

MASTER AGREEMENT
ZEELAND PUBLIC SCHOOLS
AUGUST 31, 2011 – AUGUST 31, 2013



ZEELAND EDUCATION ASSOCIATION
AND
BOARD OF EDUCATION

TABLE OF CONTENTS

		Page
Article I	Preamble.....	5
Article II	Recognition.....	5
	A. Bargaining Unit Description	5
	B. Negotiating with Association.....	5
	C. Teachers' Rights Under Law	5
Article III	Board Rights.....	5
Article IV	Association Rights.....	6
	A. Use of Buildings.....	6
	B. Use of Equipment, Materials.....	6
	C. Providing Information to the Association.....	6
	D. Negotiating During School Day.....	6
	E. Payroll Deductions.....	6
	F. Agency Shop.....	6
Article V	Evaluation.....	8
Article VI	Teaching Conditions.....	9
	A-1 Teacher Hours.....	8
	(a) Pupil Day.....	8
	(b) Bus Accommodations.....	9
	(c) Number Classes Taught.....	9
	(d) Seminar Class.....	9
	(e) Planning & Prep for Part-Time Teachers.....	9
	(f) Schedule of Classes Changed.....	9
	(g) Large Group Instruction.....	9
	A-2 Teacher Meetings.....	9
	A-3 Staff Meetings.....	9
	A-4 Violations.....	10
	A-5 Change in Student Instruction Time.....	10
	B. Change in Hours.....	10
	C. School Calendar and Snow Days.....	10
	D. Inclement Weather Days.....	10
	E. Elementary Prep Time.....	10
	F. Middle School Prep Time.....	10
	G. High School Prep Time.....	10
	H. Records Day.....	10
	I. Pupil-Teacher Ratio.....	11
	J. Teacher Certification Requirements/Change in Assignment.....	11
	K. Lunch Periods, Recess.....	12
	L. Maintenance of Conditions.....	12
	(Phones, lounges, parking, mail, payroll deductions, aides, cleaning, furniture, equipment, relief periods)	
	M. Teacher Discipline/Just Cause.....	12
	N. Teacher Conference Committee (TCC)	12
	O. School Improvement Plan (SIP)	12
	P. No Child Left Behind Act (ESEA)	13
	Q. Student Data Identified by Instructor.....	13
Article VII	Leaves of Absence.....	13
	A. Sick Leave.....	13

	B. Uses of Sick Leave.....	13
	C. Medical Leave and Return Rights.....	14
	D. Personal Business.....	14
	E. Jury Duty.....	14
	F. Association Business.....	14
	G. Military Leave.....	14
	H. Visitation Day.....	14
	I. Maternity Child Care Leave.....	14
	J. Sabbatical Leave.....	15
	K. Other Provisions.....	15
	(1) Increment.....	15
	(2) Fringe Benefit Continuation.....	15
	L. Family & Medical Leave Act.....	15
	M. Unpaid Leave of Absence.....	16
	N. Early Retirement/Severance.....	16
	Plan A, Option 1.....	16
	Plan A, Option 2.....	16
	Plan B.....	16
	O. Universal Retirement Credit.....	17
Article VIII	Professional Compensation.....	18
	A. Salaries.....	18
	B. Paydays.....	18
	C. Summer Checks.....	18
	D. Extra Duty Compensation.....	18
	E. Credit for Prior Teaching.....	18
	F. Teachers Without Certificates.....	18
	G. Certification Fees.....	18
	H. Mileage.....	18
	I. Pay for Extended School Year.....	19
	J. Pay for Added Teaching Load.....	19
	K. Part-time Pro-ration.....	19
	L. Insurance Program.....	19
	(MESSA PAC) – Health, LTD, Neg. Life, Vision, Dental	
	M. Employee Election Plan B.....	20
	N. Part-Time Insurance.....	20
	O. LTD Benefits/Contractual Salary.....	20
	P. Direct Deposit.....	20
Article IX	Grievance Procedure.....	20
Article X	Negotiation Procedures.....	22
Article XI	Agreements Contrary to Law & Matters Contrary to Agreement.....	22
Article XII	Vacancies, Promotions & Transfers.....	22
	A. Posting of Vacancies.....	22
	B. Filling Vacancies.....	22
	C. Preference to Qualified Teachers (Extra Duty).....	22
	D. Administrative Vacancies.....	22
	E. Requested Transfer.....	22
Article XIII	Reduction of Personnel.....	23
Article XIV	Miscellaneous Provisions.....	24
	A. Individual Teacher Contracts.....	24

	B. Workers' Compensation.....	24
	C. Emergency Manager.....	24
	D. Changes in 2011 PA 100-104.....	24
Article XV	Duration of Agreement	25
Article VIII	Schedule A - Salary Schedules	
	2011-2013.....	26
	Staff Hired for 2012-13.....	27
Article VIII	Schedule A-1 Extra Duty Schedule.....	28
	High School Department Membership.....	28
	High School Sports.....	29
	High School Activities.....	30
	Middle School Sports/Activities.....	31
	Elementary Activities/Miscellaneous.....	32
	Attachment #1 Department Chairs/Grade Group Chairs.....	33
	Attachment #2 Mentor.....	34
	Attachment #3 Staff Subbing.....	35
	Schedule A-2 Calendar	
	2011-2012.....	36
	2012-2013.....	37
	Schedule A-3 Teachers' Files and Privacy (FOIA)	38
	Schedule A-4 K--5 Grade Level Aide Assignments.....	41
	Schedule A-5 Temporary Teacher Agreement.....	43

**ARTICLE I
PREAMBLE**

- A. This agreement entered into this 17th day of September, 2007, by and between the Zeeland School District, the city of Zeeland, Michigan, hereinafter called the "Board" and the Zeeland Education Association (MEA/NEA), hereinafter called the "Association."
- B. The Board and the Association recognize: That their joint objective is to provide a quality education to the children of the District, and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration.
- C. The Board, the Administration and the Association agree that this is an equitable contract and, therefore, agree to work cooperatively and jointly to provide the students of our school district with a quality education program.

**ARTICLE II
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Michigan Public Employment Relations Act (MCLA 423.201 et. seq.) for a bargaining unit of those employees of the Board of Education employed as teachers, including Vocational Instructors, Counselors, Librarians, Special Education Teachers, Psychologists, and Social Workers.

Other employees such as, paraprofessionals, substitutes, principals, assistant principals, and administrators shall be excluded from the unit. The term "teacher," when used hereinafter in this agreement, shall refer to all employees presented by the Association in the bargaining unit as defined, and reference to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any individuals or organizations other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under any state or federal laws and/or regulations. The rights granted to teachers hereunder shall be applied consistently with state and federal laws, but shall be deemed to be in addition to those provided by law.

**ARTICLE III
BOARD RIGHTS**

- A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
 - 1) To the executive management and administrative control of the school system and its properties and facilities and staff.
 - 2) To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote, discipline, and transfer all such employees.
 - 3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

- 4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 - 5) To determine class schedules and the hours of instruction, the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities, the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE IV
ASSOCIATION RIGHTS**

- A. The Association and its members shall be permitted to use school buildings and/or classrooms free of charge at all reasonable hours for meetings of the Association and other Association business. Dates, times, and building designation are to be arranged by the Association with the Board or its representative.
- B. The Association shall be given permission to use equipment and materials for Association work. Materials and supplies used by the Association shall be reimbursed to the school district at cost. Such use of equipment and materials will be arranged by the Association with the Board or its representative.
- C. The Board agrees to furnish to the Association in response to reasonable requests all available written information, in the form in which it is kept, concerning the financial resources of the district, allocations and such other written information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint. Tentative or proposed budgets shall be available only after copies have been made available to board members.
- D. At the request of the Board of Education, a negotiation committee teacher of the Zeeland Education Association may be engaged during the school day in negotiating on behalf of the ZEA without the loss of compensation.
- E. The deduction of membership dues shall be made from the first 20 paychecks beginning with the first paycheck in September and the Board agrees to remit to the respective associations (ZEA/MEA/NEA) all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance as requested subject to availability of computer space (at present 10 slot limit).

- F. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Employer shall deduct such dues, assessments and contributions from the first 20 paychecks of the bargaining unit member beginning with the first paycheck in September.

Deduction for bargaining unit members delivering their authorization after the beginning of the school year shall be appropriately prorated to complete payment within 20 pay periods or by the following June.

- 1) Each bargaining unit member shall, as a condition of employment, (1) within thirty (30) calendar days of the beginning of their employment or by October 1 of the first year of employment, whichever is later, join the Association and authorize deduction of membership dues pursuant to Article IV, E. or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- 2) The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- 3) Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until after the school year has begun. Consequently, the parties agree that the procedures in this section relating to the payment or non-payment of the Representation Fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. Any payroll deduction of the Representation Fee by non-members which commences after the beginning of the school year shall be appropriately prorated to complete payment by the following June.
- 4) In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- 5) The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.
- 6) This section shall apply to all members of the Bargaining unit who were members of the ZEA/MEA/NEA, as of June 30, 1988, and all other teachers employed after June 30, 1988.

ARTICLE V EVALUATION

Being as Teacher Evaluation is now a prohibited subject in bargaining, all information regarding Teacher Evaluation is now considered district policy. Information about Teacher Evaluations can be found on the shared drive. Copies are also found in the H.R. Office or with each building principal.

It is also noted that observations of teacher performance may be made by administrative personnel from time to time. If any written record of such an observation is used in connection with a disciplinary matter or the evaluation procedure, the teacher shall be given the opportunity to review such record within one week of the observation and to submit a written response within ten (10) school days. Observations as set forth in this paragraph are understood to be in addition to the evaluation procedure set forth above.

Professional staff evaluations shall be made in accordance with the following procedure:

- A. The forms to be used for each evaluation are set forth in Schedule A-3 of this Agreement, it being understood that these forms may be supplemented by such elaboration and other written materials as may be prepared by the evaluator.
- B. Tenured professional staff shall be evaluated, in the classroom, at least once every three years. However, tenured professional staff may be evaluated at least once a year at the discretion of administration. Probationary professional staff shall be evaluated at least once each semester, a minimum of 60 days apart. All professional staff will be notified at least five (5) school days prior to the observation. Each year tenure professional staff who are not evaluated formally shall receive notification on Schedule A3-2.
- C. Each evaluation shall be performed by the principal or his designee and shall include a classroom visit(s) of at least thirty (30) minutes duration.
- D. In connection with each evaluation, there shall be a pre-observation conference between the professional staff member and the principal within five (5) school days before the date of the classroom visit provided in Paragraph C above.
- E. There shall be a post-observation conference between the professional staff member and the principal within five (5) school days after the last classroom visit the evaluation is based upon. In the course of this conference, the professional staff member shall be given a copy of the evaluation form described in Paragraph A. above, including any supplements. In the event that such evaluation form includes any area of deficiency, the professional staff member shall be informed therein of the expected correction or improvement, and shall be given a reasonable time to achieve such correction or improvement.
- F. A professional staff member shall be entitled to submit a written response to the evaluation described above. Such response must be submitted within ten (10) school days after the post-observation conference described in Paragraph E.
- G. All evaluations and related conferences shall be completed by May 1st. of each year for probationary professional staff members and by May 15th for tenure professional staff members.
- H. A statement of the philosophy and goals of this evaluation process, as well as the desirable professional staff member characteristics for evaluation, shall be provided for each professional staff member.
- I. Observations of professional staff member performance may be made by administrative personnel from time to time. If any written record of such an observation is used in connection with a disciplinary matter or the evaluation procedure, the professional staff member shall be given the opportunity to review such record within one week of the observation and to submit a written response within ten (10) school days. Observations as set forth in this paragraph are understood to be in addition to the evaluation procedure set forth above.

**ARTICLE VI
TEACHING CONDITIONS**

- A. The Association and the Board of Education hereby agree to participate in the professional program involving teacher hours.
1. Teachers shall arrive at their assigned building at least ten (10) minutes before the opening of the pupils' regular school day and shall stay at least ten (10) minutes after classes end. For five (5) minutes prior to classes starting and for five (5) minutes after classes end, teachers shall be engaged in professional activities in or near their classrooms.

On Fridays and the day preceding school vacations, all teachers may leave when school busses have vacated the school premises. Special arrangements to leave early may be made with the building principal.

The work day of school psychologists, social workers, and therapists shall be the same as the school in which they begin their day.

- a. The pupils' school day shall follow the same beginning and ending hours as listed unless such changes are mutually agreed upon by the Association and the Board of Education.

Elementary	8:35 a.m. - 3:45 p.m.
Cityside Middle School	7:30 a.m. - 2:35 p.m.
Creekside Middle School	7:30 a.m. - 2:35 p.m.
High School	7:55 a.m. - 2:45 p.m.

- b. The district reserves the right to move all times forward or backward by up to ten (10) minutes to accommodate bus schedules provided that the pupils' school day does not exceed the total times listed above.
 - c. The number of classes, five (5) taught per teacher at the 6th -12th grade level shall not increase unless mutually agreed upon by the Association and the Board of Education. It is understood that the middle school teacher will also be assigned a homeroom class.
 - d. High school teachers will be assigned a homeroom class only if their part time status is .6 FTE or higher. When possible, part time employees will share their homeroom responsibilities with another staff member. All full time teachers will be assigned a homeroom class.
 - e. Planning and preparation time for part time employees should be consistent with the amount of FTE they are assigned.
 - f. In the event the schedule of classes is changed, the teacher-student contact time shall not be increased.
 - g. Prior to large group instruction practices being used, teacher load and appropriate FTE will be negotiated between the BOE and ZEA.
2. The Administrative staff shall establish all regular meetings and conferences deemed necessary to carry out a sound educational program. Meetings shall be set for specific dates and times in coordination with grade level/department meetings and coordination and consultation with the building SIT team. A yearly schedule will be given to the professional staff during the first week of school. The total meeting time shall not exceed 18 hours per school year. Included in this meeting time is the "start of year" Open House time. ECC staff attending 2 sets of open houses will receive compensation for their second set of open houses.
 3. All teachers shall participate in staff meetings, professional development and parent /teacher conferences scheduled by the calendar at their school and with their individual departments or grade levels unless specifically excused by the principal.
 - a. Part time teachers may be excused from staff meetings equal to the percentage of their part time schedule

with the permission from their principal.

- 1) All half time teachers who share a classroom of students, must be available to meet with parents during scheduled parent/teacher conference times, but are excused when their conferences are complete. All part time teachers who do not share the same classroom or students are to be present for parent/teacher conferences equal to the percentage of their part time schedule. All K and Young Five teachers with more than one section of students who choose to conference with parents for an extra six hours will receive one (1) "comp" or excused day with full pay.
 - 2) Principals will meet within the first week of school and jointly verify staff start / stop times for part-time teachers.
 4. Teachers who are in violation of the professional program will be dealt with individually, and if necessary, will appear before the administration for appropriate discipline. In the event a teacher is in violation of any of the above items in Article VI, the Board may deduct salary based upon $1/(\text{total teacher days})$ per day or prorated thereof for an hourly amount.
 5. In the event that the scheduled student instruction time does not meet minimum state requirements, the District and the Association will meet to negotiate the changes.
- B. If duties require a change in hours for some personnel, such hours shall be mutually agreed upon by the Association and the Board after consultation with the teacher or teachers.
- C. The salary schedules are based upon the regular school calendars as set forth in Schedule A-2 and the normal teaching assignment as defined in this Agreement.
1. The school calendar is set forth in Schedule A-2 of this Agreement and is attached to and incorporated in this Agreement. Such calendar shall remain in effect during the term of this Agreement.
 2. In the event all of the makeup days as listed on each calendar in Schedule A-2, do not bring student attendance days and hours to the minimum required for full state aid, the parties will negotiate over the matter.
 3. In the event the state law is amended or repealed, the parties will negotiate over the matter.
- D. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.
- E. Elementary teachers will be provided with a minimum of 210 minutes of planning time per week during the students' instructional day in blocks of at least 30 minute periods. During the 2011-12 school year, elementary teachers will have two (2) planning and record days added to the calendar each school year and one (1) day when a sub will be provided for planning and record keeping. During the 2012-13 school year, elementary teachers will have one (1) planning and record days added to the calendar each school year and two (2) days when a sub will be provided for planning and record keeping. This plan for elementary teacher planning days will remain until such a time as they may be provided 240 minutes of planning time in their regular schedule. In planning time, teachers must remain in the school building unless excused by the building principal or his/her designee. During the 2012 – 2013 school year, the ZEA and the administration shall conduct a survey of elementary teachers to provide information on planning time for implementation in the 2013-2014 school year.
- F. Middle school (6-8) teachers will be provided with one unassigned class period for preparation and student conferences. Teachers must remain in the school building unless excused by the building principal or his/her designee.
- G. High school (9-12) teachers will be provided with one unassigned class period for preparation and student conferences. Teachers must remain in the school building unless excused by the building principal or his/her designee.
- H. One day at the end of the first semester shall be provided to teachers at the elementary and secondary levels. Elementary

teachers may engage in building and grade level appropriate activities and secondary teachers will use this time for exam and grade reporting.

- I. It is recognized by the Board of Education that pupil-teacher ratio may have, in some instances, an effect on the educational program. The Board agrees to keep class size at a reasonable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interest of the district.

The following table will be used as a guide for the pupil-teacher ratios:

- 1. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size should be lowered whenever possible to meet the following standards, except in traditional large or small group instruction and/or in experimental classes.

- (a) Class size for certain activity type classes at the secondary level such as P.E. will not exceed the number of student stations available and/or 36 pupils. The average pupil load for teachers within these departments will not exceed 180 pupils daily. P.E. classes will not exceed 42 students.

- (b) The following shall guide class size and paraprofessional support at the elementary level:

Grade	Maximum
K - 5	See schedule A-4
6 - 12	Over 30 - See (b) below

- (c) At the elementary level, if the above-mentioned class loads are exceeded for at least two weeks, the affected teacher(s) may request the support services of a paid paraprofessional pursuant to a schedule worked out between the teacher and the principal of the building as follows:

- (d) At the secondary level, if the above-mentioned class loads are exceeded for at least two weeks, an amount equal to five dollars (\$5) per student in excess of the above maximum class size per class period per day; retroactive to the when class size exceeded the limit. This shall be paid at the end of each semester. In addition to the above formula, classrooms exceeding 35 students will be assigned an instructional aide.

- (e) In the event a split grade is assigned to one teacher, the maximum number of students shall be 3 less than listed above, with an aide.

- (f) No teacher shall be assigned more students than the number of student stations in the rooms.

- (g) To the extent possible, secondary teachers' assignments shall be limited to not more than a total of three (3) teaching preparations at any one time. Under no conditions shall a secondary teacher be required to teach more than four (4) preparations.

- (h) "One on One" aides assigned to special education students shall not be considered classroom aides in an overload situation.

- (i) Team taught classes lead by general education and special education teacher shall have ideally 23-25 students, not to exceed 30. No more than one-half of students in a team taught class will be classified special education. If the foregoing sentence impedes the District's ability to provide a least restrictive environment to any particular student, the principal and building representative shall meet and confer about a mutually acceptable resolution that is in the student's best interest.

- J. All teachers shall be assigned by the Board of Education or the Superintendent to that level of instruction for which they are certified. Teachers may not be assigned except for good cause outside the scope of their teaching certificate. Notification shall be given to the teacher as far in advance as possible when a change must be made. The Association shall also be informed of the change.

Teachers who may be affected by a proposed change in grade or subject assignment may ask their respective departmental chairperson to be notified and given an opportunity, on request, to submit any comment or suggestion before a final decision is made. Such notice and opportunity will be given before the end of the school year if possible.

K. Lunch Periods

1. All high school and middle school teachers shall have a duty free lunch period of at least 30 minutes.
2. High school and middle school teachers may voluntarily supervise during lunch time the cafeteria or other student eating facilities, or other noon hour supervised areas for extra duty pay contained in the extra duty schedule, but such duty will not be required.
3. All elementary teachers shall have a duty free lunch period of at least thirty (30) minutes. Elementary teachers may voluntarily supervise the noon playground, for extra duty pay contained in the Extra Duty Schedule, but such duty will not be required. A.M. and P.M. recess supervision will be rotated among all association members in the elementary building.

L. All conditions and benefits of employment specified in this Agreement shall be maintained in the district.

In addition, the Board agrees to maintain the following work benefits in the district as they have been in the past: (1) Availability of telephones; (2) Teacher lounges; (3) Parking facilities; (4) Inter-school mail service; (5) Availability of payroll deductions; (6) Classroom cleaned; (7) Furniture and equipment; (8) Relief periods.

M. No non-certificated bargaining unit member shall be demoted, transferred, reduced in rank, discharged, or otherwise disciplined without just cause. The foregoing sentence is not applicable to any teacher whose employment is regulated by the Michigan Teachers Tenure Act, as amended July 19, 2011.

N. The amount of money made available to the Teacher Conference Committee (TCC) shall be \$75 per teacher, per year, based upon the number of professional teaching staff members on the first day of school following Labor Day.

The TCC shall be composed of five (5) persons appointed by the Association, one of whom will be the chairperson and an administrator appointed by the district. Association appointees shall be so distributed as to provide Elementary, Middle School, and Secondary level representation. The TCC shall adopt procedures and rules for operation.

The TCC shall have the final voice regarding teacher requests for funds in connection with programs or activities that will result in significant contribution to the educational program of the district and may include items such as:

1. Educational conferences
2. Workshop programs

For the purposes included in 1 and 2 above, the fund shall be used to pay the out-of-pocket expenses incurred in connection with the program or activity and such other expenses as are reasonable and directly related to the program or activity for which funds are requested. In connection with each request, the TCC shall decide the share of the expenses, if any, to be assumed by the individual teacher in connection with the program or activity.

In no case shall the amount recommended for approval by the TCC exceed out-of-pocket expenses, and the teacher shall not be paid any additional salary by the District for any service in connection with the program or activity performed on any regular school day. There shall be no duplicating of payments under any other section of this Agreement.

All materials obtained in this program shall remain available to the district.

O. School Improvement Plan (SIP). It is hereby agreed by and between the parties that with respect to the responsibility contained in P.A. 25 of 1990 MSA 15.4627 et. seq.) to adopt and implement a three to five year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the

terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process except by mutual agreement of the undersigned Board of Education and Association, executed in writing.

In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. Any provision(s) of the SIP or applications thereof affecting wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Board of Education and the Association prior to being adopted and/or implemented.

Staff input and involvement on the SIP committee(s) and various planning subcommittees and projects is encouraged. This allows the teachers in the buildings the opportunity to provide educational input and expertise to improve the quality of education. Employee participation on the various "SIP" committees is voluntary and nonparticipation shall not be used as a criterion for evaluation, discipline, or discharge.

The provisions of Article VI, section O, shall also apply to Site-Based Decision Making (SBD). The ZEA and the BOE agree to work cooperatively to develop a SBD model for the school district.

- P. The Zeeland Education Association and the Zeeland Board of Education agree to bargain within the confines of the law regarding the impact of the ESEA (No Child Left Behind Act) as it affects teacher's working conditions, certification, teacher incentives, allocation of grant funding and other conditions of the law.
- Q. When possible, and practical, there will no release of comparative instructor-connected student data without a redaction of staff names and identifying criteria.

ARTICLE VII LEAVES OF ABSENCE

- A. Paid Sick Leave. Each teacher shall be credited with ten (10) days (60 hour equivalent) of sick leave as of the first work day of the school year. Teachers employed after the first month of the school year will be deducted one day (6 hour equivalent) of sick leave for each month not previously employed in the school year. Teachers may accumulate a maximum of 40 sick days (240 hours) over the course of their employment. At the end of each school year, teachers have the option of being compensated \$37.50 for each unused sick day in excess of 30 days. Unused days and those not compensated shall roll over into the following year.

There shall be no future accumulation by any teacher in excess of 40 days (240 hour equivalent). The Board of Education is authorized to offset against the final paycheck of an employee, the dollar amount of any unearned sick days taken by a teacher who leaves the district before the teacher has accrued each such day.

On or before October 1st of each school year, each teacher shall be informed of the total amount of his accumulated sick leave, if any, as of the beginning of such school year.

- B. Absence Charged Against Sick Leave. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
 - 1. The sick leave may be used for sickness, accident, or disability of self or immediate family.
 - a. In case of the family, this is expected to be limited to those cases of any emergency nature. Extended cases of nurse care or babysitting are not to be interpreted as coming under this provision.
 - b. Personal Illness or Disability - The teacher may use all or any portion of his sick leave to recover from his own illness or disability which shall include childbirth and complications of pregnancy.
 - 2. The sick leave may be used for the funeral of immediate relation or of a close associate--such as close friends or neighbors.
 - 3. Upon approval by the administration, the sick leave may be used for the other leaves resulting from an emergency

of an unusual nature.

4. The Board reserves the right to require a written report from a licensed physician indicating the teacher's inability to perform his duties. If a teacher should be absent more than 10 consecutive school days, the Board may provide a list of 5 licensed physicians from which the teacher shall select one for the purpose of providing a new examination. If any type of request is made, the Board will compensate the physician making the report.
5. Staff may use/convert up to 10 days of sick leave time for formal adoption proceedings (including out-of-state/country visitations, etc.) In relation to adoption proceedings, it is understood this is not time to be used for childcare/acquaintance time.

- C. Medical Leave. Any teacher who is unable to perform his duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received under Paragraph A. above shall be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of three (3) calendar years, provided that this period may be extended at the sole discretion of the Board up to the number of years of service of such teacher in the district.

Any application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

Teachers who are on Medical Leave for one year or less will return to their former position. Teachers who are on such leave for more than one year shall be returned to their former position, if available, or otherwise to a substantially equivalent position. The teacher shall give at least two weeks notice of such return date, if possible.

- D. Personal Business. At the beginning of each school year each teacher shall be credited with two (2) days of personal business, to be taken on a work day chosen by the teacher. No more than ten percent (10%) of the teachers in any one building shall take such a day off without the consent of the Superintendent. Any such day must be scheduled at least two (2) days in advance, except in case of emergency. It is understood and agreed that no such day shall be scheduled on the work day immediately before or after a holiday or vacation period. Requests during the month of May and first week of June shall be limited to no more than 1 person or 5 percent of the teachers in any one building per day – except in case of emergency.

Unused leave days shall be credited to the teacher's sick leave accumulation.

- E. Jury Duty Service. Any teacher who performs jury duty and/or any other kind of witness duty service under subpoena during school hours shall receive his normal compensation. Any remuneration received by him for such service (excluding mileage allowance) shall be remitted by him to the Board. Not more than three (3) teachers may be released at one time for the purpose of testifying or representing the Association at any arbitration or fact finding proceedings involving employees covered by this Agreement held during a normally scheduled school day.

- F. Association Days. At the beginning of each school year, the Association shall be credited eight (8) Association days, for use by teachers who are designated by the Association, for Association business involving the representation of employees covered by this Agreement. The Association shall notify the Superintendent at least forty-eight (48) hours in advance of taking such a day. Unused Association days shall not accumulate from year to year. No one (1) teacher shall use more than three (3) days per school year.

- G. Military Leave. The school district shall pay the difference between the reservists' pay rate and his daily school rate for fifteen (15) days only when reserve duty cannot be fulfilled outside of the school year.

- H. Visitation Day. A teacher shall be allowed one day per year without loss of pay to be used to visit other schools for the purpose of observing methods and practices of instruction. The choice of day and school visited must have approval of the Principal and Superintendent by using the forms available in each Principal's office well ahead of the day being requested. Additional days may be given at the request of the Administration. A written report of all visits shall be made to the Principal and Superintendent. Mileage and meal expense will be paid by the Board.

- I. Child Care Leave. An unpaid leave of absence for child care shall be granted on request of a tenure teacher or, after a second year of probation by a non-tenured teacher under the following conditions:

1. The leave shall begin on the date requested, and shall extend for a period up to the remainder of that semester, and for no longer than such remainder plus an additional two (2) semesters.

The non-tenured teacher leave shall begin on the date requested, and shall extend for a period up to the remainder of that semester, and for no longer than such remainder plus an additional one (1) semester.

2. A teacher shall return from such leave at the start of a semester and shall be placed in his or her former position or in a substantially equivalent position. Notice of intent to return must be made no later than June 1st for the fall semester and December 1st for the spring semester. In the event of miscarriage or death of a child, such leave may be terminated by the teacher.

J. Sabbatical Leave. Sabbatical leave shall be available after 7 years of consecutive full-time employment in the Zeeland school district. No compensation shall be given by the school district during the year of study; however, full fringe benefits shall be given. A teacher shall be restored to his former position or a position of like nature and status and placed at the same position on the salary schedule as he would have been had he taught during such period. Permission must be with the approval of the Board of Education.

K. Other Provisions.

1. Increment. A teacher on an unpaid leave of absence under Paragraphs C. or I. above shall not receive credit for time on leave when computing salary increments.
2. Fringe Benefit Continuation. The insurance premiums provided under Article VIII for teachers on leave under Paragraph I above shall be paid for each calendar month during which the teacher is actively employed plus the following month. An additional month's premium will be paid for each two (2) months taught during that current school year. Anyone teaching through February will receive fully paid fringes through August 31 of that year.

Such premiums shall be continued for the period of any leave under C. above, up to a maximum three (3) calendar years.

L. Family and Medical Leave Act - A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

- (1) The birth or placement for adoption or foster care of a child (up to one year from date of birth or placement).
- (2) Because of a serious health condition of a bargaining unit member's spouse, child or parent.
- (3) Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must have worked at least 1,250 hours during the past 12 month period.

A FMLA leave may be taken on an intermittent or reduced schedule at the employee's option. The District shall continue all health benefits during an FMLA leave. The employee may choose to utilize paid sick leave, personal leave, and/or vacation leave for all or part of the duration of the leave when the leave is requested due to the reasons given in paragraphs (2) and (3) above. When the leave is requested due to the reasons given in paragraph (1) above, paid sick leave shall only be allowed for that portion of the leave involving illness or disability; otherwise the leave will be without pay.

For the purpose of this provision, a child is defined as the biological, adopted, foster child, stepchild, legal ward, or child for whom an employee is standing in loco parentis. The son or daughter must be under eighteen (18) years of age or incapable of self-care because of a mental or physical disability.

A pregnant bargaining unit member may commence the family leave before or after the birth of her child, at her option. The bargaining unit member may request to terminate the leave anytime after the birth of the child or in the event of the death of the child.

Limitations found under Section 108 of the Family and Medical Leave Act of 1993 - "Special rules concerning employees of local educational agencies" - shall apply.

All Family Medical Leave Act Leaves of Absence shall be subject to and administered in accordance with the Family Medical Leave Act and its regulations. The Board reserves all rights granted to school districts under the Act.

- M. Unpaid Leave of Absence - An unpaid personal leave of absence for a period of one (1) school year may be granted at the discretion of the Board. Any such request must be made in writing no later than April 1st. Upon return from such leave, a teacher shall be assigned to the same or to a substantially equivalent position. There shall be no fringe benefits paid, no sick leave accumulated, nor shall there be any credit given on the salary schedule for time spent on such leave. It is understood that a refusal by the Board to grant a requested leave hereunder shall not be subject to the grievance procedure.
- N. Early Retirement Incentive/Severance Pay. Teachers may apply for Programs A or B subject to the following provisions:
1. Application for early retirement must be filed with the Superintendent's Office prior to April 1 each year for retirement effective on June 30 of that year.
 2. Teachers may choose Plan A or B, but must state choice of Plan in the application.
 3. In the event that these early retirement benefits are found to be illegal in the life of this agreement, by a court or administrative body having jurisdiction, this early retirement provision shall be canceled. Existing retirees shall continue to be covered by these provisions to the extent permitted by law. In the event the law prohibits continuing benefits to existing retirees, the employee shall have the right to return to active teaching duties at the beginning of the next school year.
 4. In the event of a retiree's death, any balance not yet paid under Plan A, or B is to be paid to his or her spouse. If no spouse, then to the estate in accordance with whatever payment option has been chosen by the teacher. In lieu of remaining health insurance benefits, due the retiree, \$1,500 per year equivalent will be paid to his or her estate.
 5. A teacher who is on medical leave shall not benefit from Plan A or B if he or she does not apply for the retirement benefit within three (3) years of the beginning of such leave.
 6. To the extent by law, the employer shall make the entire payment as an employer contribution into the employee's 403 (b) account. Employees shall not have an option to receive cash. These payments to employees by the District will constitute employer contributions under 403 (b) of the Internal Revenue Code (IRC). Should the Internal Revenue Code (IRC) be revised to disallow FICA free employer contributions, the parties agree to bargain over the effect it may have related to this section of the Master Agreement.
 7. No more than one (1) teacher may apply for Plan A (Option 1) in any calendar year.
 8. Early retirement provisions in Article VII (N) shall expire on August 31, 2007, with the exception that any employee who was hired by the district prior to July, 1985 shall be considered eligible to apply under the provisions of this article (this being a grandfather clause for these employees).

Plan A

A teacher eligible to receive a retirement allowance from the Michigan Public School Employees Retirement System /or is 55 years of age or older and having 15 or more years service (full-time equivalency) with Zeeland Public Schools may apply for this early retirement provision. Such retirement would become effective on June 30 of the school year in which the teacher qualifies and applies under this provision. The terms of this Plan are as follows:

Option 1:

1. The Board shall pay the teacher the sum of \$5,000 within thirty (30) days of the last working day, or on the first payroll of the next calendar year, at the teacher's option, and \$1,500 on the annual anniversary of that date each year thereafter for up to seven (7) years, but in no event after the teacher reaches age 62, subject to the terms of paragraph 3 below.
2. The Board will continue to provide the same coverage for health insurance benefits as provided for teachers in the bargaining unit in accordance with the terms of the Master Agreement in effect each year, provided such benefits are offered by the insurance carrier, it being understood that the Board's obligation hereunder is limited to the payment of premiums.
3. Such insurance coverage shall terminate with the month--a) when the teacher reaches age 62; b) accepts benefits under unemployment compensation or workers' compensation chargeable to Zeeland Public Schools; c) begins drawing social security retirement benefits; or d) seven (7) years after the initial payment, whichever such event occurs first.
4. Should a teacher wish to waive his/her right to the health insurance benefits set forth above, said teacher will receive an additional \$1,500 in cash each year during the duration of this plan.

Option 2:

The Board shall pay the teacher the sum of \$10,000 within thirty (30) days of the last working day, or on the first payroll of the next calendar year, at the teacher's option, and \$4,000 on the annual anniversary of that date each year thereafter for three (3) years.

Plan B

A teacher eligible to receive a retirement allowance from the Michigan Public School Employees Retirement System or having 15 or more years service (full-time equivalency) with Zeeland Public Schools may apply for this early retirement incentive. Such retirement would become effective at the end of the school year in which the teacher qualifies and applies under this provision. The terms of this Plan are as follows:

1. The Board of Education will pay to the teacher an amount equivalent to the following percentage scale, based upon the teacher's salary (excluding any extra-duty compensation) for the year in which he or she applies for early retirement.
2. Teachers may elect to receive up to five (5) equal annual payments to be made beginning in January of the following year.

SCHEDULE

<u>*Years of service</u>	<u>% applied to teacher's salary (excluding any extra duty compensation)</u>
30	55%
31	50%
32	45%
33	40%
34	35%
35 or more	10%

O. Universal Retirement Credit

1. In lieu of any benefits as described in Plan A or B of the Early Retirement Incentive/Severance Pay, any teacher who has 15 years of service in the Zeeland Public Schools (unless waived by the board) and is eligible to retire under the Michigan Public School Employees Retirement Plan, and who submits a letter of retirement from his/her position with the Zeeland Public Schools, shall be eligible to receive the following benefit. The district will purchase up to five (5) years of service credit according to the following schedule:

25 years of service credit = 5 years
26 years of service credit = 4 years
27 years of service credit = 3 years
28 years of service credit = 2 years
29 years of service credit = 1 year

2. Persons electing to retire under this plan shall notify the district by January 1 if they wish to retire in June or September 1 for retirement at the end of the first semester. Any payments made under this section will be made in accordance with MPERS and IRS guidelines.
3. No more than one (1) teacher may apply for the URC in any one calendar year.
4. Early retirement provisions in Article VII (O) shall expire on August 31, 2005 with the exception that any employee who was hired by the school district prior to July 1, 1985 shall be considered eligible to apply under the provisions of this article, (this being a grandfather clause for these employees).

ARTICLE VIII PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedules A, which are attached to and incorporated in this Agreement.
- B. Teachers shall be paid every other Friday during the year beginning the first or second Friday in September. Salary payments shall be based upon a 12 month year rather than upon the school calendar year.
- C. Summer checks may be picked up with the last regular payroll in June, provided the teacher notifies the Superintendent by June 1 requesting the remaining salary.
- D. Extra duty compensation will be given only for those duties listed in the extra duty schedule, A-1 and attachments 1-3 of the contract.
- E. New teacher employees who qualify for a Michigan teaching certificate shall be subject to the following:
 1. All teachers under certification shall be granted teacher experience for placement on the salary schedule as negotiated with the new hire.
 2. Credit for all teaching experience gained under other than a provisional or permanent certificate or its equivalent shall be determined by the Board of Education.
- F. Any teacher who does not have a valid Michigan teaching certificate shall receive six percent less than his/her normal placement on Salary Schedule A.
- G. Teacher certification fees will be 100% reimbursed.
- H. A teacher who is required in the course of his/her work to drive a personal automobile from one school building to another shall receive a car allowance per mile as may be approved by the Internal Revenue Service, payable on and after the date of announcement of such higher amount by the IRS. This same allowance shall be given to a teacher who uses a personal car for field trips, or other approved business of the district who has secured prior approval. Teachers must furnish written proof of public liability coverage of at least \$100,000/\$300,000 and medical coverage of at least \$2,000.

A teacher who is required to travel from building to building during their regularly assigned planning period or duty free lunch will be given supplemental pay for their actual driving time at the rate of .06% of BA base per hour. Request for supplemental pay must be submitted to the business office at the end of each semester.

- I. Those professional staff whose duties are the same as during the school year and are required to work longer than the 177 days contained in the school calendar shall be paid at the per diem rate of $1/(\text{total number of teacher days})$ of his/her annual salary for each additional day worked.
- J. For classroom assignments in excess of the regular school year and the normal teaching load, the teachers will be compensated $2/11$ of their daily pay rate per hour.
- K. Part-time certified teachers and teachers whose contracts begin after the opening of the school year, or who are granted leaves of absence for part of a year, will be granted credit for advancement on the salary schedule in one-tenth (0.1) increments. Said increments shall be determined by dividing the individual teacher's experience credit days, as defined below, by the number of contracted work days in the District as determined by the Master Agreement. The increment quotient shall always be rounded to the nearest tenth (0.1) increment. Experience credit days shall include the teacher's actual work days plus all days of absence found in Article VII except those listed in Sections C, I, and L.

Example: Teacher at Step 3 (BA + 18) teaches 76/177 days. Will be advanced to Step 3.4 (BA + 18).

Part-time teachers shall advance on the salary schedule in proportion to the fractional time employed (in one-tenth (0.1) increments) each contract year.

Example: If 1/2 time, the teacher will go up (0.5) step that year on the schedule even though it will take 2 years to advance one step.

- L. The Insurance Program shall be as follows:

The Board shall provide ~~without cost~~ to the employees the following MESSA PAK Plan A and B protection for the employee, his/her family, and other eligible dependents as defined by MESSA for 12 months each year, September 1 – August 31:

PLAN A - For employees needing health insurance

Health	The district will continue to offer insurance as in the previous contract, except that effective October 1, 2011, the Board of Education will provide to employees Choices II, \$300/\$600 deductible, \$10 office co-pay, \$10/\$20 RX. Effective October 1, employees will make payment for 10% of the premium.
Long Term Disability	70% of annual contractual salary \$7,500 Maximum Benefits 90 Calendar Days - Modified Fill Pre-Existing Condition Waiver Maternity Coverage Freeze on Offsets Alcoholism/Drug - Same as any other illness Mental/Nervous - Same as any other illness Cost of Living Benefits
Negotiated Life	\$50,000 w/AD&D and Waiver of Premium
Vision	VSP 3 (Gold)
Dental	90/90/90 (\$2,500 Maximum Benefits Class I, II, & III) (\$4,000 Maximum Benefits Class IV) Including internal and external Coordination of Benefits (COB)

PLAN B - For employees not needing health insurance

Long Term Disability	70% (Same as above)
Negotiated Life	\$50,000 W/AD&D and Waiver of Premium
Vision	VSP 3 (Gold)
Dental	90/90/90 (\$2,500 Maximum Benefits Class I, II, & III (\$4,000 Maximum Benefits Class IV) Including internal and external Coordination of Benefits (COB)

Employees electing Plan B. shall receive \$550 toward the MESSA Fixed Option Programs, the MESSA Variable Options, and/or MEA Financial Services annuities. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

- M. Part-time teachers who elect Plan A above shall reimburse the Board for the amount of either Super Care 1 or Choices II medical insurance premium, as they have elected, prorated for the amount of time the part-time teacher is to full time.
- N. Long term disability benefits will commence after the expiration of an employee's accumulated sick days and the 90 calendar day waiting period. In either case, these days need not be consecutive nor for the same condition as long as the last 3 days are consecutive and for the same condition. The Board will pay the regular contractual salary from the 31st day through the 90th day, if applicable in the particular case.
- O. Beginning January 1, 2008, all teachers must participate in the direct deposit option(s) for payroll checks in accordance with the procedures established by the business office, unless waived by the superintendent.

**ARTICLE IX
GRIEVANCE PROCEDURE**

A Grievance is defined as:

A claim by a Teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

In the event that a Teacher believes there is a basis for a grievance, the teacher shall:

- A. Discuss the matter with the Building Principal.
- B. If you are not satisfied, file a written grievance within 30 working days of occurrence or knowledge thereof and send:
 - 1 copy to the ZEA President
 - 1 copy to the Association Representative
 - 1 copy to the Principal
 - 1 copy for the IndividualThe Principal must return two copies within 10 working days to the ZEA
- C. If you are not satisfied, Teacher then meets with the Association.
- D. If you are not satisfied, within 10 working days the Principal's copy then goes to the Superintendent. An answer is required within 10 working days to the ZEA.

- E. If you are not satisfied, Teacher then meets with the Association.
- F. If you are not satisfied, within 10 working days the Principal's and Superintendent's copy is mailed to the Board of Education. An answer is required within 10 working days or at the next Board meeting, whichever is sooner.
- G. If you are not satisfied, Teacher then meets with the Association.
- H. In the event the grievance is not satisfactorily resolved, or if no decision is reached within the 10 day period, the Association shall have the right to appeal to arbitration by submitting its written notice of intent to arbitrate within 15 days of receipt of the answer under F. above.

The arbitrator shall be selected jointly by the Association's Grievance Committee and the Board. The costs and expenses of the arbitrator shall be shared equally by the Board and the Association.

If the two parties cannot agree on the selection of the arbitrator, then the services of the American Arbitration Association shall be used and selection shall be made in accordance with the rules of the Arbitration Association. During all proceedings in connection with the arbitration the rules of the A.A.A. shall be observed.

The decision of the arbitrator shall be final and binding.

The authority of the arbitrator shall be limited to interpretation of the terms of this Agreement and the arbitrator shall have no authority to add to, detract from, or vary the terms of the Agreement.

It is further recognized that the following matters are not subject to the arbitration procedures:

1. The failure to re-employ any probationary teacher.
 2. Failure to re-employ any teacher to a position on the Extra Duty Schedule.
 3. Ratings and comments on teacher evaluations, except that evaluations used as a basis for a written reprimand, discipline, and/or discharge shall be arbitrable only for employees not regulated by the Tenure Act.
 4. Any action relating to selection of personnel to fill job openings outside the bargaining unit or any action relating to a change of assignment, termination of services, or failure to re-employ any personnel to positions outside the bargaining unit.
 5. Any procedure that is subject to the specific procedures under the Teacher Tenure Act.
 6. Any claim or complaint in which the teacher has initiated remedial procedures via a forum established by law or by regulation having the force of law.
- I. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention from the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

**ARTICLE X
NEGOTIATION PROCEDURES**

It is contemplated that matters required to be negotiated under the Michigan Public Employment Relations Act (MCLA 423.201 et. seq.) which are not specifically covered by this Agreement but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon the request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matter. Nothing contained herein shall be construed to provide a grievance arbitration procedure for a subject designated by law as a prohibited subject.

**ARTICLE XI
AGREEMENT CONTRARY TO LAW AND
MATTERS CONTRARY TO AGREEMENT**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. In the event of a conflict, the terms of this Agreement shall take precedence over policies or regulations of the Board concerning the same subject or matter.

**ARTICLE XII
VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever there is a vacancy in any position covered by this Agreement (including for this purpose those positions set forth in the Extra Duty Schedule) or in any administrative position, the Board shall give written notice of such vacancy to the president of the Association and post such notice in every school building. No vacancy shall be filled except in case of emergency until such vacancy has been posted at least ten (10) calendar days.
- B. Any teacher may apply for such a vacancy. In filling such vacancy, the Board shall consider the professional background and attainments of each applicant and the length of time each has been in the school system of the district. The Board maintains the right to promote or employ the person who, in the Board's opinion, is the best qualified applicant.
- C. As to positions set forth in the Extra Duty Schedule, the Board shall give preference to teachers having the necessary qualifications over other applicants, it being understood that the Board may employ such other applicants where there are no qualified teachers who apply.
- D. A written request by any teacher for a vacant Administrative position will be forwarded directly to the Superintendent of Schools, with a copy to the Secretary of the Board. The failure to obtain appointment to any such Administrative position shall not be a grievable issue, provided the notice posting procedures listed above have been followed.
- E. A request by a teacher for transfer to a different building or position may be made at any time. Any request shall be made in writing to the personnel office with a copy to the Association. The application shall set forth the school, grade or position sought, and the applicant's qualifications. Such requests shall be reviewed twice each school year to assure active consideration by the Board. Any such request must be renewed each school year in order to be reviewed as provided herein. The record of transfer, the transfer request, and all evaluative data pertaining thereto shall be made a part of the teacher's personnel file. No teacher will be discriminated against because of a request to transfer.
- F. Every attempt shall be made to prevent the involuntary transfer of any teacher to another building two (2) years in a row

**ARTICLE XIII
REDUCTION OF PERSONNEL**

The following provisions shall apply to a necessary reduction in personnel:

1. The parties realizing that education, to a large degree, depends upon the financial resources available to the Board as provided by the local public and the State of Michigan, and in accordance with this realization, understands that in some instances it may be economically necessary to reduce the educational program and subsequently the staff when funds are not available.
2. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the staff when economic necessity dictates.
3. Such personnel reductions will be made in a way to assure the community that the most adequate educational program is maintained.
4. Article XIII of this Agreement is subject to Section 1248 of the Michigan School Code. Nothing in this Article shall be applied or construed in such a manner as to violate Section 1248 of the Michigan School Code.
5. In order to promote an orderly reduction in personnel when the education program is curtailed, the following procedure shall be used:
 - a. The Board or its designee shall confer with the Association regarding those programs that should be adjusted or eliminated.
 - b. For employees whose employment is not regulated by the tenure act employees with the least seniority will be laid off first where any employee who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary employee. In the event senior employees not regulated by the Tenure Act must be laid off, layoff will be on the basis of least seniority first provided that the remaining staff is certified and qualified for that position.
 - c. Seniority shall be defined as the length of continuous service in the bargaining unit. A leave of absence shall not be deemed a break in service.
 - d. If two or more persons not regulated by the Tenure Act have equal seniority, such ties will be broken by using the last four digits of social security numbers, with the highest seniority ranking going to the highest social security number and rank thereafter computed respectively.
 - e. The Board shall maintain a current list of seniority. Not later than November 1 of each year, the District shall provide the Association president with a current seniority list.
 - f. It is noted that items B-D above ONLY apply to professional employees whose employment is not regulated by the Tenure Act. It does not apply to teachers who are now subject to Section 1248 of the Michigan School Code.
 - g. ZPS Staff will be informed annually of any Schedule B positions that are currently held by non-ZEA members.
 - h. Any notice of layoff must be sent by June 30th.
6. All reduction in school personnel due to financial causes shall be so indicated on the personnel records of the employees. Other possible employers shall be encouraged to furnish employment to those dismissed.
7. Any Zeeland Public Schools non-certificated professional staff member whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district in accordance with Section 1248 of the Michigan Revised School Code, provided he is qualified

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

- A. All individual teacher contracts shall be made expressly subject to the term of this Agreement for the duration of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Absence due to injury or illness incurred in the course of the teacher's employment and for which benefits are received under the Michigan Workmen's Compensation Act, shall not be charged against the teacher's sick leave days. The Board agrees to pay the difference in cases covered by this Workmen's Compensation Act, between all other disability benefits received from other sources and 70% of regular salary until such time as long-term disability becomes effective.
- C. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.
- D. Zeeland Public Schools and the Zeeland Education Association agree that the 2011-2013 collective bargaining agreement has been modified to comply with 2011 Public Acts 100-104 and the agreement should be interpreted and applied to comply with these Public Acts and any subsequent amendments that may occur during the life of this agreement.

Conversely, in the event that all or any portion of said Public Acts are repealed or modified, the 2011-2013 collective bargaining agreement should be modified accordingly, and only to the extent applicable, which may require a reversion back to the language within the 2007-2011 collective bargaining agreement that was withdrawn in order to comply with such Public Acts.

In the event of a dispute between the parties on the operation of this letter of agreement, the parties agree and understand that compliance with applicable law should be the determining factor.

**ARTICLE XV
DURATION OF AGREEMENT**

This Agreement shall be effective as of August 31, 2011 and shall continue in effect through August 31, 2013.

IN WITNESS WHEREOF, the parties here to have set their hands and seals this 31st day of August in Zeeland, Michigan.

For the Association:

John A. Darling President
Kathy Weerstra Secretary
J. Kevin Kremer Chief Negotiator

For the Board:

Tom DeaKude President
Rick Deuben Secretary
J. DeaKude Chief Negotiator

ZEELAND PUBLIC SCHOOLS 2011-13 SALARY SCHEDULE A

ARTICLE VIII - SECTION A

Increment		Indexed					
		BA/BS	BA/BS+18	BA/BS+30	MA	MA+15	ED Spec
		1.000	1.030	1.050	1.080	1.100	1.120
1	1.000	\$40,744	\$41,966	\$42,780	\$44,002	\$44,817	\$45,632
2	1.050	\$42,780	\$44,064	\$44,920	\$46,203	\$47,059	\$47,914
3	1.100	\$44,817	\$46,162	\$47,059	\$48,403	\$49,299	\$50,195
4	1.150	\$46,855	\$48,260	\$49,198	\$50,603	\$51,540	\$52,477
5	1.201	\$48,932	\$50,400	\$51,379	\$52,847	\$53,826	\$54,805
6	1.251	\$50,970	\$52,498	\$53,518	\$55,048	\$56,066	\$57,086
7	1.301	\$53,007	\$54,598	\$55,658	\$57,247	\$58,308	\$59,368
8	1.351	\$55,045	\$56,696	\$57,797	\$59,448	\$60,549	\$61,650
9	1.401	\$57,081	\$58,794	\$59,936	\$61,648	\$62,789	\$63,931
10	1.451	\$59,119	\$60,892	\$62,074	\$63,848	\$65,030	\$66,213
11	1.501	\$61,156	\$62,990	\$64,213	\$66,048	\$67,271	\$68,495
				1.062	1.092	1.112	1.132
12	1.551	\$63,192	\$65,089	\$67,111	\$69,006	\$70,270	\$71,534
13	1.611	\$65,637	\$67,607	\$69,707	\$71,676	\$72,989	\$74,301
14	1.611	\$65,637	\$67,607	\$69,707	\$71,676	\$72,989	\$74,301
15	1.611	\$65,637	\$67,607	\$69,707	\$71,676	\$72,989	\$74,301
16	1.611	\$65,637	\$67,607	\$69,707	\$71,676	\$72,989	\$74,301
17	1.671	\$68,082	\$70,124	\$72,304	\$74,345	\$75,708	\$77,069
18	1.671	\$68,082	\$70,124	\$72,304	\$74,345	\$75,708	\$77,069
19	1.671	\$68,082	\$70,124	\$72,304	\$74,345	\$75,708	\$77,069
20	1.711			\$74,034	\$76,125	\$77,520	\$78,914
21	1.711			\$74,034	\$76,125	\$77,520	\$78,914
22	1.711			\$74,034	\$76,125	\$77,520	\$78,914
23	1.711			\$74,034	\$76,125	\$77,520	\$78,914
24	1.711			\$74,034	\$76,125	\$77,520	\$78,914
25	1.811			\$78,360	\$80,574	\$82,050	\$83,526

1. Column 2 and 3. The 18 or 30 semester hours need not be graduate hours but must be taken after the provisional or professional certificate is received. The only exception to the above will be 5th year internship programs, i.e. MSU, where a teacher's certificate is awarded the year after the BA degree is granted.

The hours taken for a teacher's certificate are considered part of his/her post graduate program and therefore can be counted.

2. Column 5. The 15 graduate semester hours must be taken after the Masters degree.

3. Credits earned and reported, prior to the beginning of the school year, will receive full year salary adjustment. Credits earned and reported before the beginning of the 2nd semester will receive salary adjustment for the second semester.

ZEELAND PUBLIC SCHOOLS 2012- 13 Salary Schedule A							
<i>Schedule for staff hired for the 2012 - 2013 school year).</i>							
Article VIII - Section A							
2012 - 2013							
Indexed							
		BA/BS	BA/BS+18	BA/BS+30	MA	MA+15	ED Spec
Increment		1.000	1.030	1.050	1.080	1.100	1.120
1	1.000	\$39,200	\$40,376	\$41,160	\$42,336	\$43,120	\$43,904
2	1.050	\$41,160	\$42,395	\$43,218	\$44,453	\$45,276	\$46,099
3	1.100	\$43,120	\$44,414	\$45,276	\$46,570	\$47,432	\$48,294
4	1.150	\$45,080	\$46,432	\$47,334	\$48,686	\$49,588	\$50,490
5	1.201	\$47,079	\$48,492	\$49,433	\$50,846	\$51,787	\$52,729
6	1.251	\$49,039	\$50,510	\$51,491	\$52,962	\$53,943	\$54,924
<p>This schedule is in place only for the 2012 - 2013 school year. Schedule B compensation shall not be based on this schedule, but shall be based on the existing salary schedule. This schedule, all multipliers and all additional steps subject to bargaining prior to the start of the 2013 -2014 school year.</p> <p>1. Column 2 and 3. The 18 or 30 semester hours need not be graduate hours but must be taken after the provisional or professional certificate is received. The only exception to the above will be 5th year internship programs, i.e. MSU, where a teacher's certificate is awarded the year after the BA degree is granted.</p> <p>The hours taken for a teacher's certificate are considered part of his/her post graduate program and therefore can be counted.</p> <p>2. Column 5. The 15 graduate semester hours must be taken after the Masters degree.</p> <p>3. Credits earned and <u>reported</u>, prior to the beginning of the school year, will receive full year salary adjustment. Credits earned and <u>reported</u> before the beginning of the 2nd semester will receive salary adjustment for the second semester.</p>							

**EXTRA DUTY SCHEDULE A-1
ARTICLE VIII - SECTION D**

It is understood between the parties that a contract stipulating extra compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure, failure of the board to re-employ such a teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act. 4, Michigan Public Acts of 1937, extra session as amended.

Compensation for extra curricular activities will be based upon the first seven steps of the B.A. schedule, depending upon the number of years of service in that particular activity.

Previous experience in the same activity in another school district will be credited for compensation according to the procedure stated above.

HIGH SCHOOL DEPARTMENT MEMBERSHIP

1. All high school teachers will be assigned to the departments in which they teach.
2. Teachers who work in more than one department will be assigned to the department in their majority subject area.

**EXTRA DUTY SCHEDULE A-1
ARTICLE VIII - SECTION D**

HIGH SCHOOL SPORTS (Boys)

HIGH SCHOOL SPORTS (Girls)

Baseball	Varsity	10%	Basketball	Varsity	13%
	Junior Varsity	8%		Junior Varsity	8%
	9 th Grade	8%		9 th Grade	8%
Bowling	Head	10%	Sideline Cheer	Varsity	6%
	Combined Boys & Girls			Junior Varsity	4%
Basketball	Varsity	13%	Competitive Cheer	Head	10%
	Junior Varsity	8%	Golf	Varsity	9%
	9 th Grade	8%		Junior Varsity	7%
Cross Country	Head	10%	Cross Country	Head	10%
	Combined Boys & Girls	15%	Soccer	Varsity	10%
Football	Varsity	13%		Junior Varsity	8%
	Varsity Assistant (3)	8%		9 th Grade	8%
	Junior Varsity	8%	Softball	Varsity	10%
	Junior Varsity Assistant	8%		Junior Varsity	8%
	9 th Grade	8%		9 th Grade	8%
	9 th Grade Assistant	8%	Swimming	Varsity	13%
Golf	Varsity	9%		Diving	8%
	Junior Varsity	7%	Tennis	Varsity	10%
	9 th Grade	8%		Junior Varsity	8%
Soccer	Varsity	10%	Track	Varsity	10%
	Junior Varsity	8%		Varsity Assistant	8%
	9 th Grade	8%	Volleyball	Varsity	13%
Swimming	Varsity	13%		Junior Varsity	8%
	Diving/Assistant	8%		9 th Grade	8%
Tennis	Varsity	10%	Water Polo	Varsity	10%
	Junior Varsity	8%		Varsity Assistant	8%
Track	Varsity	10%			
	Varsity Assistant	8%			
Wrestling	Varsity	13%			
	Varsity Assistant	8%			
Water Polo	Varsity	10%			
	Varsity Assistant	8%			

NOTES:

Any extra duty person having fifteen (15) years in the same activity or in the same sport will receive an additional 10% of their pay for that position.

Assistant Coaches are employed based on the number of participants.

**EXTRA DUTY SCHEDULE A-1
ARTICLE VIII - SECTION D**

HIGH SCHOOL ACTIVITIES

All School Drama Production	13%
Art Club	3%
Business Professionals of America or DECA (per school)	3%
Dance	8%
Debate	5%
Drama Club	8%
Dutch Dance Sponsor	8%
Dutch Dance Assistant	6%
Flag Corp	4%
Instrumental Music	8%
Literary Magazine	5%
Marching Band Assistant	6%
 Musicals	 13%
Instrumental for Musical	5%
Vocal for Musical	5%
Choreography for Musical	5%
 National Honor Society (per school)	 3%
Orchestra	4%
Play Director - 9 th & 10 th Grades	5%
SADD	3%
Science Olympiad (per school)	3%
 Sideline Cheer (fall season only):	
Varsity	6%
Junior Varsity	4%
Freshman	4%
 Sponsors: (per school)	
Freshman Class	2%
Sophomore Class	2%
Junior Class	3.5%
Senior Class	3.5%
 Student Government (per school)	 6%
US First	5%
Vocal Music	8%
Yearbook (per school)	7%

NOTE:

Any Extra Duty Person having fifteen (15) years in the same activity or in the same sport will receive an additional 10% of their extra pay for that position.

EXTRA DUTY SCHEDULE A-1

ARTICLE VIII - SECTION D

MIDDLE SCHOOL SPORTS (Boys)

Basketball	7 th Grade	7%
	8 th Grade	7%
Cross Country	Head	6%
Soccer	7 th Grade	7%
	8 th Grade	7%
Swimming	Head	6%
	Diving/Assistant	6%
Tennis	Head	6%
Track	Head	6%
	Assistant	6%
Wrestling	Head	7%
	Assistant	6%
Football	7 th Grade Head	7%
	7 th Grade Ass't.	6%
	8 th Grade Head	7%
	8 th Grade Ass't.	6%

MIDDLE SCHOOL SPORTS (Girls)

Basketball	Head	7%
	Assistant	7%
Softball	Head	6%
Soccer	7 th Grade	7%
	8 th Grade	7%
Swimming	Head	6%
	Diving/Assistant	6%
Tennis	Head	6%
Track	Head	6%
	Assistant	6%
Volleyball	7 th Grade	6%
	8 th Grade	6%

NOTE: Assistant Coaches are employed based on the number of participants.

**EXTRA DUTY SCHEDULE A-1
ARTICLE VIII - SECTION D**

MIDDLE SCHOOL ACTIVITIES

Clubs (6 per school)	2% each
Instrumental Music	6%
Intramurals	6%
Jazz Band (per school)	2%
Orchestra (one position)	6%
Percussion (each school)	3%
Play/Musical Director (per school)	8%
Instrumental for Musical	1-3%
Vocal for Musical	1-3%
Choreography for Musical	1-3%
(total not to exceed 6% for the extra help as needed for production)	
Student Council (each school)	5%
Vocal Music (each school)	3%

NOTE:

Any Extra Duty Person having fifteen (15) years in the same activity or in the same sport will receive an additional 10% of their extra pay for that position.

**EXTRA DUTY SCHEDULE A-1
ARTICLE VIII - SECTION D**

ELEMENTARY ACTIVITIES

Safety Patrol	2%
Girls & Boys Recreation (per ½ hour)	.03% (.0003 X BA Base)
Math Pentathlon (per building)	2%
Or per district	5%
Odyssey or Destination Imagination (per building)	2%
Or per district	5%

DISTRICT MISCELLANEOUS

Department Heads/Grade Chairs (see Attachment #1)

Voluntary Lunchroom/Playground Duty \$6.00

Staff Subbing (see Attachment #3)

Summer Rewrite (per hour) - .07% (.0007 X BA Base)

Summer School Courses (per hour) - .07% (.0007 X BA Base)

Teacher Certification Renewal Fee - 100%

NOTE: Any Extra Duty Person having fifteen (15) years in the same activity or in the same sport will receive an additional 10% of their extra pay for that position.

**ATTACHMENT #1 - EXTRA DUTY
DEPARTMENT CHAIRS/GRADE GROUP CHAIRS**

HIGH SCHOOL DEPARTMENTS SHALL BE AS FOLLOWS:

	<u>Department</u>	<u>High School Percent</u>	<u>K-12 Percent</u>	<u>Total</u>
1.	Art	3%	2%	5%
2.	Business Education	6%		6%
3.	Life Management	3%	2%	5%
4.	Technology Education	6%		6%
5.	Language Arts	6%		6%
6.	Foreign Language	4%		4%
7.	Math	6%		6%
8.	Music	4%		4%
9.	Physical Education	5%		5%
10.	Science	5%		5%
11.	Social Studies	5%		5%
12.	Special & Alternative Education	6%		6%
13.	Zeeland Summit School Director	11%		11%
14.	Guidance		4%	4%
15.	Media		4%	4%

MIDDLE SCHOOL. TEAM LEADERS SHALL BE AS FOLLOWS:

	<u>Department</u>	<u>Middle School Percent</u>	<u>Total</u>
1.	6 th Grade – 1 Cityside – 1 Creekside	3% each	6%
2.	7 th Grade – 1 Cityside – 1 Creekside	3% each	6%
3.	8 th Grade – 1 Cityside – 1 Creekside	3% each	6%
4.	Exploratory – 1 Cityside – 1 Creekside	3% each	6%
5.	Special Ed. -- 1 Cityside – 1 Creekside	3% each	3%
6.	Middle School Language Arts Dept. Chair	3%	3%
7.	Middle School Math Dept. Chair	3%	3%
8.	Middle School Science Dept. Chair	3%	3%
9.	Middle School Social Studies Dept. Chair	3%	3%

ELEMENTARY DEPARTMENTS SHALL BE AS FOLLOWS:

	<u>Department</u>	<u>Elem Percent</u>	<u>Total</u>
1.	Language Arts	3%	3%
2.	Math	3%	3%
3.	Science	3%	3%
4.	Social Studies	3%	3%
5.	Physical Education	3%	3%
6.	Special Education	3%	3%
7.	Gifted & Talented	6%	6%
8.	Music	3%	3%
9.	Kindergarten Group Chair	3%	3%
10.	1 st Grade Group Chair	3%	3%
11.	2 nd Grade Group Chair	3%	3%
12.	3 rd Grade Group Chair	3%	3%
13.	4 th Grade Group Chair	3%	3%
14.	5 th Grade Group Chair	3%	3%

CURRICULUM ARTICULATION TEAM SHALL BE AS FOLLOWS:

1.	Co-Chairperson (one)	5%	5%
2.	Members	3%	3%

**ATTACHMENT #2 - EXTRA DUTY
MENTOR TEACHER
JOB DESCRIPTION/GUIDELINES**

- A. Beginning with the 1994-1995 school year a Mentor Teacher shall be defined as a Master Teacher as identified in section of 1526 of the school code and shall perform the duties of a master teacher as specified in the code. A Mentor teacher shall be tenured.
- B. A teacher in his/her first three (3) years of employment shall be assigned a Mentor Teacher. A minimum of five (5) days of professional development each year for three (3) years will also be provided to the mentee.
- C. The Mentor Teacher assignment is to provide professional support, instruction, resources, counseling, guidance, observation, demonstration and information to assist the mentee.
- D. Participation as a Mentor Teacher shall be voluntary. To the extent possible, the mentor shall be assigned only one mentee. Administrators will not participate as Mentor Teachers.
- E. The Mentor Teacher assignment shall be for one (1) year and shall be reviewed by the administration at the end of the year for renewal. The Mentor Teacher shall not participate in the evaluation process.
- F. The Mentor Teacher shall attend a workshop or conference approved by the administration for training to serve as a mentor teacher. All expenses are to be paid by the school district.
- G. The Mentor Teacher program is to assist the mentee and
 - 1. Provide an overview - Help the mentee to become an independent fully-functioning teacher, able to problem solve in a variety of contexts in the teaching and learning environment.
 - 2. Provide outcomes - Give background knowledge regarding research and knowledge for teaching as well as methods to incorporate skills.
- H. Mentor compensation will follow the schedule listed:
 - 1. \$400 for assignment with a 1st year mentee
 - 2. \$300 for assignment with a 2nd year mentee
 - 3. \$200 for assignment with a 3rd year mentee

**ATTACHMENT #3 - EXTRA DUTY
STAFF SUBBING**

SUBJECT: TEACHER SUB PAY FOR COVERING OTHER STAFF MEMBERS CLASS PERIODS DURING A TEACHER CONFERENCE PERIOD.

In order to facilitate the lack of regular substitutes for covering a class assignment when the assigned staff member is unavailable, a teacher with a conference period during that time period may sub for the staff member.

A teacher may not sub for more than one (1) conference period per day. A teacher shall not be required to substitute teach for another staff member during their conference period.

The following provisions shall apply when a teacher subs for another staff member:

1. The teacher may choose one of the following methods of payment for substituting:
 - a. One hour of subbing equals one hour of "comp" time and may be used as needed later.
 - b. One hour of subbing shall pay \$22 per sub hour. Payment shall be made at the end of each semester.
 - c. One hour of subbing can be added to personal days until another personal day or more is achieved (5 hours). Personal days may be carried over from year to year for subbing. Subbing days used as personal days must follow the Master Agreement.
2. In the middle and high schools, one period of subbing will be equal to one hour of time.
3. In the elementary, one period of subbing will be equal to half hour of time.

**SCHEDULE A-2
ARTICLE VI SECTION C-1**

2011-12 CALENDAR

Teacher Professional Development	August 31, September 1	
Students Begin	September 6	
Secondary "Rescue" Conferences	October 10 (3:00 – 6:00)	
Secondary Teacher Conferences	November 7 (2:00 – 8:00)	No school for students
Secondary Teacher Conferences	November 8 (4:00 – 7:00)	No school for students
Elementary Planning Day	November 7	No school for students
Elementary Professional Development	November 8	No school for students
Elementary Teacher Conferences	November 21(2:00 p.m. – 8:00 p.m.)	No school for students
Elementary Teacher Conferences	November 22 (2:00 p.m. – 8:00 p.m.)	No school for students
Secondary Professional Development	November 21, 22	No school for students
Thanksgiving Vacation	November 23 – 25	
Students Return	November 28	
Christmas Vacation	December 22 – January 3	
Students Return	January 4	
Exam Days (High School Only)	January 18, 19 & 20	Late Start Schedule for Secondary
End of Semester - Students	January 20	
**End of Semester - <u>Teachers</u>	January 23*	No school for students (Records Day)
Begin 2nd Semester	January 24	
President Day Break	February 17 & 20	No School
Elementary Planning Day	March 2	No school for elementary only
Parent Teacher Conferences	March 5	MS & HS evening 3-7 PM – regular school day
Planning & Parent Teacher Conf.	March 5 (2:00 – 8:00)	No School for Elem. Students only – Elementary Teachers report 3.5 hours early for planning
Spring Vacation	March 30 – April 6	
Students Return	April 9	
Tulip Time	May 9 & 10	Half Day of School
Memorial Day Vacation	May 28	
Exam Days (High School Only)	June 4	Half Day (Late Start) for MS & HS students only
Records/Exam Days (All Schools)	June 5	Half Day for all students – Late Start Secondary
Records/Exam Days (All Schools)	June 6	Half Day for all students

First Semester Student Days – 83
First Semester Staff Days – 87

Second Semester Student Days – 88
Second Semester Staff Days -- 88

*Note: If "inclement weather" closures exceed 30 hours, as allowed by the state, refer to Article VI, C., (2) for makeup of additional hours due to inclement weather.

**SCHEDULE A-2
ARTICLE VI SECTION C-1**

2012-13 CALENDAR

Teacher Professional Development	August 29-30	
Students Begin	September 4	
Secondary "Rescue" Conferences	October 8 (3:00 – 6:00)	
Secondary Teacher Conferences	November 5 (2:00 – 8:00)	No school for students
Secondary Teacher Conferences	November 6 (4:00 – 7:00)	No school for students
Elementary Planning Day	November 5	No school for students
Elementary Professional Development	November 6	No school for students
Elementary Teacher Conferences	November 19 (2:00 p.m. – 8:00 p.m.)	No school for students
Elementary Teacher Conferences	November 20 (2:00 p.m. – 8:00 p.m.)	No school for students
Secondary Professional Development	November 19-20	No school for students
Thanksgiving Vacation	November 21-23	
Students Return	November 26	
Christmas Vacation	December 24 – January 4	
Students Return	January 7	
Exam Days (High School Only)	January 16-18	Late Start Schedule for Secondary
End of Semester - Students	January 21	
**End of Semester - <u>Teachers</u>	January 21	Non school for students (Records Day)
Begin 2nd Semester	January 22	
President Day Break	February 18	No School
Parent Teacher Conferences	March 4	MS & HS evening 3-7 PM – regular school day
Planning & Parent Teacher Conf.	March 5 (2:00 – 8:00)	No School for Elem. Students only – Elementary Teachers report 3.5 hours early for planning
Spring Vacation	March 29 – April 5	
Students Return	April 8	
Tulip Time	May 8-9	Half Day of School
Memorial Day Vacation	May 27	
Exam Days (High School Only)	June 3	Full Day Elem., Late Start Secondary
Records/Exam Days (All Schools)	June 4	Half Day Elem., Late Start Secondary
Records/Exam Days (All Schools)	June 5	Half Day for all students

First Semester Student Days – 82
First Semester Staff Days – 86

Second Semester Student Days – 89
Second Semester Staff Days -- 89

*Note: If "inclement weather" closures exceed 30 hours, as allowed by the state, refer to Article VI, C., (2) for makeup of additional hours due to inclement weather.

SCHEDULE A-3

TEACHERS' FILES AND PRIVACY

The undersigned representatives of the Zeeland Public Schools (hereafter District) and the Zeeland Education Association (hereafter Association) hereby agree to the following:

I. COMPLAINT PROCEDURES

- A. Any report of unsatisfactory conduct or any unsatisfactory report submitted by parents, students, other teachers, or based on any other sources of information shall be discussed with the teacher before it is included in the teacher's personnel file and the teacher will be given an opportunity to respond to the report. All complaints to be placed in a teacher's file shall include the names of the complainants, date, and details of the complaint, provided that the District may withhold the names of the complainants from the teacher in extreme circumstances, and further provided that the Association may grieve the reasonableness of withholding the complainant's name in any given situation.
- B. Except in extreme circumstances as determined by the administration, the District shall ask complainants to meet with the teacher, to provide the teacher and the complainants with the opportunity to resolve the issue.
- C. Upon receipt of the complaint, the District shall investigate the complaint to determine its accuracy prior to placing it in the teacher's personnel file or taking any other action. The complaint will be placed in the teacher's personnel file only if the complaint is found to be accurate by the administration. If the complaint is found to be inaccurate by the administration, the complaint and all copies of the complaint will be destroyed. If the investigation by the District does not provide sufficient evidence to determine whether the complaint is accurate or not, the complaint and all investigative documents will be maintained in an investigative file for no longer than six (6) months separate from the teacher's personnel file unless the District is otherwise required by law to destroy the complaint and investigative file. Investigative files will not be released to third parties unless required by law.
- D. If the teacher believes that the personnel file contains information which is false, the teacher may utilize the contractual grievance procedure to have said material removed and destroyed.
- E. The teacher shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.
- F. A complaint against a teacher may not be used as a basis for disciplinary action unless such complaint was called to the attention of the teacher within ten (10) work days from the receipt of said complaint.
- G. When a teacher has engaged in conduct that is minor in nature and it is the first time such conduct has occurred, the administrator may issue an oral warning. This does not, however, prohibit the administrator from keeping an administrative record of this action, provided that this administrative record must be placed into the teacher's personnel file within six (6) months if it is to be used for employment purposes.

II. FILES AND FOIA

- A. Before any written document is placed in the teacher's personnel file, the following shall be done:
1. Any document about a teacher or teachers that is to be placed in a file shall be put in writing and dated. The teacher shall be given a copy of any such document when it is put in the file. In addition, disciplinary actions and/or complaints shall conform to the requirements contained above and in Article VI-M of the Master Agreement. Documents that do not contain all of this information shall not be included in the teacher's file;
 2. The teacher shall receive a copy of the written document(s) before they are placed in his/her file. [This paragraph shall exclude pre-hire credentials; transcripts; certificates; standard District business documents such as leave records, contracts, notice of assignments, etc.; personal financial information such as annuities, pay records, loan information; documents that the teacher provided to the District; insurance forms; etc.]
 3. The District shall correct or expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.
- B. The teacher shall have the right to submit a written response to any material placed in his/her file, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties. In the event that a teacher's files are requested by any third party, the teacher shall have the right to attach a written response to any material(s) in the files prior to release of the documents, regardless of whether any deadlines for submitting written responses have passed, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.
- C. In the event that any material from the teacher's personnel files is provided to any third party, the teacher shall be notified of the name(s) of the parties that received the information, and shall, upon request, be given a copy of all information provided to the third parties.
- D. If the District releases any material from the teacher's personnel file, the District shall simultaneously release the corresponding teacher's response(s) to the material.
- E. In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any teacher(s), or any portion thereof, the District shall immediately notify the teacher by telephone or FAX (or if the teacher is unavailable, by mail), and shall provide the following to the affected teacher(s) and to the Association:
1. A copy of the FOIA request;
 2. The name(s) of the requesting parties, and all documents and communications received by the District;
 3. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).
 4. The teacher will be provided an opportunity to review the contents before the release of the information, and will, upon request, be provided with copies of all communications and documentation sent to the requesting parties by District administrators or other District agents or attorneys.

- F. Upon receiving a FOIA request, the District will only divulge those items it is compelled by law to disclose, and will withhold all information it is permitted by law to withhold.
- G. Records of disciplinary action which are more than four (4) years old shall not be released to any third party.
- H. Each teacher shall have one (1) "personnel file," to be kept in the District's central office.
- I. A record regarding an occurrence or fact about a teacher kept in an administrative file shall, by August 31 of each year, be expunged from the administrative file, or be entered into the teacher's personnel file if it is to be used relative to the teacher's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action.
- J. The parties recognize that this Agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understanding a binding interpretation of the courts supersedes this Agreement.

SCHEDULE A-4

ELEMENTARY GRADE LEVEL AIDE ASSIGNMENTS

Article VI Teaching Conditions
 I.,(1),(b),(2) Table and Guide:

The following provisions shall apply:

1. If the class loads (Pg 11) are exceeded for at least two weeks, the affected teacher(s) may request the support services of a paid paraprofessional pursuant to a schedule worked out between the teacher and the principal of the building as follows.
2. The assignments at the K-5 grade level when class size overload determines aides are available, if requested by teachers, shall be supplemented as follows:

Assignments at the K grade level when aides are available if requested by teachers:

Sections of K	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides		
1	25	0	26	1																
2	50	0	51	1	55	1.5	56	2												
3	75	0	76	1	80	1.5	81	2	83	2.5	84	3								
4	100	0	101	1	105	1.5	107	2	109	2.5	110	3	111	3.5	112	4				
5	125	0	126	1	130	1.5	132	2	134	2.5	136	3	137	3.5	138	4	139	4.5	140	5

Assignments at the 1st grade level when aides are available if requested by teachers:

Sections of Gr. 1	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides		
1	26	0	27	1																
2	52	0	53	1	57	1.5	58	2												
3	78	0	79	1	83	1.5	84	2	86	2.5	87	3								
4	104	0	105	1	109	1.5	111	2	113	2.5	114	3	115	3.5	116	4				
5	130	0	131	1	135	1.5	137	2	139	2.5	141	3	142	3.5	143	4	144	4.5	145	5

Assignments at the 2nd grade level when aides are available if requested by teachers:

Sections of Gr. 2	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides	Ct.	Aides		
1	27	0	28	1																
2	54	0	55	1	59	1.5	60	2												
3	81	0	82	1	86	1.5	87	2	89	2.5	90	3								
4	108	0	109	1	113	1.5	115	2	117	2.5	118	3	119	3.5	120	4				
5	135	0	136	1	140	1.5	142	2	144	2.5	146	3	147	3.5	148	4	149	4.5	150	5

8/11/2011

**Schedule A-5
TEMPORARY TEACHER**

LETTER OF AGREEMENT

The Board of Education of the Zeeland Public Schools and the Zeeland Education Association hereby agree that the following terms and conditions will apply to TEMPORARY TEACHERS.

1. A Temporary Teacher is defined as a person who is not presently a bargaining unit member and who is employed to teach while another teacher is on a leave of absence beyond 60 working days.
2. Temporary Teachers are members of the ZEA bargaining unit.
3. Temporary Teachers have all of the rights and duties of other members of the bargaining unit except that:
 - a. No seniority shall accrue while in the temporary assignment.
 - b. After the temporary assignment is concluded, the Temporary Teacher will have no rights to recall in the district under the contract.
 - c. In the event the district chooses to employ the person in a subsequent assignment which is not a Temporary Teacher assignment, seniority will be granted to said teacher even if the time served as a Temporary Teacher was not continuous with the subsequent assignment.
4. Temporary Teachers will be issued contracts with a termination date stated thereon. A copy of this Letter of Agreement will be attached to each contract and made a part thereof.
5. This Letter of Agreement shall not be interpreted to deny a teacher any rights he/she may have as a matter of law. This Letter may also not be interpreted to require the District to violate sections 1248 of the Michigan Revised School Code or section 15 of the Public Employment Relations Act, as written.
6. Subject to paragraph 5 above, this letter of Agreement shall not be interpreted to deny any other member of the bargaining unit any rights granted by the contract.
7. _____ (name) shall be considered a Temporary Teacher (full time) for _____ (teacher being replaced) _____ at _____ (school) _____ School.
8. This agreement shall run from _____ (date of contract) _____.

For the Board of Education

For the Zeeland Ed. Association

Date

Date

(Name of teacher)

Date