideration shall be promptly brought to the ancillary staff member's attention and shall be discussed with the staff member. If they are to be placed in the staff member's personnel file, any such complaints and/or criticisms shall be in writing, with names of the complainants, date and administrative action taken. Staff members shall have an opportunity to respond to such complaints and/or criticisms, verbally and/or in writing, and any written response shall be kept with the complaint and/or criticism in the staff member's personnel file.
- b. When dealing with such complaints and/or such criticisms pertaining to a teacher, the District or its administrators shall also:
 - (1) Encourage the complainant to discuss his/her concern directly with the ancillary staff member, whenever the administrator believes it is appropriate to do so;
 - (2) Conduct, or cause to be conducted, such investigation of the complaint or criticism as the administrator determines is required to determine its accuracy;
 - (3) Refrain from placing in a staff member's personnel file any complaint or criticism which is found and determined to be inaccurate, and provide such correction or elimination of complaints or criticisms as may be required to render them accurate; and
 - (4) Consider the nature and severity of the complaint or criticism, together with the staff member's prior record of conduct and performance, when determining the disciplinary action (if any) to be taken.

5.03 **Association Representation During Discipline**

Any ancillary staff member whose employment is not regulated by the Michigan Teachers' Tenure Act being disciplined shall be allowed to have an Association representative present at the time.

5.04 **Just Cause for Discipline**

No ancillary staff member whose employment is not regulated by the Michigan Teachers' Tenure Act shall be disciplined without just cause. As used in this paragraph, however, the term "discipline" or "disciplined" shall not include the non-renewal of any probationary teacher. A bargaining unit member whose employment is not regulated by the Michigan Teachers' Tenure Act who has completed his/her probationary period and who has no right of appeal to the State Tenure Commission will not be demoted or discharged without just cause.

5.05 **Teachers' Files and FOIA.** In addition to Paragraph 5.02 (above), the following provisions shall also apply:

- a. Commencing with the 1992-93 school year, the District will establish and maintain a central office (i.e. under the Superintendent's control) personnel file for each teacher, to be considered the teacher's official personnel file.
- b. A teacher, upon request and with or without an Association representative, may review the contents of his/her personnel file, including (upon request) his/her supplemental personnel records maintained by the building administrator or other District officials. Copies of a teacher's personnel file and/or other personnel records shall be provided to the teacher upon request.
- c. If a teacher and the Board agree that material in the teacher's personnel file is erroneous or otherwise inappropriate, such material shall be corrected or removed.
- d. A teacher shall be notified in writing when any material which is adverse to or critical of the teacher is to be placed in his/her personnel file beginning with the 2004-05 school year.
- e. The teacher may submit a written response to any disciplinary record or other material placed in his/her file. The response shall be attached to the disciplinary record or other material to which it applies, and if the disciplinary record or other material is released to a third party, the attached response shall be released with it.
- f. In the event the District receives a Freedom of Information Act (FOIA) request for the personnel file(s), or any portion thereof, of any teacher(s), the District shall promptly so notify the teacher(s) (or in his/her/their absence an Association representative). The District shall provide the teacher(s) (or the Association representative as the case may be) with a copy of the FOIA request before responding to the same.
- g. If the District determines to release any material from a teacher's personnel file in response to a FOIA request, the teacher (or Association representative) shall be so notified and shall, upon timely request, be given (1) an opportunity to

review the material the District has determined to release (prior to its release); and (2) a copy of the material to be released.

- h. When responding to FOIA requests involving a teacher's personnel records, the District shall (unless the parties otherwise agree):
 - (1) Take the maximum time allowed by law to respond to the FOIA request to allow the teacher and/or Association an opportunity to take whatever legal action is available to prevent disclosure of such records; and
 - (2) Divulge only such records as it determines it is legally obligated to disclose.

ARTICLE 6

Teaching Conditions

6.01 **Class Size.** The parties recognize that class size and pupil-teacher ratios are important considerations for instruction and efficient operation of the District. Although the following guidelines are believed to be generally desirable or appropriate, the need for reasonable flexibility (depending upon student course selection, staff availability and scheduling, financial considerations, and other relevant factors) is recognized. Subject to such flexibility, therefore, the class size guidelines are as follows:

- a. In grades K-5, twenty-five (25) pupils per teacher, per session.
- b. In grades 7-12, thirty (30) pupils per teacher, per session.
- c. Grade 6 shall be included in (a) above if it operates on a self-contained classroom basis as part of the elementary school program. Grade 6 shall be included in (b) above if it becomes part of a middle school program.
- d. The above guidelines do not apply to traditional large group instruction (e.g. band, choir, physical education, adult education, etc.).

If the above guidelines are exceeded by more than three (3) pupils per teacher per session, based on official enrollments (i.e. determined on the count day each semester), then the teacher(s) affected by such excess shall receive either (in the Board's discretion): a part-time instructional aide or additional compensation at the rate of Two Hundred Twenty-Five Dollars (\$225.00) per student (per semester) in excess of twenty-eight (28) in grades K-5 (or 6 if applicable), or Sixty Dollars (\$60.00) per student (per semester) in excess of thirty-three (33) in grades 7 (or 6 if applicable) - 12.

- e. It is understood that Special Education Ancillary members do not have the same caseload number maximums as classroom teacher maximums. Special Education Ancillary members may have more or less students on their caseload than there are students within one classroom depending on varying factors. It is recognized that the best practice guidelines for each therapy area should always be considered in relation to caseload numbers. It is agreed that administration will consider factors such as staff member's employment status (part-time, full-time), specific student needs related to their IEP, varying diagnoses within one member's caseload, and workload obligations. If necessary, in order to meet the best practices guidelines and the needs of students as identified by their IEPs, administration will contract for or hire temporary, part-time or full-time staffing.

6.02 **Hours.**

- a. Normal school hours (i.e. instructional hours) shall not exceed six and one-half (6½) hours; and normal teacher hours, including both instructional hours and before/after in-school requirements, shall not exceed seven and one-half (7½) hours.
- b. Community Education teachers will be scheduled for the same amount of time per year as other teachers, including comparable before and after class time.
- c. Elementary Lunch/Team Meetings. Full-time teachers in grades DK through 5 shall be provided with a "lunch period" of 35 minutes per day. Full-time teachers in grades 1 through 5 shall, at least once every other week (on a day of their collective choosing), participate in grade level team meetings. Such meetings may occur during the teachers' regularly scheduled lunch periods.
- d. Full-time teachers in grades 6-12 shall have a thirty-five (35) minute duty-free lunch period. (This is an "average" based on staggered lunch periods of 30 to 40 minutes).
- e. If a teacher's duty-free lunch period is forfeited at the request of administration, then the Schedule "B" lunch supervision rate will be paid for the time so forfeited.
- f. It is understood that Special Education Ancillary staff may have longer work days due to before and after school meetings. Due to this fact, concession on other outside of school obligations will be considered. (e.g: not required to attend all parent-teacher conferences and/or additional personal days in exchange for hours spent in meetings before and after school.)

6.03 **Prep Time and Teaching Schedules.**

- a. In the absence of applicable block scheduling or other special scheduling Letters of Agreement, the following provision shall apply:
 1. In the Middle School (grades 6,7,8) and Senior High, a normal full-time teaching load shall consist of five (5) classes in a six (6) period day, or six (6) classes in a seven (7) period day. One period in the teaching day shall be for planning and preparation, and working with students and parents. If, with the consent of the teacher, this period is used for teaching on a permanent basis, the teacher shall be paid one-sixth (1/6) of the B.A. base pay for the duration of such permanent assignment. If six (6) classes in a seven (7) period day is implemented at the Senior High level, such-Senior High teachers shall not (without their consent) be assigned more than five (5) teaching preparations or more than an aggregate of one hundred fifty (150) students (exclusive of traditional large size classes [e.g. band, choir, physical education, adult education] and study halls).
- b. When elementary teachers' classes are being taught by specialists (e.g. Art, Music, P.E., etc.), they may use such time for the purposes of planning, preparation, conferences and other professional duties related to teaching that will be conducted in the building. Full-time elementary teachers shall be regularly scheduled for a minimum of two hundred (200) minutes of preparation time per week, not including recess and supervised lunch periods.
- c. Full-time elementary Special Education, Art, Music, and Physical Education teachers shall be regularly scheduled for a minimum of two hundred (200) minutes of preparation time per week, not including recess and supervised lunch periods.
- d. An elementary teacher (including but not limited to an elementary specialist) who consents, with the Board's written approval, to assume additional teaching responsibility in lieu of preparation time on a permanent basis shall be paid up to one-sixth (1/6) of the B.A. base pay for the duration of such permanent assignment. This amount shall be pro-rated based on the preparation time lost in relation to two hundred (200) minutes of preparation time per week. Requests for implementation of this provision may be initiated in writing by either the Board or the teacher. Upon receiving any such request, the Board or teacher (as the case may be) shall act upon the request within a reasonable period of time.
- e. Although a specific prep time each school day may not be feasible due to special education scheduling of students being based on least restrictive educational environment; it is also understood that Special Education Ancillary staff members need to have time they can build into each school day for the

planning of treatment sessions and to complete all required documentation, data collection, and paperwork (IEPs, goal writing, progress reporting, medbill, evaluation reports, parent contact).

- 6.04 **Secondary Preparations.** An effort should be made to limit teaching preparations of secondary teachers to a maximum of four preparations. This shall not apply, however, to special education or community education.
- 6.05 **Unpaid Additional Duty Assignments.** Unpaid extra duty assignments (e.g. hall duty, etc.) will first be sought voluntarily, and shall be shared by and distributed among teachers as equitably as reasonably possible; provided, however, that if not enough teachers volunteer, such assignments will be made by the administrator. Teachers will not, however, be assigned recess supervision without their consent.
- 6.06 **Paid Extra Duty Assignments.** Paid extra duty assignments (pursuant to Schedule "B" attached) may be filled or left vacant at the Board's discretion. If the Board determines an extra duty assignment should be filled, and if there are no interested personnel from within the bargaining unit who have the qualifications desired by the Board to fill the assignment, then the Board may fill the position in such manner as it may determine. Non-appointment or re-appointment of any teacher to an extra-curricular assignment (e.g. Schedule "B") shall not be deemed a violation of this Agreement. Schedule "B" vacancies (i.e. positions not being filled by persons in the position during the prior year) shall be posted and shall be filled on a voluntary basis.
- 6.07 **Faculty Meetings.** Staff meetings at which teacher attendance is required, other than committee meetings and meetings on school time, shall be held not more than twice a month and shall not extend more than one (1) hour beyond the regular work day (as defined in this Agreement). In extra-ordinary circumstances, or upon mutual agreement between the principals and the faculty involved, the frequency and/or length of the meetings may be increased.

It is understood that Special Education Ancillary staff attend specific ancillary team meetings monthly and this can suffice instead of regular attendance at all building staff meetings; especially for staff who service in more than one building within the district. Through communication with building principals, it is agreed that one building meeting will be attended per month in addition to the specific ancillary team meeting. Further attendance at faculty meetings can be requested by a building principal if there is a specific topic that applies to ancillary staff members and it would benefit them to participate in. It is understood that due to scheduled IEP meeting obligations after school at multiple buildings, an ancillary team member may not be able to attend a requested building staff meeting.

- 6.08 **Lesson Plans.** Each teacher shall maintain written daily lesson plans, which indicate methods and assignments to be used. It is understood that these plans are subject to change. A copy of weekly written plans should be submitted to the

appropriate administrator by Monday A.M. The lesson plans shall be sufficient, in both form and substance, to allow a substitute to understand and follow them. As an alternative to a substitute's use of lesson plans, a teacher may provide a special set of three day lesson plans which are related to course objectives but which could be introduced into the class curriculum at any point.

- 6.09 **Storm Day**. Teachers are not required to appear for work on days that school is closed because of a storm or other "Act of God," and shall suffer no loss of pay or benefits. It may be necessary to make up these days later in the year as required to avoid loss or reduction of full funding (e.g. state aid, etc.). Such make-up days shall be worked without additional pay or benefits.
- 6.10 **Work-Related Benefits**. The Board agrees to provide the following work-related benefits:
- a. Availability of telephones;
 - b. Teacher lounges;
 - c. Parking facilities;
 - d. Inter-school mail service; and
 - e. Classroom cleaning.
- 6.11 **Summer School**. In the event that the Board holds a Summer School Program, the following provisions shall apply:
- a. The District shall post all summer school teaching positions with class sizes not to exceed 12 students. The district shall also post a teacher coordinator position (if no AEA member applies, the position may be filled by an administrator).
 - b. An additional hour per day may be added to the teaching time, depending upon enrollment for planning and preparation.
 - c. One planning hour every two weeks will include a thirty (30) minute staff meeting.
 - d. The teacher shall be paid at the adult education hourly rate corresponding to his/her years of experience. The coordinator/teacher shall be paid at the adult education hourly rate corresponding to his/her years of experience plus six dollars and fifty cents (\$6.50) per hour.
- 6.12 **Elementary Recess Duty** DK-5 morning or afternoon recess time is counted as instructional time to meet state requirements. Teachers and ancillary staff are expected to supervise recess on a rotational basis to be determined by the building administrator as part

of the professional staff's instructional assignment. Teachers and ancillary staff members do not receive additional compensation for their normal morning or afternoon recess supervision. If an indoor recess is called for inclement weather, teachers are expected to supervise their classrooms as part of instructional time. Regardless of inclement weather, teachers are not expected to supervise recess during regular duty-free lunch periods.

If a teacher or ancillary staff member takes more recess duties than normally scheduled for all teachers, s/he would be compensated at the Lunch Supervision rate for those recesses/supervisions above the norm.

ARTICLE 7

Leaves

7.01 **Child Care Leave.** Child care leaves shall be available, subject to and in accordance with the following terms and conditions:

- a. Child care leaves shall be without pay, without benefits, and without experience credit; provided, however, that accrued benefits shall be retained during the leave.
- b. Child care leaves shall only be used to care for a teacher's child or children (including stepchildren), and not for any other purpose.
- c. Child care leaves will be granted for up to one (1) year, and may be subject to renewal for not more than one (1) additional year.
- d. Requests for child care leaves, or any renewal thereof, shall be made in writing to the Superintendent at least sixty (60) calendar days prior to commencement of the leave or renewal, and shall include proposed beginning and ending dates for the leave. In emergency situations, the sixty (60) day period may be waived by the Superintendent.
- e. The granting or denial of any request for child care leave or renewal shall be in the Board's discretion, depending upon the availability of certified and qualified replacements, instructional considerations, etc.; provided, however, that approval of such requests shall not be unreasonably withheld.
- f. The Board may require that return from a child care leave only occur upon commencement of a new semester; and teachers returning from a child care leave will be assigned to the former position.

7.02 **Jury Duty and Court Witness.**

- a. A teacher called for jury duty shall be compensated for the difference between the regular teaching pay and any compensation received for the performance of such obligation.

- b. A teacher subpoenaed into court, to give testimony in a case or proceeding in which the Association is not a party and in which the teacher has no personal business or financial interest (e.g. by virtue of other employment or investment interests, etc.), shall be compensated for the difference between the regular teaching pay and any witness fees received.

7.03 **Bereavement Leave.**

- a. Each teacher will be granted a special leave of up to three (3) working days as needed due to the death of a member of the immediate family. This leave is in addition to the sick leave. Definition of "immediate family" is parent, grandparent, brother, sister, husband, wife, son, daughter, the parent or grandparent of a spouse, or any person who has taken the place of the direct relative (i.e. foster parents, etc.). The teacher may request additional leave if necessary in connection with the death of an immediate family member. Any such additional leave shall be deducted from the teacher's accumulated paid sick leave. Such requests shall be made to the Superintendent and shall be subject to the Superintendent's sole discretion.
- b. A teacher desiring to attend the funeral or memorial service for a relative (beyond the immediate family) or for a close friend, may request a leave for such purpose of up to two (2) working days as a deduction from the teacher's accumulated paid sick leave. Such requests shall be made to the Superintendent and shall be subject to the Superintendent's sole discretion.
- c. Bereavement leave in excess of that allowed pursuant to subparagraphs a and b above may be requested on an unpaid basis. Such requests shall also be made to the Superintendent and shall be subject to the Superintendent's sole discretion. Reasonable documentation may be required by the Superintendent in connection with the use of any bereavement leave, whether paid or unpaid.

7.04 **Personal Business.**

- a. Each teacher will, with prior approval based only on the reasonable availability of qualified substitutes, be granted two (2) days each year to be used for personal business. These days will not count as sick leave days. These days are not accumulative.
- b. Each teacher shall be reimbursed at the current year's sub pay rate (i.e. first year daily sub rate) for any unused personal business days for the current school year. In order to be eligible for reimbursement teachers must submit a reimbursement form to their building principal on or before June 30 of the current school year.

7.05 **Granting of Other Leaves.** Granting of other leaves shall be at the discretion of the Board. Upon return, the teacher will be assigned to the former position.

7.06 **Sick Leave.**

- a. Teachers shall be granted paid sick leave at the rate of fifteen (15) days per school year; and earned but unused sick leave may be accumulated up to but not exceeding one hundred twenty (120) days.
- b. Sick leave may be used for the following purpose(s):
 - (1) The teacher's inability to work due to his/her illness, injury or disability. (Disability resulting from pregnancy or child birth shall be treated like any other disability); and
 - (2) Up to three (3) days per illness may be used in connection with the illness, injury or disability of a member of the teacher's immediate family (defined as spouse and/or children).
- c. The Board may require verification of paid sick leave claims.

7.07 **Visitation Days.** All teachers are allowed to take one (1) day each year to visit other schools or to attend education conferences with prior approval. Additional days may be granted at the discretion of the Board.

7.08 **Part-Time Proration.** The paid leave benefits prescribed in Sections 7.03, 7.04, 7.06 and 7.07 (pertaining to bereavement leave, personal business, sick leave, and visitation days respectively) shall apply to full-time teachers. If a part-time teacher works one-half (1/2) time or more, these paid leave benefits shall be pro-rated (based on the teacher's status in relation to full-time status). A part-time teacher working less than one-half (1/2) time shall only be eligible for pro-rated bereavement leave and sick leave benefits.

7.09 **Family and Medical Leave.**

- a. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act ("FMLA") for the purposes permitted by the FMLA. Such purposes include:
 - (1) The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
 - (2) Because of a serious health condition of a teacher's spouse, child or parent;

- (3) Because of a teacher's own serious health condition.
 - (4) A qualified employee who is the spouse, son, daughter, parent, or next of kin to a member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list for a serious injury or illness, may also take up to 26 weeks of leave to care for that member of the Armed Forces.
 - (5) A qualified employee may take FMLA leave up to 12 weeks in response to a covered family member's "qualifying emergency," that arises out of a call to active duty service in support of a contingency operation.
- b. For FMLA leave purposes, the terms "child" and "parent" shall be as defined in the FMLA and/or its applicable regulations. As currently defined, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a teacher standing *in loco parentis*, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability; and the term "parent" means a biological parent or an individual who stood *in loco parentis* to the teacher when the teacher was a child. ("Parent" does not include "in-laws.")
 - c. To be eligible for a FMLA leave, a teacher must have worked for the District: (1) for at least twelve (12) months, and (2) for at least 1250 hours during the past twelve (12) month period.
 - d. Teachers seeking to use FMLA leave shall provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable.
 - e. Teachers seeking to use (and/or using) FMLA leave may be required to provide:
 - (1) Medical certifications supporting the need for leave due to a serious health condition affecting the teacher or an immediate family member;
 - (2) Periodic reports during FMLA leave on the teacher's status and intent to return to work; and/or
 - (3) Such further medical opinions and/or fitness certification as may be permitted by the FMLA (in accordance with the FMLA).
 - f. An FMLA leave may be taken on an intermittent or reduced schedule basis, to the extent permitted and in the manner prescribed by the FMLA, when medically necessary.

- g. Paid sick leave time shall be counted as part of the FMLA leave time when the FMLA leave is used for purposes for which paid sick leave is available and applicable. All other FMLA leave time shall, however, be unpaid.
- h. Limitations found under Section 108 of the FMLA (pertaining to “special rules concerning employees of local educational agencies”) shall apply; and the Board reserves all rights conferred upon school districts under the FMLA.
- i. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations; and, in the event of conflict between the provisions of the FMLA and its regulations and the provisions of this Agreement, the provisions of the FMLA and its regulations shall control.

ARTICLE 8
Seniority, Layoff and Recall

8.01 **Seniority.** Seniority shall be defined as the length of continuous and uninterrupted employment by the District since the employee’s last date of hire. The following provisions shall apply:

- a. Effective with the 2011-12 school year, should more than one employee have the same last date of hire, ties in seniority shall be broken based on the time stamp when the employee signed his/her offer letter.
- b. Employees on layoff (with recall rights) or leave of absence shall maintain their seniority, during such layoffs or leaves, at the level in effect at the time the layoff or leave of absence commenced.
- c. On or about November 1 of each year, the District shall provide the Association with a current seniority list.

8.02 **Definitions.** As used in this Article, the following definitions shall apply:

- a. **Certification** (or certified) shall mean: Possessing a current and valid “provisional” or “continuing” or “permanent” or “professional” teaching certificate appropriate to the teaching level, subject area(s) and assignment.

8.03 **Layoff.** When the Board determines it is necessary to reduce the bargaining unit staff, the following procedures will be followed with respect to ancillary staff members whose employment is not regulated by the Michigan Teachers’ Tenure Act:

- a. The Board will determine the educational program(s) to be offered, the number of persons to be laid off, and the specific position(s) to be reduced or eliminated.

The Association shall be notified of any proposed layoffs through its President, and shall be advised in writing by the Board concerning which positions and/or teachers would be affected including transfers and reassignments.

- b. An ancillary staff member not subject to the Teacher Tenure Act (“Staff Member”) being laid off pursuant to the foregoing procedure shall be offered an opportunity to displace (i.e. “bump”) the least senior staff member in the District in a specific position (if any) for which the laid off staff member is certified and qualified. The staff member shall be advised of the specific position into which he/she may “bump”; and, if he/she elects to “bump,” the staff member being “bumped” will be laid off instead; provided, however, that the “bumped” staff member shall also be afforded the same “bumping” rights. A staff member who elects not to exercise his/her “bumping” rights may not, following layoff, choose to do so.
- c. For the purposes of bumping, a part-time staff member may bump the least senior full or part time staff member in a specific position (if any) for which the laid off part time staff member is certified and qualified. A part-time staff member may decline a full time bump and retain rights to recall when available.
- d. A reduction in hours shall constitute a partial layoff; a staff member whose hours are reduced may elect to accept partial employment or be laid off. Rejection or acceptance of partial employment will not affect the staff member’s right to recall when available.
- e. Staff members being laid off shall be notified in writing not less than thirty (30) calendar days before their work is to be curtailed.
- f. Staff members who have not completed their period of probation with the District at the time of their layoff shall retain recall rights (unless abandoned or forfeited) with the District for a period not exceeding two (2) years following their layoff.

8.04 **Recall**

- a. Ancillary staff members being recalled shall receive written notice of recall, by certified mail (return receipt requested) sent to their last known address, at least ten (10) calendar days before the recall is to become effective. A copy of the notice shall be sent or given to the Association. Notice shall be deemed to have been given upon such mailing to the staff member and notice to the Association. Failure to timely acknowledge and accept such recall will be deemed an abandonment or forfeiture of the staff member’s recall rights; provided, however, that if the recalled staff member is unable to accept the recall by virtue of being under a conflicting contract (for a period of one [1] year or less) with another school district, and if such staff member notifies the

Superintendent (in writing) of the conflict within ten (10) calendar days following receipt of the recall notice, then such staff member may reject the recall opportunity without losing his/her future recall rights.

ARTICLE 9

Professional Participation

- 9.01 **Curriculum Development.** Teacher participation in curriculum development is an important function and a professional responsibility. The teachers and the administration shall work cooperatively on curriculum development.
- 9.02 **Teacher Participation.** Attendance at school programs is expected to reflect the individual teacher's acceptance of professional responsibilities. Administrators may require attendance at special programs, such as musicals, elementary programs, etc.
- 9.03 **Professional Development Days.** Teachers are required to attend all professional development days as required by the Board of Education or administration. A minimum of five (5) days per year will be provided for the purpose of professional development. There is no proration of this participation requirement for part-time teachers

ARTICLE 10

Insurance Benefits

10.01 **Group Health Insurance.**

Effective November 1, 2011, regular full-time employees and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group health insurance program (MESSA Choices II, with the \$10 (generic)/\$20(name brand) prescription co-pay, \$10 Office Visit co pay and with a \$300/\$600 deductible) provided through the Employer. The employer will reimburse the employee the last \$100/\$200 of the deductible.

Premium Payment.

- (1) Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employee will pay 10% of the MESSA Choices II premium by payroll deduction through a 125 Plan.

Effective July 1, 2012 the Employee will pay 15% of the MESSA Choices II (\$300/\$600 deductible, \$10/\$20 prescription card and the \$10 Office Visit co pay) premium by payroll deduction through a 125 plan. The Employer will reimburse the employee the last \$100/\$200 of the deductible.

- (2) For regular part-time employees (working one half [1/2] time or more), the Employee will pay 10% of the MESSA Choices II premium by payroll deduction through a 125 Plan. The Employer will pay 90% of the premium for the eligible employee only (i.e. single subscriber rate); provided, however, that eligible dependents (including an eligible spouse) may be added at the employee's expense.

Effective July 1, 2012 the Employee will pay 15% of the MESSA Choices II (\$300/\$600 deductible, with the \$10/\$20 prescription card and the \$10 Office Visit copay) premium by payroll deduction through a 125 plan. The Employer will reimburse the employee the last \$100/\$200 of the deductible.

Upon attainment of Medicare eligibility, or when Medicare Part B is elected while receiving Social Security disability benefits, the Employer shall pay its share (i.e. depending upon full-time or part-time status) of the Medicare Part B premiums.

NOTE: The health plan must comply with 2011 PA 95.

10.02 Group Dental Insurance.

- a. Regular full-time employees shall be eligible to participate in a group dental insurance program (MESSA Delta Dental) provided through the Employer with the following coverage:

Class I 100% and Class II 90% with annual maximum of \$1,000
Class III 90% with annual maximum of \$2,000
Class IV 80% with lifetime maximum of \$1,500
Internal and External Coordination of Benefits

- b. Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the full premium for such coverage.

10.03 Group Vision Insurance.

- a. Regular full-time employees shall be eligible to participate in a group vision insurance program (MESSA Vision Service Plan 3) provided through the Employer.
- b. Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the full premium for such coverage.

10.04 **Long Term Disability Insurance.**

- a. Regular full-time employees, and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group long term disability insurance program (MESSA Long Term Disability) provided through the Employer. The group long term disability insurance program shall be available to such employees only (and not their spouses or other eligible dependents), and shall (to the extent commercially available) include the following features or components:
 - (1) 66-2/3% of salary up to a monthly maximum of \$5,000;
 - (2) Ninety (90) calendar day modified fill;
 - (3) Social Security freeze;
 - (4) Mental/nervous/alcohol/drug waiver;
 - (5) Old retirement benefit;
 - (6) 10% minimum benefit; and
 - (7) Primary Social Security offset only.
- b. The Employer will pay the full premium for such coverage.

10.05 **Group Term Life Insurance.**

- a. Regular full-time employees, and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group term life insurance program (MESSA Negotiated Term Life) provided through the Employer. The group term life insurance program shall be available to such employees only (and not their spouses or other eligible dependents), and shall (to the extent commercially available) include the following features or components: (1) coverage in the amount of \$45,000 for death by natural cause; (2) accidental death and dismemberment (AD&D); and (3) waiver of premium (WOP).
- b. The Employer will pay the full premium for such coverage.

10.06 **Continuation/Termination of Group Insurance Benefits/Payments.**

- a. Group insurance coverage pursuant to this Article shall be provided, and the Employer's contributions toward its cost shall be continued, as follows:
 - (1) For eligible employees who work the full school year, such coverage and contributions shall continue during the full twelve (12) month insurance year (commencing September 1 and ending August 31).
 - (2) For eligible employees who fail to work the full school year due to termination, resignation or layoff, such coverage and contributions shall continue until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of termination,

resignation or layoff; provided, however, that group long term disability insurance coverage and contributions shall not be continued following termination, resignation or layoff.

- (3) For eligible employees who are unable to work due to illness or injury, such coverage and contributions shall continue during the paid sick leave and through the calendar month in which the employee's paid sick leave benefits are exhausted.
 - (4) For eligible employees who are on an unpaid leave of absence, such coverage and contributions shall continue through the calendar month in which the unpaid leave of absence commenced.
 - (5) In the event of a covered employee's death, the Employer shall continue payment of the applicable contributions for group health insurance for the employee's eligible and covered dependents (including an eligible spouse) for the balance of the twelve (12) month insurance year (ending August 31).
- b. If an eligible employee desires to continue group insurance coverage during any period with respect to which the Employer's payment obligation does not exist or apply (e.g. during an unpaid leave of absence, etc.), the eligible employee shall have sole responsibility for making all arrangements and payments necessary for the continuation of such coverage at the employee's own expense. (This provision shall not, however, preclude an eligible employee from arranging and continuing group insurance coverage, at the employee's own expense, through the Employer's group billing process provided the employee remains eligible for such group coverage.)
 - c. Furthermore, notwithstanding the fact that the Employer's contributions toward the cost of any group insurance program may be discontinued as provided above, eligible employees and/or their eligible dependents shall have such rights (if any) to extended group health insurance coverage, at their own expense, as are prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA-Pub. Law 99-272), as amended.

10.07 **Carriers and Benefits.**

- a. The insurance carrier(s) providing the various group insurance benefits prescribed in this Article may be changed at any time upon mutual agreement of the parties, provided that the group health plan complies with 2011 PA 93 and 95 and any other applicable law.
- b. In addition to any terms and conditions prescribed herein, all group insurance benefits provided pursuant to this Article shall be further subject to any and all terms, conditions and/or limitations (e.g. regarding eligibility, enrollment,

benefits, etc.) prescribed by the particular group insurance policies and/or programs involved.

10.08 **Respective Responsibilities.**

- a. The Employer's responsibility with respect to the above group insurance benefits shall be limited to the prompt payment of its premium obligations on behalf of eligible employees. In addition, the Employer shall make group insurance information available to eligible employees, including applications and claim materials as furnished by the insurance carriers.
- b. Employees who are eligible for and/or participating in group insurance programs provided through the Employer shall be responsible for keeping the Employer informed, in writing, of any and all changes in their personal status (e.g. marital status, eligible dependents, etc.) which may affect their group insurance benefits.

10.09 **Alternate Insurance or Cash in Lieu of Health Insurance.**

- a. Employees hired prior to the 2007-2008 school year who are eligible for but do not elect group health insurance benefits provided by the Employer pursuant to this Article, may instead elect to receive a cash benefit, under the Employer's Section 125 Plan, in the amount of \$5,053.00. Employees hired for the 2007-2008 school year and thereafter, who are eligible for but do not elect group health insurance benefits provided by the Employer pursuant to this Article, may instead elect to receive a cash benefit under the Employer's Section 125 Plan, in the amount of \$3,950.00. The employee shall be responsible for his/her share of FICA taxes in accordance with the requirements of the IRS, but shall not be responsible for the Employer's share of FICA taxes.
- b. Eligible employees may purchase additional group insurance coverage at their own expense.
- c. Subject to applicable rules and regulations, employees may participate, on a salary reduction basis, in a tax deferred annuity program from a list of Board-approved annuity programs.

10.10 **Payroll Deductions.**

- a. An eligible employee's contribution toward the cost of any group insurance benefits provided pursuant to this Article shall be paid by the employee by payroll deduction; provided, however, that if an employee's pay on any occasion is not sufficient to do so, then and in such event the employee shall timely remit the required contribution to the Employer.

- 10.11 **Section 125 Plan.** The Allendale Public Schools Section 125 Plan (i.e. within the meaning of Section 125 of the Internal Revenue Code), effective as of April 1, 1999, as amended, shall apply to employees in accordance with the terms and conditions of said Plan. The benefit provisions of the Plan, as they pertain to bargaining unit members, shall not be altered or amended without Association approval.

ARTICLE 11

Pay Schedule and Other Benefits

- 11.01 **Pay Schedule Placement.** The placement of teachers on the salary schedule (Schedule “A”) shall be as follows:
- a. When employing new teachers with previous teaching experience, their initial placement on the salary schedule will be determined by the Superintendent.
 - b. To be eligible for the “BA+” column, a teacher must have earned 18 credit hours (from an accredited institution of higher education) after attaining the BA degree. To be eligible for this, however, a teacher must either: (i) possess a “continuing” or “professional” certificate or (ii) have at least 18 credit hours beyond the BA degree which qualify toward a “continuing” or “professional” certificate.
 - c. To be eligible for the “MA+15” column, a teacher must have earned 15 graduate level credit hours (from an accredited institution of higher education) after attaining the MA degree.
 - d. To be eligible for the “MA+30” column, a teacher must have earned 30 graduate level credit hours (from an accredited institution of higher education) after attaining the MA degree.
 - e. Lateral movement on the Salary Schedule (e.g. from “BA+” to “MA,” etc.) will not be made retroactively, but will instead commence effective with the first pay period following the District’s receipt of proper written verification of the teacher’s eligibility for such movement.
- 11.02 **Pay Schedule Advancement.** Commencing with the 2004-05 school year (i.e. based on 2003-04 work schedules), teachers shall be given full year credit advancement on the salary schedule at the beginning of each school year if they teach 50% or more the previous year. Teachers working less than 50% shall advance one-half (1/2) step on the salary schedule.
- 11.03 **Retirement.** Member Investment Plan (MIP) participants will have a payroll deduction in accordance with the terms of the plan as defined by M.P.S.E.R.S.

11.04 **Early Retirement Incentive.**

- a. An early retirement incentive is calculated as follows: Years of Allendale Public School service x .005 x salary base (i.e. BA base). In addition the Employer shall pay an amount equal to the M.P.S.E.R.S. health insurance retiree cost, provided however that this benefit shall not exceed \$1,000.00 per year. (This provision [M.P.S.E.R.S. health insurance maximum] shall not apply to persons having retired prior to September 1, 2004.) The employee must be receiving a M.P.S.E.R.S. regular pension and be at least age 52 to be eligible for this incentive. The incentive is recalculated each year on the current salary and health insurance cost schedules. The incentive shall be paid as part of the regular bi-weekly payroll, until the employee reaches age 62.
- b. For teachers who are eligible for a yearly payment pursuant to paragraph 11.04(a) above, the employer shall, during the first five (5) years following retirement and to the extent permitted by law, make the entire payment as an employer contribution directly into the employee's 403 (b) account established by the employee from the Board approved list of companies as per this Agreement. Employees shall not have an option to receive cash. These payments by the District are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC). Any yearly payments remaining due the employee beyond five (5) years following retirement shall then be made to the employee and shall be subject to appropriate deductions and withholdings (e.g. for taxes, etc.).

11.05 **Retirement Service Credit (In Lieu of 11.04).** This section will sunset June 30, 2013. A teacher with fifteen (15) or more years of teaching service in the Allendale Public Schools who is eligible to retire under the Michigan Public School Employees Retirement System and who, at the time of retirement, has twenty-seven (27) or more but less than thirty (30) years of credited service, shall (upon retirement from the Allendale Public Schools) be eligible to have the District purchase up to three (3) years of retirement service credit according to the following schedule:

- 27 years of service credit - 3 years
- 28 years of service credit - 2 years
- 29 years of service credit - 1 year

The District will purchase portions of years where needed to reach 30 years of service credit. (For example, if a teacher had 27.2 years of service credit, the District would purchase 2.8 years.) The District shall not, however, purchase any service credit which would result in the teacher acquiring more than thirty (30) years of service credit; and no teacher will be reimbursed for any years of service credit already purchased by the teacher.

The retirement service credit to be purchased by the District shall be at the lowest cost available. (For example, if the teacher is eligible for prior out-of-state service credit, military service credit, etc., then the same shall be purchased to fulfill the District's obligation. If the teacher is not eligible for reduced price service credit, then the District shall fulfill its obligation by purchasing generic or universal service credit.)

Eligible teachers who elect to retire under the provisions of this section (11.05), must, as a condition of receiving any purchased service credit under section 11.05, provide the Superintendent with written notice of their retirement date and of their desire to receive such purchased service credit at least six (6) months prior to the date of their retirement. Teachers who retire and receive the purchased service credit benefits available under this section (11.05) shall not be eligible for retirement incentive benefits under Section 11.04.

Any payments made under this section will be made in accordance with applicable provisions of the Michigan Public School Employees Retirement Act and of the M.P.S.E.R.S. guidelines. The teacher shall be responsible for his/her tax liability.

Language to be developed to allow a retired teacher to return to the district at a designated compensation for 3 years by mutual consent of the Superintendent and the teacher.

- 11.06 **Retiree Rehire** By mutual consent of the Superintendent and a retired teacher, the District may rehire a retiree to work up to 3 years for the district at a level of compensation not to exceed the retirement system cap.
- 11.07 **Tuition Reimbursement**. The Employer shall reimburse a teacher for tuition up to six semester hours per year after a permanent or continuing or professional education certificate. These hours must be approved by the administration in advance of course registration. Payment will be made within four weeks after a grade report (evidencing successful completion) and a receipt are received. The actual cost shall not exceed the highest dollar amount per credit hour at Western Michigan University, Michigan State University or Grand Valley State University. Effective with the start of the 2007-2008 school year, the limit will be \$2,000 per employee per year.
- 11.08 **Pay Installments**. Payday shall generally be every other Friday; and teachers may annually elect, in advance of the first pay period of each school year, one of the following payment options:
- a. Twenty-one (21) bi-weekly installments; or
 - b. Twenty-six (26) bi-weekly installments (except for certain years when it will be 27).

The payment option elected shall be irrevocable for the balance of the school year. Paychecks shall be distributed to teachers in sealed envelopes.

- 11.09 **Pay Dates During Vacation.** In the event a scheduled pay date occurs during vacation (i.e. Thanksgiving, Christmas, spring break or summer recess), the District shall, on or before the scheduled pay date, mail the paychecks and/or direct deposit stubs to teachers who make written request for such mailing to the Business Manager.
- 11.10 **Curriculum Work.** Service on a District curriculum committee shall be required for grade level or department chairpersons. All other teachers working on such committee(s) shall be designated (in writing) by the Curriculum Director and shall be paid, at the hourly rate contained in Schedule B, for all documented hours of committee service (up to such limits as may be imposed by the District) occurring when school is not in session (e.g. during the summer), during duty-free lunch periods or preparation periods, and before/after the teacher's regularly scheduled work day. Curriculum committee work shall occur at such times as are determined or approved by the Curriculum Director.
- 11.11 **Certification Costs.** The District shall reimburse teachers for the fees assessed by the Michigan Department of Education for the initial professional education teaching certificate, and for subsequent renewals (required every five [5] years) of the professional education teaching certificate. This provision does not apply to the application, renewal or reinstatement of continuing, permanent, life or provisional certificates.
- 11.12 **Merit Pay.** The District shall pay a lump sum in June (off schedule) in the amount of \$400 to those professional staff members who earned a "Highly Effective" rating on their professional evaluation for that school year. Those professional staff members who earned an "Effective" rating on their professional evaluation will receive a lump sum payment in June (off schedule) in the amount of \$200.

ARTICLE 12

Individual Contracts and Master Agreement

- 12.01 **Individual Contracts.** The individual contracts executed between teachers and the Board are subject to the terms and conditions of this Agreement and, in the event of conflict, the provisions of this Agreement shall supersede the provisions of said individual contracts.
- 12.02 **Master Agreement.** The Board shall provide each teacher with a copy of this Master Agreement.

ARTICLE 13
Miscellaneous Provisions

- 13.01 **Special Education/Least Restrictive Environment.** The following special education/least restrictive environment provisions shall apply:
- a. **Placement Information.** Any teacher who, as a result of an IEPT placement, will be providing instructional or other services for a student with a disability in a special or regular education classroom setting shall be provided with all relevant information pertaining to the student's placement in such setting as soon as reasonably possible after the IEPT at which the placement was determined.
 - b. **Problems.** If any teacher advises the District, in writing, of any reasonable basis to believe that problems exist in the implementation of a student's current IEP which negatively impact the student's educational progress and/or impede the learning progress of non-disabled students in the same classroom setting, the teacher shall have the right to call a meeting of appropriate staff to discuss the problems and possible solutions.
 - c. **Training.** The District will provide in-service (and/or other) training to teachers regarding the instruction and behavioral management of students with disabilities in general education classroom settings, and the IEPT process. All special education teachers shall (unless previously trained) be provided with training in the use of such testing materials and/or testing procedures as may be required by the District.
 - d. **IEPT Attendance.** When an IEPT is reasonably expected to result in initial placement (or continued placement) of a student in a general education classroom, the Special Education Director will determine which teachers should be invited to participate in the IEPT. Such participation shall, however, be permitted only to the extent legally appropriate and then only to the extent appropriate classroom coverage is reasonably available. Teachers are expected to attend if the IEPT is within the 7 ½ hour work day.
 - e. **Medical Procedures.** Teachers will not be required to perform clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures in order to maintain a student in the classroom.

13.02 **Special Education Inclusion Programs.**

To the extent a special education inclusion delivery system is used by the District in grades 2 through 5, the District and the Association shall bargain over all mandatory subjects of bargaining pertaining to the system.

13.03 **Mentor Teachers.** For purposes of complying with Section 1526 of the School Code (as amended), the following mentor teacher (“Mentor”) provisions shall apply:

- a. Mentors shall be selected and assigned by the District (i.e. administration) as follows:
 - (1) A Mentor shall be a member of the bargaining unit with tenure or with at least four (4) years of seniority.
 - (2) If, however, there are not enough qualified bargaining unit members available who agree to serve as Mentors, then a Mentor may be selected and assigned from outside the bargaining unit. As used in this Paragraph 13.03a., the term “qualified” shall mean having the training and experience (e.g. grade level and subject matter) and other characteristics (e.g. demonstrated success in teaching skills and strategies) appropriate to a mentoring assignment.

If a Mentor is selected from outside the bargaining unit, and if the Mentor has no actual instructional (i.e. student classes) responsibility in addition to his/her responsibility as a Mentor, then and in such event the Mentor shall not be a bargaining unit member.
- b. No teacher (i.e. bargaining unit member) shall be assigned or required to serve as a Mentor except on a voluntary and consensual basis.
- c. Mentors shall not be asked or required to perform teacher evaluations and shall not be required to participate in disciplinary proceedings involving the mentee.
- d. The Mentor shall serve as a master teacher for the purposes contemplated by Section 1526 of the School Code. As such, the Mentor shall provide confidential professional support, instruction and guidance to the beginning classroom teacher.
- e. The District shall, at its expense and without cost to the Mentor, provide training to a teacher who agrees to serve as a Mentor.
- f. Upon request, the administration may make available release time so the Mentor may work with the mentee in his/her assignment during the regular work day.

- g. Mentor/mentee assignments shall be made on an annual basis, and shall be subject to periodic review at the request of the Mentor, mentee, and/or the District.
- h. When a teacher is assigned and agrees to serve as a Mentor, he/she shall be paid one thousand dollars (\$1,000.00) per mentee assignment per school year when mentoring a first year teacher, and seven hundred fifty dollars (\$750.00) per mentee assignment per school year when mentoring a second or third year or newly reassigned teacher. In situations where two mentors are needed for one teacher, they will share the compensation with each mentor receiving half of the stipend. The Mentor will log, at minimum, one (1) hour per school week of consultation with the mentee and one (1) classroom visit per month with the mentee.

13.04 **Bloodborne Pathogens.** The District shall in all regards, including (without limitation) the initial training of new teachers, the retraining of existing teachers, and the provision of appropriate equipment, devices and supplies (e.g. gloves, disinfectant, etc.), comply with all applicable OSHA standards pertaining to occupational exposure to bloodborne pathogens in an educational setting. The full cost of such compliance shall be borne by the District.

Furthermore, Hepatitis B vaccine shall be made available, through a provider selected by the District (e.g. County Health Department) and without cost to the teacher, for any teacher whose assignment includes rendering first aid or who has an occupational exposure to blood or other potentially infectious materials (“OPIM”), and for any teacher who renders assistance in an occupational situation involving the presence of blood or OPIM.

13.05 **Student Discipline and Administrative Support.** Recognizing that the establishment and maintenance of positive learning environments requires effective student control and discipline by classroom teachers, and that this requires support by the administration and the Board, the District will provide teachers with administrative support and assistance including (but not limited to) the following:

- a. The District shall establish rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, teachers and parents at the commencement of each school year.
- b. Teachers will be provided administrative support and assistance in enforcing the code of student conduct; and continued efforts will be made to assure teachers that they can teach with a minimum of disruption and abuse.

13.06 **After School Reading Program.** If the District determines, in its discretion, to offer an after school remedial reading program (reading program) in which students

from Grand Valley State University (GVSU) act as volunteer tutors to District students, the following provisions shall apply:

- a. Organization and supervision of the reading program shall be provided by District teachers who shall supervise the GVSU tutors, oversee the lessons being taught, and supervise the students in the reading program.
- b. Teacher participation in the reading program shall be voluntary; and the supervising teachers shall be paid for all hours spent working on the reading program outside their regular work day.
- c. Supervising teachers shall keep a log listing the dates and times spent in the reading program outside their regular work day. These logs shall be turned in to the District's Business Office at the end of each semester (or more frequently if requested by the District) to determine the amounts to be paid. As a condition of such payment, the time spent must be approved in writing by the building administrator within limits set by the administration. Pay shall be at the hourly rate established in Schedule B. Payment shall occur as soon as reasonably possible following submission of the logs.

13.07 **Shared Time Teachers.** In the event the District determines, in its discretion, to enter into any agreements with the Allendale Christian School or other schools to provide instruction for the students of those schools, the following shall apply:

- a. Teachers hired as "shared time teachers" shall be provided with a specific schedule showing the percent of time the teacher will work in the District, and the percent of time the teacher will work in the sharing school.
- b. (Example: The District may hire a shared time art teacher to teach two-fifths (0.4) of a position. The teacher may be scheduled to provide the equivalent of one and one-half (1½) days of instruction for Allendale Christian School and one-half (½) day of instruction for the District. The specific days and hours will be determined by the District in consultation with the art teacher and Allendale Christian School.)
- c. Shared time teachers shall be considered to be in the Association's bargaining unit for all of the hours they are scheduled to work as "shared time teachers," whether in the District or in the sharing school. They shall be covered by all of the provisions of the Master Agreement between the District and the Association.
- d. If instruction is provided on the premises of the sharing school, the teacher shall be reimbursed for mileage at the maximum rate allowable (without taxation) by the Internal Revenue Service for the miles driven between the District and the sharing school in connection with the shared time program.

- e. The shared time teacher shall follow the hours of the District when s/he is teaching in the District, and the hours of the sharing school when s/he is teaching in the sharing school.
- f. The shared time teacher shall be scheduled for preparation time in accordance with the provisions of the Master Agreement, as if s/he were teaching his/her entire assignment in the District.
- g. The shared time teacher shall be expected to attend parent-teacher conferences in both school districts.
- h. In the event a shared time program is discontinued during the school year, the provisions contained in Article 8 of the Master Agreement shall apply.

13.08 **ESEA (No Child Left Behind Act)**

- a. It is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit to the District verification of any tests or courses passed which are relevant to his/her “highly qualified” status.
- b. If any actions required by the Board or District under NCLB result in a duty to bargain under the Public Employment Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow a reasonable opportunity for bargaining prior to the deadlines specified in the NCLB.
- c. For the purposes of this Section, reference to “NCLB” shall include the state companion legislation together with all applicable regulations promulgated under either the federal or state statutes.

13.09 **Department and Grade Level Chairpersons**

- a. Department and Grade Level Chair positions will be determined by the Superintendent.
- b. Department and Grade Level Chairpersons will be paid at the Schedule B rate and will serve 3 year terms unless terminated by either the teacher or the administrator. A Department or Grade Level Chair can be selected to concurrent terms of service.
- c. Department and Grade Level Chairpersons shall be selected by an interview process with administrators and interested department/grade level teachers. The final decision will remain with the supervising administrator.
- d. Department and Grade Level Chairpersons shall be members of the Building School Improvement Team, the District Improvement Team, and the

Professional Learning Steering Committee. Their duties and responsibilities are outlined in the Department and Grade Level Chairperson's Job Description.

- e. Evaluation of Department or Grade Level Chairpersons will be by the supervising administrator in Domain 4 of the Teacher Evaluation Framework and by a Department/Grade Level Chairperson Feedback Form completed by colleagues.

ARTICLE 14 Ancillary Staff

- 14.01 Ancillary staff members who are employed by the District and are in the bargaining unit (and therefore subject to this Agreement), pursuant to the "Recognition" clause of this Agreement (e.g. ¶2.01(c)) shall be subject to the special terms and conditions contained in this Article.
- 14.02 Ancillary staff members shall satisfy all applicable certification and/or licensure requirements.
- 14.03 Ancillary staff members shall be covered by the provisions of the Master Agreement except as follows:
 - a. Paragraph 6.01 (Class Size) shall not apply.
 - b. Paragraph 6.02 (Hours) shall not apply; provided, however, that ancillary staff members shall not be regularly scheduled for more than an average of seventy-five (75) hours per two week pay period.
 - c. Paragraph 6.03 (Prep Time and Teaching Schedules) shall not apply.
 - d. Paragraph 6.04 (Secondary Preparations) shall not apply.
 - e. Paragraph 6.07 (Lesson Plans) shall not apply.
 - f. Other provisions of the Master Agreement shall not apply to ancillary staff members if the terms of such other provisions expressly exclude ancillary staff members. If the District and the Association agree to additional contract provisions that are clearly and obviously inapplicable to ancillary staff members, such provisions shall not apply to the ancillary staff members.
- 14.04 The normal working schedule for ancillary staff members will be determined by the District and may differ from the working schedule of its certified teachers; provided, however, that ancillary staff members shall not (in any school year) be required to commence work sooner than the teacher starting date or to continue working beyond the teacher ending date.

- 14.05 Ancillary staff members shall be deemed probationary employees during the first four (4) full school years of their employment with the District.
- 14.06 Ancillary staff members shall not acquire tenure with the District in the ancillary staff position.

ARTICLE 15
Grievance Procedure

- 15.01 **Definition:** A grievance shall be defined as a written complaint filed by a teacher, group of teachers, or the Association based on an alleged violation of the provisions of this Agreement. The term “grievant” shall mean the teacher(s) and/or Association filing the grievance.
- 15.02 **Exclusions:** Notwithstanding the foregoing definition, it is understood and agreed that the following matters are not subject to and may not be processed under the grievance procedure contained in this Agreement:
 - a. Teacher evaluations, except with respect to procedural violations.
 - b. The non-renewal of any probationary teacher.
 - c. Non-appointment or non-reappointment of any teacher on extra-curricular assignment (e.g. Schedule “B”).
 - d. The discharge or demotion of any tenured teacher, or any other matter appealable to the State Tenure Commission, where the teacher has filed an appeal with, or continues to have a right of appeal to, the State Tenure Commission. A teacher who does not elect to exercise his/her rights under the Teacher Tenure Act shall have the right to grieve (provided the matter is otherwise grievable).
 - e. Any subject or matter designated by law as a prohibited subject of bargaining.
- 15.03 **General Provisions:**
 - a. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
 - b. Nothing contained herein shall be construed as limiting the right of a grievant to discuss a matter informally with any appropriate member of the administration or Board in an effort to resolve the matter without recourse to the grievance procedure.

- c. No reprisals of any kind will be taken by or against any party or participant in the grievance procedure by reason of his/her good faith participation.
- d. The term “days,” as used in this grievance procedure shall mean and refer to school days (i.e. days when students are scheduled to be in attendance).
- e. The number of days indicated at each level of the grievance procedure shall be considered a maximum, and the parties shall attempt to expedite the process when reasonably possible. The time limits contained in the grievance procedure may be compressed or extended, in writing, by mutual consent.
- f. A grievance which is not timely filed or appealed shall be considered as dropped or abandoned, and may not thereafter be processed. In the event the administration fails or neglects to issue a timely answer or response, the grievance will be deemed to have been denied and may be appealed to the next level.
- g. Nothing contained within this Article or within the Agreement shall be construed or applied to cause the Board to violate any provision of the Michigan Revised School Code or Section 15 of the Public Employment Relations Act.

15.04 **Specific Procedures:** In addition to the foregoing, the following specific procedures shall be followed:

Level One - Immediate Supervisor:

- a. A grievance must be in writing, and must be filed with the principal or appropriate administrator and the Association within thirty (30) days following occurrence of the grievable event, or within thirty (30) days following the time when it was detected, but in no event later than sixty (60) days following occurrence of the grievable event.

The written grievance shall be written on the grievance form attached hereto as Schedule “D” and must:

- (1) Be identified as “individual” or “Association,” and shall be signed by the grievant;
- (2) Identify the specific provision(s) of this Agreement which have been allegedly violated;
- (3) State the facts supporting the alleged violation; and
- (4) Specify the relief requested.

- b. Within ten (10) days following receipt of the grievance, the principal or appropriate administrator shall meet with the grievant and/or the Association to hear and discuss the grievance.
- c. Within ten (10) days following the meeting at Level One, the principal or appropriate administrator shall issue a written response to the grievance and provide a copy of the same to the grievant and the Association.

Level Two - Superintendent:

- a. If a grievance is not satisfactorily resolved at Level One, the grievant may appeal it to the Superintendent, in writing, within ten (10) days following receipt of the Level One written answer (or following the time when it should have been received if it was not timely received).
- b. Within ten (10) days following receipt of the grievance, the Superintendent shall meet with the grievant and/or the Association to hear and discuss the grievance.
- c. Within ten (10) days following the meeting at Level Two, the Superintendent shall render a written decision on the grievance and provide a copy of the same to the grievant and the Association.

Level Three - Board:

- a. If a grievance is not satisfactorily resolved at Level Two, the grievant may appeal it to the Board, in writing, within ten (10) days following receipt of the Level Two written answer (or following the time when it should have been received if it was not timely received). The written appeal to Level Three (Board) shall, however, be filed with the Superintendent.
- b. Within thirty (30) days of the receipt of the grievance, the Board shall meet with the grievant and/or the Association to hear and discuss the grievance. The meeting shall be open or closed, at the option of the grievant (but only to the extent permitted by the Open Meetings Act).
- c. Within twenty (20) days following the meeting at Level Three, the Board shall render a written decision on the grievance and provide a copy of the same to the grievant and the Association.
- d. Individual grievant(s) shall not have the right to process a grievance beyond this level. Only the Association may appeal grievances beyond Level Three.

Level Four - Arbitration Panel:

- a. If a grievance is not satisfactorily resolved at Level Three, the Association (but not an individual grievant) may appeal it to a three (3) member Arbitration

Panel, in writing, within thirty (30) days following receipt of the Level Three written answer (or following the time when it should have been received if it was not timely received). The written appeal to Level Four (Arbitration Panel) shall be filed with the Superintendent and with the American Arbitration Association (AAA). The rules and procedures of the AAA shall (to the extent consistent with the provisions of this Agreement) apply to the arbitration proceedings under this Agreement.

- b. All arbitration proceedings at Level Four (Arbitration Panel) shall be subject to all of the following terms and conditions:
 - (1) The Board and the Association shall each appoint one (1) member to the Arbitration Panel. Such appointees shall be residents of the District, shall be eighteen (18) years of age or older, shall not be or have been employed by either the Board or the MEA, and shall not be either a present or past member of the Board or the MEA. No such appointee shall be compelled to serve against his/her will; and all such appointees shall serve without fee or remuneration, except that an appointee may be reimbursed (by the party having made the appointment) for expenses reasonably incurred by the appointee in serving on the Arbitration Panel.
 - (2) The third member of the Arbitration Panel shall be selected and appointed in accordance with the rules and procedures of the American Arbitration Association (AAA). The person appointed by the AAA shall chair or preside over the Level Four hearing before the Arbitration Panel. The cost or expense of the person appointed by the AAA shall be shared equally by the District and the Association, but any costs or expenses individually incurred by the parties shall be borne by the party incurring the cost or expense.
 - (3) The Arbitration Panel shall issue a written decision and provide a copy of the same to the Board and the Association. A majority decision by the three (3) member Arbitration Panel, if within its scope of authority (as herein prescribed and limited), shall be final and binding and judgment thereon may be entered in any court of competent jurisdiction.
 - (4) Not more than one (1) grievance shall be heard by the Arbitration Panel at any one time, except by mutual agreement of the parties.
 - (5) The Arbitration Panel shall have no authority to add to, subtract from, disregard, alter or modify any provision(s) of this Agreement.
 - (6) The Arbitration Panel shall not change or alter any policies, rules and/or actions of the District which are not specifically in violation of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.

- (7) The Arbitration Panel shall not hear any grievance previously barred from the scope of the grievance procedure.
- (8) The Arbitration Panel shall not make any adjustment or settlement of a grievance retroactive beyond the date of the grievable occurrence. No decision in any one case shall require retroactive adjustment in any other case.
- (9) The Arbitration Panel shall not award any punitive damages.
- (10) Any compensation award shall be subject to the retroactivity limitations prescribed herein.
- (11) The Arbitration Panel shall have no authority to award new salary schedules or to otherwise modify established salary schedules.

ARTICLE 16
Duration of Agreement

16.01 This Agreement shall take effect on September 14, 2011, after ratification by both parties, and shall thereafter remain in full force and effect, without change, addition, or amendment (except by mutual agreement), from said date to June 30, 2013 at 11:59 p.m.

ALLENDALE EDUCATION
ASSOCIATION, MEA-NEA

BOARD OF EDUCATION
(ALLENDALE PUBLIC SCHOOL)

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Negotiating Committee Member

By _____
Superintendent of Schools

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

By _____
MEA UniServ Director

SCHEDULE A

Allendale Public School District

1.01

SALARY SCHEDULE 2011-2012
SHOWING AN INCREASE OF 1.0% on base
No steps awarded

	BA	BA+	MA	MA+15	MA+30
Step	SALARY	SALARY	SALARY	SALARY	SALARY
1	\$38,364	\$39,066	\$41,163	\$42,524	\$43,373
2	\$40,304	\$40,943	\$43,219	\$44,648	\$45,572
3	\$42,244	\$42,822	\$45,274	\$46,776	\$47,767
4	\$44,183	\$44,700	\$47,331	\$48,902	\$49,965
5	\$46,122	\$46,577	\$49,383	\$51,029	\$52,161
6	\$48,041	\$48,454	\$51,583	\$53,313	\$54,405
7	\$49,958	\$50,330	\$53,784	\$55,599	\$56,653
8	\$51,873	\$52,207	\$55,984	\$57,884	\$58,897
9	\$53,790	\$54,084	\$58,185	\$60,168	\$61,143
10	\$55,707	\$55,959	\$60,382	\$62,452	\$63,387
11	\$56,551	\$57,287	\$61,965	\$63,962	\$65,106
12	\$57,394	\$58,613	\$63,548	\$65,472	\$66,823
13	\$58,239	\$59,938	\$65,130	\$66,982	\$68,541
14	\$59,083	\$61,266	\$66,710	\$68,490	\$70,259
15	\$59,929	\$62,594	\$68,294	\$69,998	\$71,976
16	\$60,303	\$63,047	\$68,813	\$70,416	\$72,586
17	\$60,677	\$63,501	\$69,333	\$70,834	\$73,193
18	\$61,051	\$63,955	\$69,852	\$71,253	\$73,803
19	\$61,424	\$64,407	\$70,373	\$71,670	\$74,413
20	\$61,800	\$64,862	\$70,892	\$72,088	\$75,022
21	\$62,084	\$65,223	\$71,533	\$72,776	\$76,286
22	\$62,367	\$65,587	\$72,171	\$73,468	\$77,549
23	\$62,651	\$65,951	\$72,812	\$74,154	\$78,812
24	\$62,935	\$66,314	\$73,451	\$74,843	\$80,075
25	\$63,218	\$66,676	\$74,091	\$75,532	\$81,339

Allendale Public School District
 SALARY SCHEDULE 2012-2013
 SHOWING AN INCREASE OF 1.0% on base
 Steps awarded – but not paid

	BA	BA+	MA	MA+15	MA+30
Step	SALARY	SALARY	SALARY	SALARY	SALARY
1	\$38,748	\$39,457	\$41,574	\$42,949	\$43,807
2	\$40,707	\$41,353	\$43,651	\$45,095	\$46,027
3	\$42,667	\$43,250	\$45,726	\$47,243	\$48,245
4	\$44,625	\$45,147	\$47,804	\$49,391	\$50,465
5	\$46,584	\$47,043	\$49,877	\$51,539	\$52,683
6	\$48,521	\$48,938	\$52,099	\$53,846	\$54,950
7	\$50,458	\$50,833	\$54,322	\$56,155	\$57,220
8	\$52,392	\$52,729	\$56,544	\$58,463	\$59,486
9	\$54,327	\$54,624	\$58,767	\$60,769	\$61,754
10	\$56,264	\$56,519	\$60,986	\$63,077	\$64,021
11	\$57,116	\$57,859	\$62,585	\$64,602	\$65,757
12	\$57,968	\$59,199	\$64,183	\$66,127	\$67,492
13	\$58,821	\$60,537	\$65,781	\$67,652	\$69,226
14	\$59,674	\$61,879	\$67,378	\$69,175	\$70,962
15	\$60,528	\$63,220	\$68,977	\$70,698	\$72,696
16	\$60,906	\$63,677	\$69,501	\$71,120	\$73,311
17	\$61,284	\$64,136	\$70,026	\$71,542	\$73,925
18	\$61,661	\$64,594	\$70,551	\$71,966	\$74,541
19	\$62,039	\$65,051	\$71,077	\$72,387	\$75,157
20	\$62,418	\$65,510	\$71,601	\$72,808	\$75,773
21	\$62,705	\$65,875	\$72,248	\$73,504	\$77,048
22	\$62,990	\$66,243	\$72,893	\$74,202	\$78,324
23	\$63,278	\$66,610	\$73,540	\$74,895	\$79,600
24	\$63,564	\$66,977	\$74,185	\$75,592	\$80,875
25	\$63,850	\$67,343	\$74,832	\$76,287	\$82,152

SCHEDULE B
Allendale Public School
Extra-Curricular Pay Schedule

Schedule B: Extra Duty Assignments

Type of Activities	Activity Title	Grade Level	Gender	Position	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 10	Yr. 15	Yr. 20	Yr. 25	
Academic	Class Advisor	9-12		Senior Class	2	2	2	2	2	3	4	5	6	
				Senior Class	2	2	2	2	2	3	4	5	6	
				Junior Class	2	2	2	2	2	3	4	5	6	
				Junior Class	2	2	2	2	2	3	4	5	6	
				Sophomore Class	2	2	2	2	2	3	4	5	6	
		Dept/Gr. Level Chair	6-12		Freshman Class	2	2	2	2	2	3	4	5	6
	Applied Arts Chair				3	3	3	3	3	4	5	6	7	
	Art Chair				3	3	3	3	3	4	5	6	7	
	ELA Chair				3	3	3	3	3	4	5	6	7	
	ELA Chair				3	3	3	3	3	4	5	6	7	
	LOTE Chair				3	3	3	3	3	4	5	6	7	
	Math Chair				3	3	3	3	3	4	5	6	7	
	Math Chair				3	3	3	3	3	4	5	6	7	
	Music Chair				3	3	3	3	3	4	5	6	7	
	PE/Health Chair				3	3	3	3	3	4	5	6	7	
	Science Chair				3	3	3	3	3	4	5	6	7	
	Science Chair				3	3	3	3	3	4	5	6	7	
	Social Studies Chair				3	3	3	3	3	4	5	6	7	
	Social Studies Chair				3	3	3	3	3	4	5	6	7	
	Special Education Chair				3	3	3	3	3	4	5	6	7	
Special Education Chair	3	3	3	3	3	4	5	6	7					
	DK-K			Grade Level Chair	3	3	3	3	3	4	5	6	7	
Grade Level Chair				3	3	3	3	3	4	5	6	7		
Grade Level Chair				3	3	3	3	3	4	5	6	7		
Grade Level Chair				3	3	3	3	3	4	5	6	7		
Grade Level Chair				3	3	3	3	3	4	5	6	7		
	Interact	9-12		Grade Level Chair	3	3	3	3	3	4	5	6	7	
Sponsor				2	2	2	2	2	3	4	5	6		
Sponsor				2	2	2	2	2	3	4	5	6		
Sponsor				2	2	2	2	2	3	4	5	6		
School Competition				2	2	2	2	2	3	4	5	6		
	Quiz Bowl	9-12		Regional Competition	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5		
Sponsor				6	6	6	6	6	7	8	9	10		
	First Robotics	9-12		Sponsor	6	6	6	6	6	7	8	9	10	
	Lego Robotics	6-8		Sponsor	3	3.5	4	4	4	5	6	7	8	
	Lego Robotics	3-5		Sponsor	3	3.5	4	4	4	5	6	7	8	
	Red Zone	9-12		Manager	4	4	4	4	4	5	6	7	8	

Type of Activities	Activity Title	Grade Level	Gender	Position	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 10	Yr. 15	Yr. 20	Yr. 25
	Science Olympiad	9-12		Coach	6	6	6	6	6	7	8	9	10
		9-12		Assistant	3	3	3	3	3	4	5	6	7
		6-8		Coach	6	6	6	6	6	7	8	9	10
		6-8		Assistant	3	3	3	3	3	4	5	6	7
	Student Congress	9-12		Sponsor	3	3.5	4	4	4	5	6	7	8
		6-8		Sponsor	2	2.5	3	3	3	4	5	6	7
	Yearbook	9-12		Editor	3	3.5	4	4.5	5	6	7	8	9
		6-8		Editor	2	2.5	3	3.5	4	5	6	7	8
	Youth in Gov't	9-12		Sponsor	2	2	2	2	2	3	4	5	6
Athletics	Athletic Dev. Coord.	9-12			8	9	10	11	12	13	14	15	16
	Baseball	Varsity	Boys	Head Coach	8	9	10	11	12	13	14	15	16
		JV	Boys	Coach	5	5.5	6	6.5	7	8	9	10	11
		Freshman	Boys	Coach	5	5.5	6	6.5	7	8	9	10	11
	Basketball	Varsity	Boys	Head Coach	12	13	14	15	16	17	18	19	20
			Girls	Head Coach	12	13	14	15	16	17	18	19	20
		JV	Boys	Coach	6	7	8	9	10	11	12	13	14
			Girls	Coach	6	7	8	9	10	11	12	13	14
		Freshman	Boys	Coach	5	5.5	6	6.5	7	8	9	10	11
			Girls	Coach	5	5.5	6	6.5	7	8	9	10	11
		8 th Gr.	Boys	Coach	3	3.5	4	4.5	5	6	7	8	9
			Girls	Coach	3	3.5	4	4.5	5	6	7	8	9
		7 th Gr.	Boys	Coach	3	3.5	4	4.5	5	6	7	8	9
			Girls	Coach	3	3.5	4	4.5	5	6	7	8	9
	Bowling	Varsity		Coach	6	7	8	9	10	11	12	13	14
	Fall Cheerleading	Varsity		Head Coach	3	3.5	4	4.5	5	6	7	8	9
		JV		Coach	2	2.5	3	3.5	4	5	6	7	8
	Comp. Cheer	Varsity		Head Coach	6	7	8	9	10	11	12	13	14
		JV		Coach	3	3.5	4	4.5	5	6	7	8	9
		7-8		Coach	3	3.5	4	4.5	5	6	7	8	9
	Cross Country	Varsity	Boys	Head Coach	8	9	10	11	12	13	14	15	16
				Assistant	5	5.5	6	6.5	7	8	9	10	11
		Varsity	Girls	Head Coach	8	9	10	11	12	13	14	15	16
				Assistant	5	5.5	6	6.5	7	8	9	10	11
		7-8	Boys	Coach	3	3.5	4	4.5	5	6	7	8	9
				Assistant	2	2.5	3	3.5	4	5	6	7	8
		7-8	Girls	Coach	3	3.5	4	4.5	5	6	7	8	9
				Assistant	2	2.5	3	3.5	4	5	6	7	8
	Football	Varsity		Head Coach	12	13	14	15	16	17	18	19	20
				Assistant	6	7	8	9	10	11	12	13	14
		JV		Coach	6	7	8	9	10	11	12	13	14
				Assistant	5	5.5	6	6.5	7	8	9	10	11
		Freshman		Coach	5	5.5	6	6.5	7	8	9	10	11
				Assistant	4	4.5	5	5.5	6	7	8	9	10
	Golf	Varsity		Coach	6	7	8	9	10	11	12	13	14
		JV		Coach	3	3.5	4	4.5	5	6	7	8	9

Type of Activities	Activity Title	Grade Level	Gender	Position	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 10	Yr. 15	Yr. 20	Yr. 25
	Soccer	Varsity	Boys	Head Coach	8	9	10	11	12	13	14	15	16
			Girls	Head Coach	8	9	10	11	12	13	14	15	16
		JV	Boys	Coach	5	5.5	6	6.5	7	8	9	10	11
			Girls	Coach	5	5.5	6	6.5	7	8	9	10	11
		7-8	Boys	Coach	3	3.5	4	4.5	5	6	7	8	9
			Girls	Coach	3	3.5	4	4.5	5	6	7	8	9
	Softball	Varsity	Girls	Head Coach	8	9	10	11	12	13	14	15	16
		JV	Girls	Coach	5	5.5	6	6.5	7	8	9	10	11
		Freshman	Girls	Coach	5	5.5	6	6.5	7	8	9	10	11
	Tennis	Varsity		Head Coach	6	7	8	9	10	11	12	13	14
		JV		Coach	3	3.5	4	4.5	5	6	7	8	9
	Track	Varsity	Boys	Head Coach	8	9	10	11	12	13	14	15	16
			Boys	Assistant	5	5.5	6	6.5	7	8	9	10	11
		Varsity	Girls	Head Coach	8	9	10	11	12	13	14	15	16
			Girls	Assistant	5	5.5	6	6.5	7	8	9	10	11
		7-8	Boys	Coach	3	3.5	4	4.5	5	6	7	8	9
			Girls	Coach	3	3.5	4	4.5	5	6	7	8	9
	Volleyball	Varsity	Girls	Head Coach	12	13	14	15	16	17	18	19	20
		JV	Girls	Coach	6	7	8	9	10	11	12	13	14
		Freshman	Girls	Coach	5	5.5	6	6.5	7	8	9	10	11
		8 th Gr.	Girls	Coach	3	3.5	4	4.5	5	6	7	8	9
		7 th Gr.	Girls	Coach	3	3.5	4	4.5	5	6	7	8	9
	Wrestling	Varsity		Head Coach	12	13	14	15	16	17	18	19	20
				Assistant	6	7	8	9	10	11	12	13	14
		6-8		Coach	3	3.5	4	4.5	5	6	7	8	9
				Assistant	2	2.5	3	3.5	4	5	6	7	8
Fine Arts	Art Fair	DK-3		Coordinator	2	2	2	2	2	3	4	5	6
				Asst. Coordinator	1.5	1.5	1.5	1.5	1.5	2.5	3.5	4.5	5.5
		4-5		Coordinator	2	2	2	2	2	3	4	5	6
		6-8		Coordinator	2	2	2	2	2	3	4	5	6
		9-12		Coordinator	2	2	2	2	2	3	4	5	6
	Band (Concert)	6-8		Director	3	3.5	4	4.5	5	6	7	8	9
		9-12		Director	3	3.5	4	4.5	5	6	7	8	9
	Band (Marching)	9-12		Director	4	5	6	7	8	9	10	11	12
				Assistant Director	2	2.5	3	3.5	4	5	6	7	8
				Color Guard	2	2.5	3	3	3	4	5	6	7
				Drum Line	2	2.5	3	3	3	4	5	6	7
	Band (Pep Band)	9-12		Director	1	1.5	2	2	2	3	4	5	6
	Drama Club	9-12		Sponsor	2	2	2	2	2	3	4	5	6
		6-8		Sponsor	2	2	2	2	2	3	4	5	6
	Vocal Music Concerts	9-12		Director	3	3.5	4	4.5	5	6	7	8	9
		6-8		Director	3	3.5	4	4.5	5	6	7	8	9
		6-8		Honors Choir Director	2	2.5	3	3.5	4	5	6	7	8
		K-3	Choir	Director	1	1.5	2	2.5	3	4	5	6	7
		4-5	Choir	Director	1	1.5	2	2.5	3	4	5	6	7

Type of Activities	Activity Title	Grade Level	Gender	Position	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 10	Yr. 15	Yr. 20	Yr. 25
	Music Performances	K-3		Director	1	1.5	2	2.5	3	4	5	6	7
		4-5		Director	1	1.5	2	2.5	3	4	5	6	7
	Theater	9-12	Play	Director	5	5	5	5	5	6	7	8	9
				Assistant	2	2	2	2	2	3	4	5	6
			Musical	Director	6	6	6	6	6	7	8	9	10
				Assistant	2	2	2	2	2	3	4	5	6
				Pit Orchestra Director	1	1.5	2	2	2	3	4	5	6
		6-8	Play	Director	3	3.5	4	4.5	5	6	7	8	9
Hourly	Band Camp	9-12											
	G-T Class/Club	K-12		Sponsor									
	Homework Center	9-12		Supervisor/Tutor									
	Recess/ Intramurals	K-12		Supervisor									

FOOTNOTES:

1. All percentages are at the BA Base salary (See Schedule A). Increments (within ranges) are as follows: (A) Progression within 2% ranges is at ½% per year of assignment, (B) Progression within 4% ranges is at 1% per year of assignment, (C) Progression within 1% ranges is at ½% per year of assignment.
2. Any teacher in a single Allendale Schedule B position for ten (10) years or more (which is not an hourly rate position) shall receive an additional 1% of the BA Base Salary, added to the above stipends. Thereafter, an additional 1% shall be added after 15, 20, and 25 years, and every five (5) years more.
3. The term “hourly rate” as used above shall be \$25.50.
4. Decisions regarding whether or not to have additional teams at any level shall be made by the Athletic Director. Decisions regarding whether to add additional positions in the Academic or Fine Arts areas will be made by the Superintendent.
5. The Intramural rates, at all levels, are payable only for assignments which are before or after the regular school day and which are not part of the employee’s regular schedule.
6. Schedule B Staff Members are expected to complete a Schedule B Contract form with their Administrator at the beginning of each year/season.

SCHEDULE C**DK-12 School Year Calendar
2011-2012**

Aug. 29	Monday	Oakwood Intermediate Open House & Orientation - 6:30-8:00 PM (4-5)
Aug. 30	Tuesday	DK-K Open House & Bus Orientation – 6:30-8:00 PM
Aug. 31	Wednesday	Evergreen/Springview Open House and Orientation - 6:30- 8 PM (Grades 1- 3)
Sept. 6	Tuesday	First day of School Grades DK-9 Middle School Open House/Orientation- 6:30- 8 PM
Sept. 7	Wednesday	First day of School Grades 10-12 High School & New Options Open House/Orientation- 6:30-8 PM
Oct. 21	Friday	1/2 Day for Students – DK-12 – AM
Nov. 7	Monday	DK-12 Parent/Teacher Conferences 5:30-8 PM
Nov. 8	Tuesday	1/2 Day for Students – DK-12 – AM DK-12 Parent /Teacher Conferences – 12:30- 3:00 PM & 5:30- 8 PM
Nov. 22	Tuesday	End of 1st Trimester for 9-12
Nov. 23, 24, 25	Wed.- Fri.	Thanksgiving Vacation- No School- DK-12
Dec. 5	Monday	1/2 Day for Students – DK-12 – AM
Dec.19 – Jan. 2	Mon.- Mon.	Christmas Break- No School- DK-12
Jan. 3	Tuesday	School Resumes- DK-12
Jan. 30	Monday	No School DK-12
Feb. 2	Thursday	9-12 Parent Teacher Conferences 5:30-8:00 PM
Feb. 16	Thursday	DK-5 No School 6-12 Full Day of School
Feb. 17 & 20	Fri. & Mon.	Mid-Winter Break – No School – DK 12
March 2	Friday	1/2 Day for Students -- DK-12—AM
March 28	Wednesday	DK-8 Parent/Teacher Conferences 5:30- 8 PM
March 29	Thursday	1/2 Day for Students DK-5—AM DK-5 Parent/Teacher Conferences 12:30-3:30 Full Day for Students 6-12
March 30-April 6	Fri.- Fri.	Spring Break- No School- DK-12
April 9	Monday	School Resumes- DK-12
May 28	Monday	Memorial Day- No School
June 7	Thursday	1/2 Day for Students – DK-12 – AM
June 8	Friday	Last 1/2 Day for Students – DK-12 – AM

DK-12 School Year Calendar 2012-2013

Aug. 27	Monday	Elementary Open House & Orientation - 6:30-8:00 PM (Grades 1-3)	
Aug. 28	Tuesday	DK-K Open House – 6:30-8:00 PM	
Aug. 29	Wednesday	Oakwood Intermediate Open House and Orientation - 6:30- 8 PM (Grades 4 & 5)	
Sept. 4	Tuesday	First day of School DK-9 Middle School Open House/Orientation- 6:30- 8 PM	
Sept. 5	Wednesday	First day of School 10-12 High School & New Options Open House/Orientation- 6:30-8 PM	
Oct. 17	Wednesday	6-12 Parent/Teacher Conferences 5:30-8 PM	
Oct. 18	Thursday	1/2 Day for Students 6-12—AM 6-12 Parent/Teacher Conferences 12:30-3:00 PM & 5:30-8 PM	
Oct. 19	Friday	1/2 Day for Students – DK-12 – AM	
Nov. 6	Tuesday	DK-5 Parent/Teacher Conferences 5:30-8 PM	
Nov. 8	Thursday	1/2 Day for Students – DK-5 – AM DK-5 Parent /Teacher Conferences – 12:30- 3:00 PM & 5:30- 8 PM	
Nov. 9	Friday	DK-5 No School	6-12 Full Day of School
Nov. 21, 22, 23	Wed.- Fri.	Thanksgiving Vacation- No School- DK-12	
Nov. 29	Thursday	1/2 Day for Students 6-12 – AM	
Nov. 30	Friday	1/2 Day for Students DK-12 – AM	End of 1 st Trimester for 6-12
Dec. 24 – Jan 4	Mon.- Fri.	Christmas Break- No School- DK-12	
Jan. 7	Monday	School Resumes- DK-12	
Jan. 28	Monday	No School DK-12	
Jan 31	Thursday	9-12 Parent Teacher Conferences 5:30-8:00 PM	
Feb. 15 & 18	Fri. & Mon.	Mid-Winter Break – No School – DK 12	
Feb. 19	Tuesday	DK-5 No School	6-12 Full Day of School
March 5	Tuesday	Junior Class to take ACT	
March 6	Wednesday	1/2 Day for Students 6-12 – AM	
March 7	Thursday	1/2 Day for Students DK-12 – AM	End of 2 nd Trimester for 6-12
March 19	Tuesday	DK-8 Parent/Teacher Conferences 5:30- 8 PM	
March 21	Thursday	1/2 Day for Students DK-5 Full Day for Students 6-12	DK-5 Parent/Teacher Conferences–12:30-3:30 PM & 5:30 to 8 PM 6-8 Parent/Teacher Conferences–5:30 to 8 PM
March 29-April 5	Fri.- Fri.	Spring Break- No School- DK-12	
April 8	Monday	School Resumes- DK-12	
May 27	Monday	Memorial Day- No School	
June 6	Thursday	1/2 Day for Students – DK-12 – AM	
June 7	Friday	Last 1/2 Day for Students – DK-12 – AM	

SCHEDULE D
Allendale Education Association
GRIEVANCE REPORT FORM

Grievance # _____ **Date Filed:** _____

Building: _____ **Assignment:** _____

Name of Grievant: _____ **Individual** ___ **AEA** ___ **Both** ___

LEVEL 1: SUPERVISOR LEVEL

A. **Date Cause of Grievance Occurred:** _____

B. **Statement of Grievance (Facts Supporting Alleged Violation):**

C. **Specific Contract Provisions Violated:**

D. **Relief Sought:**

Signature of Grievant/AEA *Date*

E. **Disposition of Supervisor:** _____

Signature of Principal/Supervisor *Date*

Allendale Education Association
GRIEVANCE REPORT FORM (cont.)

F. **Position of Grievant and/or AEA:** _____

Signature of Grievant/AEA *Date*

LEVEL 2: SUPERINTENDENT LEVEL

A. **Date Received by Superintendent:** _____

B. **Disposition of Superintendent:** _____

Signature of Superintendent *Date*

C. **Position of Grievant and/or AEA:** _____

Signature of Grievant/AEA *Date*

LEVEL 3: BOARD OF EDUCATION LEVEL

A. **Date Received by Board of Education:** _____

B. **Disposition of Board of Education:** _____

Signature for Board of Education *Date*

C. **Position of Grievant and/or AEA:** _____

Signature of Grievant/AEA *Date*

LEVEL 4: ARBITRATION

A. **Demand to Arbitrate Filed:** _____

LETTER OF UNDERSTANDING

**ALLENDALE PUBLIC SCHOOLS (“District”)
-and-
ALLENDALE EDUCATION ASSOCIATION, MEA/NEA (“AEA”)**

1. This Letter of Understanding (“LOU”) is being executed contemporaneously with the execution of a Tentative Agreement 2011-2013.
2. As a result of the enactment of Public Acts 102 and 103, language relating to the prohibited subjects in section 15(3)(j) – (o) of PERA, as amended, has been omitted and/or modified by the District for purposes of preparing the 2011-2013 successor agreement. The prohibited language so affected is identified within Exhibit A appended to this LOU. Inasmuch as such language was deemed to be prohibited, it was removed by the District pursuant to its sole authority within section 15(4) of PERA, and will not be the subject of any grievances by the AEA.
3. If any remaining provision of the CBA conflicts with or is inconsistent with the Michigan Revised School Code, the Michigan Teachers’ Tenure Act, or the Public Employment Relations Act, those statutes will prevail and the inconsistent or conflicting provisions of the 2011-2013 CBA will not be followed or enforceable.
4. In the event that, a competent appellate court of appropriate jurisdiction (to which there is no timely appeal filed) or the Michigan Supreme Court declares all or part of Public Acts 102 and/or 103 to be unconstitutional or otherwise legally invalid, or all or part of such Public Acts are repealed or modified, then the applicable portions of the omitted and/or modified language affected by the court decision or legislative amendments shall be modified and/or reinstated into the 2011-2013 CBA, as appropriate. In the event that the parties are unable to agree upon the impact of such Court decision or legislative amendments, then they may initiate whatever legal action they deem appropriate under all of the then applicable facts and circumstances, to clarify and enforce such rulings or amendments.
5. The District agrees that, if a court or administrative agency with competent jurisdiction rule that the 2011-2013 CBA omitted or modified language that was not a prohibited subject, as defined by section 15 of PERA, as amended, then the applicable portions of the omitted and/or modified language affected by the court decision or legislative amendments shall be reinstated into the CBA, subject to the District’s right to appeal any such rulings.
6. By signing this LOU, the AEA is not waiving its right to assert in a court or administrative agency of competent jurisdiction that all or part of the language omitted or modified within Exhibit A should not have been omitted or modified.
7. The parties understand that a court or administrative agency of competent jurisdiction may deem this LOU to be unenforceable since it relates to prohibited subjects of bargaining. However, the parties sign this LOU in the good faith belief that it is enforceable as written and conducive to positive labor relations between them to clarify their respective rights and obligations in light of 2011 Public Acts 102 and 103.
8. This document represents the parties’ entire understanding as to the matters as to which it relates, and no other agreement is binding unless in writing and signed by the parties.

Dated: September 14, 2011

ALLENDALE PUBLIC SCHOOLS

ALLENDALE EDUCATION ASSOCIATION

Deleted Contract Language from 2006-2011 Contract

**ARTICLE 5
Teacher Rights**

5.02 Complaint Against a Teacher.

- a. Complaints and/or criticisms pertaining to a teacher which are in writing and/or considered by the administrator to merit further consideration shall be promptly brought to the teacher's attention and shall be discussed with the teacher. If they are to be placed in the teacher's personnel file, any such complaints and/or criticisms shall be in writing, with names of the complainants, date and administrative action taken. Teachers shall have an opportunity to respond to such complaints and/or criticisms, verbally and/or in writing, and any written response shall be kept with the complaint and/or criticism in the teacher's personnel file.
- b. When dealing with such complaints and/or such criticisms pertaining to a teacher, the District or its administrators shall also:
 - (1) Encourage the complainant to discuss his/her concern directly with the teacher, whenever the administrator believes it is appropriate to do so;
 - (2) Conduct, or cause to be conducted, such investigation of the complaint or criticism as the administrator determines is required to determine its accuracy;
 - (3) Refrain from placing in a teacher's personnel file any complaint or criticism which is found and determined to be inaccurate, and provide such correction or elimination of complaints or criticisms as may be required to render them accurate; and
 - (4) Consider the nature and severity of the complaint or criticism, together with the teacher's prior record of conduct and performance, when determining the disciplinary action (if any) to be taken.

5.03 Any teacher being disciplined shall be allowed to have an Association representative present at the time.

5.04 No teacher shall be disciplined without just cause. As used in this paragraph, however, the term "discipline" or "disciplined" shall not include the non-renewal of any probationary teacher. Furthermore, the term "discipline" or "disciplined," as used in this paragraph, shall not include any "demotion" or "discharge" (as these terms are interpreted by the State Tenure Commission and the courts as being subject to the Michigan Teachers' Tenure Act); provided, however, that a

bargaining unit member who has completed his/her probationary period and who has no right of appeal to the State Tenure Commission will not be demoted or discharged without just cause.

ARTICLE 6 Teacher Evaluations

- 6.01 Teachers in a probationary status shall have at least two (2) formal evaluations during their first probationary school year of employment (i.e. one prior to December 15th and a second prior to April 15th). Thereafter (i.e. during their second and subsequent probationary school years of employment), probationary teachers shall have at least one (1) formal evaluation on an annual year-end basis. Teachers on tenure shall have at least one (1) formal evaluation every three (3) years. All such formal evaluations (whether probationary or tenure) shall be completed not later than May 15th (unless the evaluator, the teacher and the Association otherwise agree).
- 6.02 The following procedures shall be observed with respect to the formal evaluations conducted in accordance with paragraph 6.01 (above).
- a. The primary evaluator shall be the immediate supervisor. One or more school administrators may be used to complete or enhance the evaluation at the discretion of the Superintendent. Furthermore, a teacher may request that another administrator conduct one or more classroom observations and/or participate in the evaluation process.
 - b. Prior to initiating the formal evaluation the evaluator shall hold a pre-evaluation conference with the teacher to discuss and review the teacher performance evaluation form (Schedule E) and evaluation procedures.
 - c. For probationary teachers, the following shall apply:
 - (1) A written individualized development plan (“IDP”) shall be developed by the administrator in consultation with the teacher; and a copy of the IDP shall be given to the teacher by October 15th of each year (unless a later date is mutually agreed upon). The IDP shall, to the extent reasonably possible and appropriate, be based on the factors or criteria appearing in the evaluation form.
 - (2) There shall be at least two (2) classroom observations, of at least forty-five (45) minutes each, for each of the required formal evaluations. The annual year-end evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) calendar days apart (unless the administrator and the teacher agree to a shorter period).

- (3) The annual year-end evaluation shall at least include an assessment of the teacher's progress in meeting the goals of his/her IDP.
- d. For tenured teachers, the following shall apply:
 - (1) There shall be at least two (2) classroom observations, of at least forty-five (45) minutes each, for the required formal evaluations. The two (2) classroom observations, or at least any two (2) of them if there are more, shall be at least sixty (60) calendar days apart (unless the administrator and the teacher agree to a shorter period).
 - (2) If the teacher has received a less than satisfactory evaluation (as stated on the evaluation form), a written individualized development plan ("IDP") shall be developed for the teacher by the administrator in consultation with the teacher; and a copy of the IDP shall be given to the teacher. The IDP shall, to the extent reasonably possible and appropriate, be based on the factors or criteria appearing in the evaluation form and shall include specific District or administrative assistance to be provided to the teacher in support of the IDP.
 - (3) If the teacher has an IDP, the formal evaluation shall include an assessment of the teacher's progress in meeting the goals of his/her IDP.
- e. A formal evaluation shall be based only on observations and events that have occurred since the last formal evaluation and/or on matters addressed in a current IDP (if any). This shall not, however, prohibit the District from referring to and relying upon earlier evaluations with respect to any ongoing or continuing concerns.
- f. When, pursuant to this Article, an IDP is to be developed by an administrator in consultation with a teacher, the administrator shall meet with the teacher to discuss the proposed IDP and to afford the teacher an opportunity for input into its development.
- g. For each classroom observation conducted as part of a formal evaluation, the teacher shall be given a copy of the observation report within five (5) school days after the observation. The evaluator will then conduct a post-observation conference with the teacher within ten (10) school days after each such observation. These time lines may be extended by mutual agreement.
- h. Prior to finalizing the formal evaluations required by this Article, the evaluator shall prepare a draft evaluation, shall give a copy of the same to the teacher, and shall allow for teacher input into the evaluation before conducting the evaluation conference. Discussion between the teacher and evaluator may result in modifications to the draft evaluation. If any such changes are made as a result of such discussions, the draft evaluation will be revised as needed.

The teacher shall then be given a copy of the revised draft evaluation prior to the final evaluation conference.

- i. In an effort to help the teacher develop professionally, specific written suggestions for improvement shall be made part of the formal evaluation report in all areas where “does not meet expectations” is indicated.
 - j. The evaluator shall hold a final evaluation conference with the teacher being evaluated for the purpose of discussing the evaluation and presenting written methods of improving areas of weakness demonstrated by the teacher. The teacher shall be given a written copy of the final evaluation report.
 - k. The teacher being evaluated shall have the right to attach to the evaluation form, a written explanation or objection to be retained with the written evaluation.
 - l. The teacher may request a conference with the Superintendent of Schools to discuss his/her evaluation in the presence of the evaluator(s).
- 6.03 Formal teacher evaluations shall be done pursuant to the Teacher Evaluation Form which is attached hereto as Schedule E and which is incorporated in and made a part of this Agreement.
- 6.04 Before acting on the proposed non-renewal of a probationary teacher, the District shall notify the teacher and the Association of the proposed non-renewal and shall afford the teacher a reasonable opportunity to resign (in lieu of non-renewal).

ARTICLE 8

Vacancies and Transfers

- 8.01 **Temporary Vacancy.** A temporary vacancy shall mean a teaching position held by a teacher on a leave of absence. The Board shall not be required to post temporary vacancies.
- 8.02 **Permanent Vacancy.** A permanent vacancy shall mean any vacancy in an existing or new professional position, full or part time. Permanent vacancies within the school system shall be posted in each building and transmitted to the professional staff in writing to those teachers on the list as provided by the teachers. No permanent vacancy shall be filled for at least ten (10) duty days after posting, except in the case of an emergency or on a temporary basis. Any teacher who is interested in the posted position may apply in writing with the Superintendent of Schools within the ten (10) day posting period. During the summer recess period, this posting requirement may be satisfied by mailing notice of the permanent vacancy to teachers.

- 8.03 **Filling Permanent Vacancy.** In filling a permanent vacancy, the Board agrees to give first consideration to present staff members and to give due consideration to the professional background, qualifications, length of service and other relevant factors of all applicants.
- 8.04 **Filling Temporary Vacancy.** The staff recognizes that when permanent vacancies occur during the school year, it may be difficult to fill the existing instructional program from applicants within the school system without undue disruption to the existing instructional program. If the Superintendent determines that the permanent vacancy should be filled on a temporary basis until the end of the current school year, he/she may do so. At the end of the school year the vacancy would become a permanent vacancy, if the position remains.
- 8.05 **Grade or Subject Assignment.** If a change in assignment from one grade level to another or from one subject area to another is anticipated, the Administration must advise and discuss the proposed change with the teacher(s) affected. The Administration shall consider the wishes of the teacher(s) involved. The final determination will be made by the Board. Teachers will be notified of their tentative grade level and subject area assignments for the following school year no later than June 1st.

ARTICLE 10

Seniority, Layoff and Recall

10.02 Definitions.

b. **Qualifications** (or qualified) shall mean:

- (1) For K-6 non-specialized assignments: Possessing an elementary certificate for teaching in non-specialized areas at the elementary level.
- (2) For 7-8 non-specialized assignments: Possessing either: (a) an elementary certificate valid and appropriate for teaching in non-specialized areas at the 7th and 8th grade level, or (b) a secondary certificate valid and appropriate for teaching at the 7th and 8th grade level, with a major or minor in the particular teaching assignment.
- (3) For 9-12 non-specialized assignments: Possessing a secondary certificate, with a major or minor in the particular teaching assignment; and possessing a sufficient number of credit hours in the subject area(s) to meet applicable accrediting agency standards.
- (4) For K-12 specialized assignments: Possessing an elementary and/or secondary certificate valid and appropriate for the particular teaching assignment, including certificate endorsements and/or equivalent hours necessary to meet State requirements; and possessing a sufficient

number of credit hours in the subject area(s) to meet applicable accrediting agency standards. K-12 specialized assignments shall include: Special Education, Art, Music, Physical Education, Guidance and Counseling, Industrial Arts, Home Economics, and any other such positions requiring specialized endorsements for appropriate certification.

- (5) For Community Education specialized assignments: Possessing a certificate valid and appropriate for the particular teaching assignment, including certificate endorsements and/or equivalent hours necessary to meet State requirements; and possessing a sufficient number of credit hours in the subject area(s) to meet applicable accrediting agency standards. Community Education specialized assignments shall include: Adult Basic Education (ABE) and Adult Basic Education/English as a Second Language (ABE/ESL).

10.03 **Layoff.**

- b. Teachers with special (e.g. temporary) certificates in the specific position(s) being reduced or eliminated will be laid off first, provided there are sufficient teachers remaining who are certified and qualified to replace them and to perform all of their teaching duties.
- c. Probationary teachers in the specific position(s) being reduced or eliminated will be laid off next, in the inverse order of their seniority, provided there are sufficient more senior teachers remaining who are certified and qualified to replace them and to perform all of their teaching duties.
- d. If further layoffs are to occur, after following the procedures prescribed in paragraphs b and c above, then tenured teachers in the specific positions being reduced or eliminated will be laid off in the inverse order of their seniority, provided there are sufficient more senior teachers remaining who are certified and qualified to replace them and to perform all of their teaching duties.
- e. For purposes of this layoff and recall policy, the term “specific position(s)” shall be interpreted to include any K-6 non-specialized assignment, regardless of grade level. (For example, a 3rd grade general education position shall not be considered a different “specific position” than a 5th grade general education position).

10.04 **Recall.** Whenever a vacancy in the bargaining unit shall occur, if it occurs at a time when there are teachers on layoff who are entitled to recall, it shall be filled according to the following procedure:

- a. The term “vacancy” shall mean a bargaining unit position which the Board has determined to fill, and for which there is no teacher on leave of absence (of 90 school days or less) who is entitled to the position upon return.
 - b. Laid off teachers shall be recalled in the order of their seniority (i.e. most senior first), provided they are certified and qualified for the specific position(s) available.
- 10.05 **Priority as Substitutes.** Laid off teachers who possess recall rights with the District may register with the District to be given priority consideration for appropriate substitute teaching assignments as and when they become available. Such teachers must so register for each school year.

ARTICLE 12

Insurance Benefits

12.01 **Group Health Insurance.**

2009-2011

Effective September 1, 2009, regular full-time employees and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group health insurance program (MESSA Choices II, with the \$10 {generic}/\$20{name brand} prescription co-pay and with a \$250/\$500 deductible) provided through the Employer.

ARTICLE 15

Miscellaneous Provisions

- 15.01 **Job Sharing.** Two tenured teachers may, subject to prior written approval by and between the Board, the teachers involved and the Association, participate in a job sharing arrangement pursuant to written terms and conditions which do not result in any extra cost or expense to the District.
- 15.02 **School Reform Plans.** If and to the extent any school reform or improvement plans, whether developed pursuant to Public Act 25 of the Michigan Public Acts of 1990 (MSA 15.4627 *et. seq.*) or otherwise, conflict with the provisions of this Agreement with respect to teachers’ wages, hours and/or other terms and conditions of employment, then and in such event this Agreement shall prevail.
- 15.09
- d. In the event that it is legally permitted, a shared time teacher may be required to provide instruction on the premises of the sharing school. In the event that on-site instruction is not legally permitted, instruction will be provided on the premises of the District.
 - f. The shared time teacher shall be evaluated by the District’s principal, who may request input from the administrator at the sharing school.

- j.
- (1) The provision for a 30-day layoff notice may be shortened to fifteen (15) days;
 - (2) If the program is discontinued after the school year has begun, the shared time teacher may be laid off. In that event, in order to avoid disruption to other classes, the shared time teacher will not be offered an opportunity to bump during that school year. Instead, the opportunity to bump will be deferred, to be exercised by the shared time teacher at the end of that school year for the following school year.
 - (3) In the event the shared time teacher is laid off, s/he will be assigned to the first vacancy for which s/he is certified and qualified, in accordance with the provisions of the Master Agreement.

**Schedule E:
Allendale Public Schools
Teacher Performance Evaluation**