

# September 1, 2023 – August 31, 2024

# ZEELAND EDUCATION ASSOCIATION AND BOARD OF EDUCATION

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#### **ARTICLE I**

#### PREAMBLE

- A. This agreement entered into this 12th day of June, 2023, 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: The 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. <u>Bargaining Unit Description</u>: 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, Instructional Coaches, and Social Workers. The term "teacher" when used hereafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit. When used hereafter, the term "non-classroom professional" or "NCP" shall refer to those employees whose employment is not regulated by the Michigan Teachers' Tenure Act, as amended, MCL 38.71 et seq, which shall include but may not be limited to bargaining unit employees who are not required to possess a valid Michigan teaching certificate for their assignment or employees who do not possess a valid Michigan teaching certificate.

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.

- B. <u>Negotiating with Association</u>: The Board agrees not to negotiate with any individuals or organizations other than the Association for the duration of this Agreement.
- C. <u>Teachers' Rights Under Law</u>: Nothing contained herein shall be construed to deny or restrict any teacher rights they 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. <u>Use of Buildings</u>: 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. <u>Use of Equipment, Materials</u>: 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. <u>Providing Information to the Association</u>: 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. <u>Negotiation During School Day</u>: 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. <u>Membership</u> in the association is voluntary. Teachers may choose to join the association and pay dues at their own will.

### **ARTICLE V**

#### EVALUATION

In 2011, Public Acts 101-104 made several issues that were formerly part of teaching contracts prohibited subjects of bargaining. One such issue was teacher evaluation. As a result, 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. Should policy and/or procedures surrounding evaluation change, the district will notify the association of these changes.

### **ARTICLE VI**

#### **TEACHING CONDITIONS**

- A. <u>Professional Program</u>: The Association and the Board of Education hereby agree to participate in the professional program involving teacher hours.
  - 1. <u>Teacher Hours</u>: The expectation for teachers before and after school is different by level. See below for details:
    - Elementary Classroom Teachers In the building fifteen (15) minutes before school, with ten (10) minutes at their post supervising students, and five (5) minutes in the building after school.
    - Elementary Specials Teachers In the building five (5) minutes before school and in school for fifteen (15) minutes after school, including ten (10) minutes helping supervise students at the buses.
    - Middle School Teachers In the building fifteen (15) minutes before school, with ten (10) minutes at their post supervising students, and five (5) minutes in the building after school.
    - High School Teachers In the building for ten (10) minutes before school with five (5) minutes at their post supervising students, and ten (10) minutes in the building after school with five (5) minutes at their post supervising students.

Special arrangements to leave early may be made with the building principal.

The work day of non-classroom professional staff who work in multiple buildings shall be the same as the school in which they begin their day.

Principals will meet within the first week of school and jointly verify staff start / stop times for part-time teachers.

a. <u>Pupil Day</u>: 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.

#### FULL DAY BEGINNING AND ENDING TIMES WILL BE AS FOLLOWS:

Elementary	8:40 a.m. – 3:35 p.m.
Cityside Middle School	7:35 a.m. – 2:30 p.m.
Creekside Middle School	7:35 a.m. – 2:30 p.m.
High School	7:45 a.m. – 2:40 p.m.

HALF DAY BEGINNING AND ENDING TIMES WILL BE AS FOLLOWS:

Elementary	8:40 a.m. – 11:55 a.m.
Cityside Middle School	7:35 a.m. – 10:45 a.m.
Creekside Middle School	7:35 a.m. – 10:45 a.m.
High School	7:45 a.m. – 11:00 a.m.

- b. <u>Bus Accommodations</u>: 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. <u>Number Classes Taught</u>: The number of classes, five (5) taught per teacher at the 6<sup>th</sup> -12<sup>th</sup> 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. <u>Advisory and DEAR/DEAL</u>: High school teachers will be assigned an Advisory class only if their part-time status is .6 FTE or higher. The same is true for middle school teachers and DEAR/DEAL. When possible, part-time employees will share their these responsibilities with another staff member. All full-time teachers will be assigned an Advisory (high school or DEAR/DEAL (middle school) class.
- e. Planning and Preparation Time for Part Time Employees should be consistent with the amount of FTE they are assigned.
- f. <u>Schedule of Classes Changed</u>: In the event the schedule of classes is changed, the teacher-student contact time shall not be increased.
- g. <u>Large Group Instruction</u>: Prior to large group instruction practices being used, teacher load and appropriate FTE will be negotiated between the BOE and ZEA. The BOE and ZEA should also negotiate conditions surrounding online courses.
- 2. <u>Teacher Meetings</u>: The Administrative staff shall schedule up to 30.5 hours of professional development over the course of the year. These would include 3 full day (5.5 half hour) professional development sessions (see calendar for dates) and 7 half-days for professional learning communities (PLC's) to meet (2 hours each) throughout the year. In addition to these 30.5 hours of required professional development, principals can require teachers to attend 3 hours of before or after school meetings that might include events like Open House, Curriculum Night, Card Parties, etc., not including Parent Teacher Conferences, Kindergarten Screening, or other previously negotiated dates. These 3 flexible hours should be planned well in advance, with a minimum 60 day notice for teachers.
- 3. <u>Professional Development</u>: All teachers shall participate in all professional development. There is no reduction for part-time teachers. Part-time staff, as well as categorical teachers, and non-classroom professional staff, are expected to attend all professional development, unless they believe the agenda does not apply to their position. If this is the case, the part-time, categorical, or non-classroom professional staff member may meet with their principal or supervisor and discuss being excused from part or all of the professional development session. If a teacher is excused from professional development and is full time FTE, the teacher is still expected to work during the time for which they are excused.

The start time for two-hour professional development sessions on Fridays will be 11:30 for middle school, 11:40 for high school, and 12:30 for elementary school. While part-time staff are required to attend all professional development, when part-time staff attend PD beyond their prorated FTE, they will be paid at the hourly rewrite/staff subbing rate for the additional hours worked. For example, a 0.50 FTE teacher would attend 50% of professional development (or 15 hours) without any additional compensation, and starting with hour 16 they can submit a timesheet and be paid the hourly rate.

4. <u>Parent/Teacher Conferences</u>: All teachers shall participate in parent/teacher conferences as scheduled by the calendar. Teachers can only be excused from any or all of parent/teacher conferences with previous permission from their principal or supervisor. If there is a conflict for a teacher who also coaches a sport, sponsors a club or works with students in performing arts, they will be expected to attend conferences if the

conflict involves a practice or rehearsal, and they will be excused from conferences if the conflict involves a performance or competition. All parttime 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.

Fall Conferences will be scheduled as follows:

- Monday, November 6<sup>th</sup> Secondary Conferences from 3:00 6:00 with 3:00 4:00 set aside for online conferences for parents. This will be a full day of school for students.
- Monday, November 6<sup>th</sup> Elementary Conferences from 4:00 7:00 with online conferences an option for parents any time during the afternoon. This will be a full day of school for students.
- Wednesday, November 8<sup>th</sup> Secondary Conferences from 3:00 6:00 with 5:00 6:00 set aside for online conferences for parents. This will be a full day of school for students.
- Wednesday, November 8<sup>th</sup> Elementary Conferences from 4:00 7:00 with online conferences an option for parents any time during the afternoon. This will be a full day of school for students.
- Thursday, November 9<sup>th</sup> Secondary Conferences from 1:00 7:00 with 1:00 2:00 set aside for online conferences for parents. This will be a half day of school for students.
- Thursday, November 9<sup>th</sup> Elementary Conferences from 1:00 7:00 with online conferences an option for parents any time during the afternoon. This will be a half day of school for students.
- On Thursday there will be a 30-minute dinner break scheduled at the discretion of the building.
- Friday, November 10<sup>th</sup> No school at all levels.

Spring Conferences are more complex than fall conferences. All staff are responsible for eight hours of time surrounding Spring Conferences, which are scheduled for Thursday, February 29<sup>th</sup> and Friday, March 1<sup>st</sup>, but the specific plan is different for various grade spans. The plan for spring conferences is found below:

- Young 5's through 3<sup>rd</sup> Grade teachers are given credit for four hours of time preparing for IRIP's. IRIP's can be scheduled from 12:30 2:30 on either Thursday or Friday, or any other time that week. If teachers at this level have less than four hours of IRIP's, then they are expected to track parent contact time for a total of four hours.
- 4th and 5th Grade benchmark meetings will be scheduled from 12:30 2:30 on Thursday and PLC time from 12:30 2:30 on Friday.
- Elementary Specialists PLC time both days, Thursday and Friday, from 12:30 2:30.
- Secondary Teachers teach a full day both days (counting for four of the required eight hours). Secondary teachers will also track four hours of parent contact time.
- 5. <u>Violations</u>: 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/ (total teacher days) per day or prorated thereof for an hourly amount.
- 6. <u>Change in Student Instruction Time</u>: 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. <u>Change in Hours</u>: 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. <u>School Calendar and Snow Days</u>: 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.
  - In the event there were changes in state law which would impact the school calendar, the district and association would meet to consider changes-to both the current and future calendars, keeping in mind the need for teachers and families to have time to adjust before calendar changes can be made.
- D. <u>Inclement Weather Days</u>: 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. <u>Elementary Prep Time</u>: Elementary teachers will be provided with a minimum of 250 minutes of planning time per week during the students' instructional day in blocks of at least 50-minute periods. This time is to be used for individual planning, grading, parent meetings, IEP's and other professional responsibilities.
- F. <u>Middle School Prep Time</u>: 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 their designee. This time is to be used for individual planning, grading, parent meetings, IEP's and other professional responsibilities. In a block schedule, it is possible that this planning time may not occur daily, but would occur whenever the planning hour is scheduled to meet on the block schedule.
- G. <u>High School Prep Time</u>: 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 their designee. This time is to be used for individual planning, grading, parent meetings, IEP's and other professional responsibilities. In a block schedule, it is possible that this planning time may not occur daily, but would occur whenever the planning hour is scheduled to meet on the block schedule.
- H. <u>Requirements During Planning Time</u>: During planning time, teachers must remain in the school building unless excused by the building principal or their designee. Teachers should not be required to provide direct supervision of students or paraprofessionals during their planning time. No regularly scheduled meetings will be established during teacher plan time. Meetings regarding individual students are not considered regularly scheduled meetings.

In the event that schedules are not made to allow adequate planning time for a teacher, they will be compensated for this time by increasing their FTE. This refers to a flaw in the master schedule, and not a situation where an emergency arises and a teacher loses their planning time on an individual day. In an effort to protect plan time, teachers should communicate via email to building administrators, human resources, and the ZEA to share if they feel too much is being asked of them during their planning time. This will allow administration to solve the problem or work with the union and other important stakeholders to create a solution.

I. <u>Pupil-Teacher Ratio</u>: 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.

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) Classes with a limited number of student stations, such as Art, Computers or Engineering 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. This 180 pupil per day cap does not apply to large group instruction classes such as PE, band, choir, orchestra or dance.
- (b) P.E. classes will not exceed 42 students, or the number of stations that allow safe participation in class.
- (c) Class size maximums are as follows:

Y5	21
K	23
1 <sup>st</sup>	24
2 <sup>nd</sup>	25
3 <sup>rd</sup>	27
4 <sup>th</sup>	28
5 <sup>th</sup>	29
6 <sup>th</sup> and up	30

(d) Both the elementary and the secondary level, if the above-mentioned class loads are exceeded for at least two weeks, an amount equal to three dollars (\$3) per student in excess of the above maximum class size per class period per day; retroactive to when class size exceeded the limit. This shall be paid at the end of each semester. For the purposes of this overload stipend, an elementary day shall be considered five periods long, in other words, elementary teachers will be paid \$15 per day. Building principals shall be given a two-week grace period where they can bring the class size to the limit or below. If they succeed, no stipend will be paid. In addition to the above formula, classrooms exceeding 35 students will be assigned a classroom paraprofessional.

Elementary specials will receive the same three dollars (\$3) per student over the cap per section that secondary teachers receive.

At the elementary level, teachers will receive a paraprofessional to be shared by teachers at that grade level in that building, when the

overload reaches a certain level. When a grade level reaches the point where they receive a paraprofessional, there is no longer the option of forgoing the paraprofessional and receiving additional overload pay instead. When a paraprofessional is hired, teachers the paraprofessional will be working with should be involved in the selection process. The process for determining if a grade level qualifies for a paraprofessional is as follows:

- For a given grade level, in a given building, you must determine how many students are over the cap on average in all classrooms at that grade level. Specialty classes like Gifted & Talented, or Spanish Immersion, do not count in this calculation. For example, the cap in Kindergarten is 23 students. One school has three classrooms with 25, 24 and 24 students each. The grade level average is 1.33 students over the cap (2+1+1=4, 4/3=1.33)
- Use the chart below to determine whether the teacher receives overload pay, a paraprofessional, or both:

Avg. Overload by Grade	Overload Pay?	Paraprofessional?
0 to 1.32 students	Yes, \$15 per student/day	No
1.33 to 2.65 students	No	Yes, 28.5 hours per week
2.66 students or more	Yes, \$7.50 per student/day	Yes, 28.5 hours per week

- If we reach a grade level average of four or five this would cause the district to consider opening an additional section, based on financial viability, classroom space, the availability of qualified teachers, and the best interest of the district.
- (e) For three positions, counselor, social worker and school psychologist, staff members will receive five dollars (\$5) per student over the ideal ratio of students to professional staff. This is not based on caseload, but the enrollment in the building or buildings where the staff member is assigned. The ratio for counselors and social workers will be 250 students per mental health professionals. The ratio for school psychologists will be 700 students per school psychologist. This overload payment will be based on the full pupil count enrollment per building, and will be paid in two equal payments at the end of each semester, at the same time classroom overloads are paid. Buildings with "testing only" responsibilities for school psychologists will not count in this calculation.
- (f) In the event a split grade is assigned to one teacher, the maximum number of students shall be 3 less than listed above. This language does not apply to Zeeland Quest, as they teach multi-age classes. In the event of a K/Y5 split section, the cap for this class would be 19.
- (g) No teacher shall be assigned more students than the number of student stations in the rooms.
- (h) 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.
- (i) "One on One" paraprofessionals assigned to special education students shall not be considered classroom paraprofessionals in an overload situation.
- (j) Team taught classes, which are led by both general education and special education teachers, typically include approximately onethird special education students. If a teacher is concerned about the proportion of students with individualized needs in their class, including Special Education, ELL, or any other subgroup, the teacher may request that the building administrator review class enrollment with the purpose of creating the best learning environment for students.
- (k) In self-contained Special Education classrooms, like our current ASD and ICARES classrooms, the amount of time a student is able to attend their general education classrooms can vary widely, often based on the needs and/or behavior of the student. In some cases, this Special Education student may put the general education classroom into an overload when they are in the room. If this happens in elementary, rather than trying to track exactly how many days and/or hours the student was in the general education class, the Special Education teacher, general education teacher and administration will meet and determine whether the student attended roughly 1⁄4, 1⁄2, or 3⁄4 of the possible time in class. This fraction will then be applied to the overload compensation.
- (I) Z-Links is a program where general education students attend classes with a special needs peer. These Z-Links support the Special Education student in class, both in terms of their academic, emotional, and behavioral needs. When this occurs, the Z-Links student(s) shall not count against the class size cap for that teacher, but administration should be mindful of the physical space in the classroom, and the total number of students enrolled when placing Z-Links students.
- J. <u>NCP Certification Requirements/Change in Assignment</u>: All non-classroom professionals (or "NCP's") shall be assigned by the Board of Education or the Superintendent to an assignment for which they are certified. Notification shall be given to the NCP as far in advance as possible when a change must be made. The Association shall also be informed of the change.

#### K. Lunch Periods:

- a. All high school and middle school teachers shall have a duty-free lunch period of at least thirty (30) minutes.
- b. 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.
- c. 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. Recess supervision will be rotated among all the teaching staff in the elementary building.
- L. <u>Elementary Specials Teachers</u>: The following guidelines apply to elementary specials teachers:
  - a. Specialists who travel during the school day during the week will not be required to do recess duty. A specialist who teaches three full days in one building and two full days in another, for example, does not travel during the school day, and therefore would be assigned recess duty. When a specialist has recess duty, administration must be mindful of allowing time for them to get in from recess before their next session.
  - b. Specialists may be required to help with dismissal of students at the end of the day, as a classroom teacher would do the same.
  - c. Specialists should not be forced to travel during a short period of time, such as recess or lunch, without being compensated for lost time, upon completion of Travel Time Supplemental Pay Request form, available from the Human Resources Office. A plan period that backs up to recess or lunch, that can be used as travel time, is appropriate.
  - d. Each year the association will appoint one teacher to work with administration in the development of the Master Specials Schedule. This does not include Building Level Specials Schedules.
  - e. We will use a rotating specials schedule on half-days where only three (3) specials meet each day for a full fifty (50) minutes. This rotation will continue on subsequent half-days and reset once each of the seven teaching periods has taken place. This schedule will be published and shared with. There are some half days where it makes more sense to use a "speed day" schedule, where all specials take place in 20- or 25-minute segments. This schedule will also be published and shared with staff.
- M. <u>Maintenance of Conditions</u>: 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.

As the district has grown, some staff are being asked to work with kids in a non-traditional classroom setting. When this happens, the teacher can work with the ZEA and administration to see what can be done to create a space that is appropriate for their role.

N. <u>Teacher Conference Funds</u>: The amount of Teacher Conference Funds (TCF) 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 Teacher Conference Fund Chair, in conjunction with the ZEA President, will adopt procedures for operation.

The TCF Chair 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 duplication of payments under any other section of this Agreement.

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

- O. <u>Tuition Reimbursement</u>: The district will offer tuition reimbursement to teachers with ten years of service or less to Zeeland Public Schools. Teachers with this level of experience can be reimbursed for the cost of three (3) graduate credits at Grand Valley State University to be used for graduate courses at any four-year university or other courses with pre-approval from the human resources office. Teachers who submit proof of a passing grade in a graduate course by June 1 of a given year along with a receipt for the cost of classes will be eligible to be reimbursed, provided they earned an evaluation rating of Effective or Highly Effective in the academic year that ended that month. Reimbursements will be paid by June 30. Tuition reimbursement will be capped at \$100,000. If applications for tuition reimbursement exceed the cap, all eligible applicants will receive an equal proportion of what they are owed, based on available dollars. Teachers with eleven or more years of experience at Zeeland Public Schools can also apply for tuition reimbursement. All of the reimbursement for teachers with ten years or less will be paid first with any remaining money split proportionately between teachers with eleven or more years of service, not to exceed the cost of three (3) graduate credits at Grand Valley State University.
- P. <u>School Improvement Plan</u> (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.

The District School Improvement Team will meet for no more than 12 hours over the course of the year and look at School Improvement from a K-12 perspective. The District School Improvement Team will be made up of representatives from each building, plus one representative from the ZEA, who will be paid a Schedule B stipend. Every effort will be made to select District School Improvement Team members who also serve as either department chairs and/or grade group chairs. It is important that the District School Improvement Team will not supersede who are actively engaged with the staff. Decisions and recommendations made by the District School Improvement Team will not supersede the terms and conditions of the contract. Data from the Comprehensive Needs Assessment will be used to plan for school improvement strategies and activities at the building and district level.

- Q. <u>Changes to Laws:</u> Any time a new law is passed or legislation is changed that impacts teacher's working conditions, certification, or other job conditions, the Zeeland Education Association and the Zeeland Board of Education agree to bargain within the confines of the law regarding the impact of the new law on teachers at the expiration of this contract.
- R. <u>Student Data Identified by Instructor</u>: When possible, and practical, there will be no release of comparative instructor-connected student data without a redaction of staff names and identifying criteria.
- S. <u>Teachers Serving as Substitutes</u>: 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 planning period during that time period may sub for the staff member. This might also include coverage for a teacher who has to attend an IEP or another parent meeting. A teacher may not sub for more than one (1) planning period per day. A teacher shall not be required to substitute teach for another staff member during their planning period. The district will develop a protocol, in consultation with the ZEA, and share it with staff, regarding the preferred sequence of who is pulled to cover a classroom when there is no substitute teacher available.

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. Teachers will earn comp time in one-hour increments based on the amount of time they cover a class. A block class equals two hours of comp time.
  - b. Comp time in increments of less than thirty (30) minutes can be tracked by the staff member and submitted in thirty (30) minute increments.
  - c. Rather than earning comp time, teachers can alternatively elect to be paid for each period that they sub, at the summer rewrite rate per hour. See pg. 34 for additional information. Payment shall be made at the end of each pay period.

- d. Comp time can be carried over from year to year. It functions just like personal days and follows the same guidelines as personal days from the Master Agreement. The only difference is comp time can be taken in increments as small as one hour, where the minimum length of a personal day is a half day.
- e. Itinerant staff can earn comp time when subbing like any other staff member.
- 2. At all three levels, one period of subbing will be equal to one hour of time, with the exception of schools on a block schedule, where one period of subbing for a block equals two hours of time.
- T. <u>Cameras in Areas Assigned as Classrooms</u>: As the amount of security cameras in schools has increased, the district agrees that security cameras in teaching spaces will be turned off when staff members are teaching in the space. At this time this language refers primarily to the gym for PE teachers, but could apply to other teaching spaces as well.
- U. <u>Teachers Dispensing Medication</u>: Teachers cannot be forced by administration to dispense medication to students or perform medical procedures, but may be asked to do so optionally. If no teachers are willing to dispense medication or perform medical procedures, whether at school or for special events like a field trip, administration shall make other arrangements. If teachers do agree to dispense medication or perform medical procedures to students optionally, appropriate training will be provided, in a time frame that will allow them to feel comfortable meeting students' needs. Teachers cannot be forced to track medical monitoring devices on their personal phone or other personal device without the option of being provided a device by the district.
- V. <u>Zeeland Quest</u>: Zeeland Quest is a building that operates on a balanced calendar, has multi-age classrooms, and a focus on Project Based Learning. As such, there are a few contractual items that pertain only to Zeeland Quest. These include:
  - 1. The number of days of school for students and teachers fluctuates from year to year, depending on when they start in August. A calendar will be published for the following year each spring.
  - 2. Most years, there are a couple more days in the Zeeland Quest year than in the rest of ZPS, but the total number of hours is normally less than their elementary counterparts in the rest of ZPS. We consider this to be a "wash" as long as they are as close as possible.
  - 3. Start and end times during the traditional school year is as follows:
    - a. K-5: 8:40 am 3:35 pm
    - b. 6-8: 7:35 am 2:31 pm
  - 4. In June and August when the rest of ZPS is not in session, Zeeland Quest holds classes Monday through Thursday and the start and end times are 8:30 am 2:00 pm.
  - 5. Zeeland Quest teachers will have the same thirty-minute, duty-free lunch as is true of all ZPS teachers, both during the traditional year and during the summer months as well.
  - 6. Recess will be scheduled using the K-5 master schedule, with all K-5 teachers sharing recess duty equally. The goal is two teachers on duty at any one time. When the master schedule is not as flexible, each grade level team will be responsible for creating a shared recess duty schedule and reporting it to Zeeland Quest administration for approval.
  - 7. When determining class size in multi-age classrooms, the cap will be the same as the rest of ZPS, using the lower of the two grades. For example, the first-grade cap is 24 and the second-grade cap is 25, so a 1<sup>st</sup>/2<sup>nd</sup> multi-age classroom is capped at 24. One grade level might be over the individual cap, but that can be offset by a smaller class in the other grade level. For example, there might be a total of 27 first graders and 21 second graders, but that works out to two classes with 24 students each, which is still at the cap.
  - 8. For payroll purposes, the Zeeland Quest contract begins the first day of school in August each year, and runs through July 31st of that same school year.

#### W. Student with Aggressive Behavior

- 1. Special education students must remain in the least restrictive environment per federal law.
- 2. The process for determining the least restrictive environment for all students needs to be clear and shared with teachers, and teachers should be a part of the IEP process.
- 3. Teachers will be provided an opportunity to receive CPI training (Crisis Prevention Institute) to learn strategies and techniques related to crisis prevention, de-escalation, and crisis response.
- 4. Teachers will not be charged sick time for time that they miss outside the classroom as a result of a physical injury from working to de-escalate a student. A physician's note may be required.
- 5. If a teacher's personal property is destroyed during a behavior incident, the district agrees to reimburse the teacher for the cost of the item(s), either directly or after law enforcement involvement, if appropriate.

#### X. <u>Teacher Files and Privacy</u>

- 1. NON-DISCIPLINE COMPLAINT PROCEDURES
  - a. Any non-discipline report of unsatisfactory conduct or any unsatisfactory report submitted by parents, students, other teachers, or based on any other sources of information shall not be placed in the teacher's personnel file. A copy shall be provided to the teacher.

- b. Except in disciplinary situations, the District shall ask complainants to meet with the teacher, to provide the teacher and the complainant the opportunity to resolve the issue.
- c. 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, provided the material is not a prohibited subject of bargaining under MCL 423.215.

#### 2. FILES AND FOIA

- a. Before any written document is placed in a teacher's personnel file, the following shall be done:
  - i. To the extent the document does not pertain to a prohibited subject of bargaining, like discipline or evaluation, 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 such documents when it is put in the file. [This paragraph would exclude pre-hire credentials; transcripts; certificates; standard District business documents such as leave records, contacts, 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.]
  - ii. 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 their file, to the extent that the material does not pertain to a prohibited subject of bargaining under MCL 423.215. This response shall be attached to all copies of the written document, including but not limited to all copies provided to 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 the release of the documents, regardless of whether any deadlines for submitted written responses has passed, and this response shall be attached to all copies of the written document, including but not limited 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 email (or if the teacher is unavailable, by mail), and shall provide the following to the affected teacher(s) and to the Association:
  - i. A copy of the FOIA request;
  - ii. The name(s) of the requesting parties, and all documents and communications received by the District.
  - iii. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teacher(s) and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested information.
  - iv. The teacher will be provided the 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 the FOIA request, the District will only divulge those items it is compelled by law to disclose, and will withhold all information it is permitted 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 be required. The parties understand a binding interpretation of the courts supersedes this Agreement.

### **ARTICLE VII**

#### LEAVES OF ABSENCE

A. <u>Paid Sick Leave</u>. 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 50 sick days (300 hours) over the course of their employment. At the end of each school year, teachers will lose any days beyond 40 and receive no compensation for lost sick days. There is a new incentive for unused sick and personal days found below. Up to 40 unused sick days can be rolled over to the following year.

There shall be no future accumulation by any teacher in excess of 50 days (300-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.

- B. <u>Absence Charged Against Sick Leave</u>. Teachers may use their sick time and take sick leave 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 an 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.). This would be in addition to the formal Adoption Bonding Time (see I below).
  - 6. Pre-planned sick days, such as for medical appointments, shall not be scheduled on the same day as professional development without previous written permission from the Asst. Superintendent of Administrative Services.
  - 7. When a teacher is going to be absent for more than three consecutive days, they will need to apply to use sick leave through the Human Resources Office. This applies to maternity, paternity, and adoption leaves as well.
- C. <u>Short/Long Term Illness.</u> When a teacher is absent due to illness for more than three consecutive days, the first 30 calendar days of illness will be covered by the teacher's sick time (or either personal, unpaid, or possibly donated days if they do not have enough sick time). The district reserves the right to have this illness certified by a physician, but the illness does not necessarily have to qualify for FMLA leave. Calendar days 31-90 shall be considered Short Term Disability Leave. Teachers on Short Term Disability will receive their full salary and benefits, paid by the district, and they do not have to use sick or personal time to cover these absences. Calendar days 91+ would be considered Long Term Disability. Long Term Disability is administered by the district insurance provider, and may be approved or denied by the provider. Terms of Long-Term Disability are dependent on the current insurance program. If Long Term Disability is denied, a teacher may apply for Medical Leave (see D below).
- D. <u>Extended Medical Leave</u>. 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 Extended Medical Leave shall be in writing and be supported by a doctor's statement.

Teachers who return from Extended Medical Leave are entitled to a position at the same FTE (Full Time Equivalency) as what they had before they went on leave.

E. <u>Personal Business</u>. At the beginning of each school year each teacher shall be credited with three (3) days of personal business, to be taken on a work day chosen by the teacher. 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, other than the exception described in item G below, nor on a previously scheduled professional development day.

No more than 10% of teachers per building shall be allowed to schedule a personal day on any given day. This number changes to 5% in the months of May and June. This number is calculated by counting classroom teachers per building, including special education teachers, and counting five specialist teachers per elementary school (even if the building has more than five shared specialists), not counting non-classroom professional staff. When making this calculation, administrators should always round up to the nearest whole number.

A teacher may still be granted a personal day beyond the 10% cap (or 5% in May and June), if the request is submitted at least 48 hours before the requested day off and a substitute can be found on Monday through Thursday, but on Friday the building cap is a hard cap and personal day requests can be denied.

F. <u>Wellness Days</u>. In addition to sick and personal time, teachers will also be given two (2) Wellness Days. Since mental health is a focus for our staff, these days are provided to allow staff time to focus on self-care. Much like personal days, wellness days can be taken for any reason, and have the same restrictions against taking days before or after a vacation or on a previously scheduled professional development day. Wellness days would fall under the same daily cap restriction described for personal days in letter E above. These days cannot be attached to each other or to personal days to create a longer leave. They are only to be used for individual, stand-alone days. Wellness Days will be prorated for part-time staff.

Because we want to encourage staff to use these days, they cannot be banked and carried over to the following year. There is no incentive for not using wellness days. If they are not used, they disappear at the end of the year. This is not meant to be punitive, but encouragement to take the time to prioritize self-care when needed.

G. <u>Special Exceptions (Personal Days and Wellness Days).</u> There is a desire from staff to be able to occasionally use personal days or wellness days attached to a traditional vacation period. District-wide there will be eight (8) slots for staff to take time off immediately before or after each of the following holidays – Labor Day, Thanksgiving, Christmas Break, Winter Break, Spring Break, and Memorial Day. Each year staff can sign up for one of these slots from May 15-31, but for the 2023-24 school year, this window will be from September 1-15. If only eight (8) staff sign up for a given day, they will be allowed to use personal days or wellness days attached to the holiday in question. If more than eight (8) people sign up, there will be a random drawing to select eight (8) staff members to receive this benefit. Regardless of whether the maximum of eight (8) people sign up, no more than two (2) people from any elementary building, and no more than three (3) people from a secondary building can be granted this exception on the same day. If someone has received this special exception in the previous three years, they start at the bottom of the sign-up list and would only be given permission to use a personal day or wellness day on the day in question if no more than eight (8) people sign up for the day.

In addition to the process described above, staff members can contact the Human Resources Office and seek special permission to use personal days or wellness days on the day before or after a holiday if they have some kind of important life event that makes the absence unavoidable, such as an out-of-state wedding or moving a child into college as just two possible examples. Special written permission will be given by administration in these cases. The term "once in a lifetime" was previously used for these absences, but we will transition to the term "special permission" instead.

H. Incentive for Unused Sick and Personal Days. Teachers who use three or less sick days in a given school year will receive a \$300 bonus in June, following completion of the school year. Unused personal days can be sold back to the district, at the option of the teacher, at a rate of \$150 each. Unused personal days can be converted into sick days if they are not sold back to the district, but not if they will cause the teacher to end the year with more than 40 sick days.

One form will be provided by the district that will allow teachers to both request their sick day incentive pay and declare if they are selling back unused personal days or would like them converted to sick time.

The association agrees that the misuse of sick and personal days, including but not limited to using sick time when personal business time would be more appropriate, is not only contrary to professional behavior, but would be considered misconduct.

In addition, upon retirement, all staff with 15 years or more service to the District will have the ability to sell up to 50 unused sick days back to the district provided that they put their intention to retire at the end of that school year in writing by the following dates:

- \$100/day if retirement is received by Human Resources office in writing by March 1st
- \$75/day if retirement is received by Human Resources office in writing by April 1st
- \$50/day if retirement is received by Human Resources office in writing by August 1st
- After August 1<sup>st</sup>, there is no ability to sell back unused sick days upon retirement.
- I. <u>Gestational Leave</u>. After the birth of a child, staff members who carry the baby are entitled to six weeks of gestational leave (formerly known as maternity leave) time for traditional delivery. This leave becomes eight weeks in the case of Cesarean section delivery. Staff members can use sick time to cover calendar days 1-30 of the maternity leave, but if they do not have enough sick days, this time will be unpaid, unless sick days are donated by other staff to cover the unpaid time. Staff members can receive up to ten (10) donated days more than what they need to cover the gestational leave to cover additional sick time that might be needed for appointments and such after returning from leave. Days 31 through the end of the leave are covered by short term disability (see letter C above). Any time requested beyond the six- or eight-week limit would be considered unpaid child care leave (see letter P below).

- J. <u>Non-Gestational Leave</u>. After the birth of a child, staff members who do not carry the baby are entitled to fifteen days of non-gestational leave (formerly known as paternity leave) time, to be used in the first six months of the life of the child. These days do not have to be taken consecutively. Staff members can use sick time to cover non-gestational leave, but if they do not have enough sick days, the remaining time will be unpaid, unless sick days are donated by other staff to cover the unpaid time. Staff members can receive up to ten (10) donated days more than what they need to cover the non-gestational leave to cover additional sick time that might be needed for appointments and such after returning from leave. In the event of health concerns for the gestational parent, the non-gestational parent could qualify for FMLA leave, which would allow them to take additional time off (paid or unpaid depending on sick days available, and the potential for donated days).
- K. <u>Adoption Bonding Time</u>. After the adoption of a child, staff members can take up to six weeks of time off for bonding with the child. Adoption bonding time is similar to gestational leave (see letter I above), but an adoptive parent would not qualify for short term disability. Staff members can use sick time to cover adoption bonding time, but if they do not have enough sick days, the remaining time will be unpaid, unless sick days are donated by other staff to cover the unpaid time.
- L. <u>Jury Duty Service</u>. 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 a teacher for such service (excluding mileage allowance) shall be remitted 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.
- M. <u>Association Days</u>. 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.
- N. <u>Military Leave</u>. 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.
- O. <u>Visitation Day</u>. 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.
- P. <u>Child Care Leave</u>. An unpaid leave of absence for child care shall be granted on request of a teacher under the following conditions:
  - 1. The first requested year or less will be granted by the district.
  - 2. The second requested year for the same child may be granted at the sole discretion of the district based on enrollment, staffing needs, and the availability of qualified replacement teachers.
  - A third requested year for the same child will not be granted, except in cases where there is a serious health concern. 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.
  - 4. A teacher returning from child care leave shall be given a position at the same FTE (Full Time Equivalency) as what they had before taking a child care leave. 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.
- Q. <u>Sabbatical Leave</u>. Sabbatical leave shall be available after 7 years of consecutive full-time employment in the Zeeland school district. The intent of Sabbatical leave is to engage in research, or engage in continuing education that will help the teacher grow as a professional educator. The district reserves the right to ask for documentation that verifies that this is a true Sabbatical and not simply a chance for a teacher to travel. No compensation shall be given by the school district during the year of study; however, full fringe benefits shall be given. A teacher will still be responsible for the employee portion of their insurance costs. A teacher returning from sabbatical leave shall be given a position at the same FTE (Full Time Equivalency) as they had before going on sabbatical. Permission must be with the approval of the Board of Education.
- R. Other Provisions.
  - 1. <u>Increment</u>. A teacher on an unpaid leave of absence under Paragraphs D, I, K or P above shall not receive credit for time on leave when computing salary increments.
  - 2. <u>Fringe Benefit Continuation</u>. In the event a teacher resigns, or goes on an unpaid leave of absence during the school year, the Board shall continue payments of the applicable insurance premiums per the following formula:

# teacher staff days completed in school year	Х	36	-minus	# of calendar	=	# of additional calendar days the Board shall continue payment of
# of staff days in a year		5		days completed in school year		insurance after any FMLA is completed

Any and all fringe benefits should cease when the teacher moves to Long Term Disability (see C above).

Whenever insurance benefits cease in the middle of a month, the teacher is entitled to receive benefits for the remainder of that calendar month. If a staff member is hired midyear, their insurance benefits will begin on the first day of the following month.

S. <u>Family and Medical Leave Act</u>. The district will comply with all aspects of the Family and Medical Leave Act ("FMLA"). Because laws and regulations surrounding FMLA are constantly changing, please refer to the board guidelines on FMLA or contact the Human Resources Office for more information.

Teachers who have been employed for at least twelve (12) months and have worked at least 1250 hours during the previous twelve (12) months shall be eligible for unpaid Family Medical Leave of up to twelve (12) or twenty-six (26) weeks, depending on the qualifying reason for leave. The District and the Association agree that the District shall have the right to develop, approve and implement policies on family and medical leave which comply with the Family and Medical Leave Act. For additional information regarding FMLA, please refer to Board Policy or contact the Human Resources Office.

T. <u>Unpaid Leave of Absence</u>. 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. 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.

#### **ARTICLE VIII**

#### **PROFESSIONAL COMPENSATION**

- A. <u>Salaries</u>. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. <u>Paydays</u>. 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. <u>Summer Pay.</u> Teachers have the option of taking their summer pay in a lump sum at the end of the school year. There is paperwork available through the payroll office that needs to be completed for this request. This paperwork needs to be completed and submitted to the Business Office by the first day of the new school year.
- D. Extra Duty Compensation will be given only for those duties listed in the extra duty schedule B and attachments 1-2 of the contract.
- E. Credit for Prior Teaching. 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. <u>Teachers Without Certificates</u>. Any teacher who does not have a valid Michigan teaching certificate shall receive six percent less than their normal placement on Salary Schedule A.
- G. <u>Certification Fees</u> will be 100% reimbursed for certification required for the teacher to remain employed. In the case of optional certification, those fees will not be reimbursed. The same is true for non-classroom professional staff, who often have different certifications than teachers. We will also reimburse 100% for certification that is required for non-classroom professional staff, but not reimburse certification that is considered optional.
- H. <u>Mileage</u>. A teacher who is required in the course of their 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. 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.

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. Requests for supplemental pay must be submitted to the business office at the end of each semester.

- I. <u>Pay for Extended School Year</u>. Professional staff whose duties are the same as during the school year and are required to work longer than the number of days contained in the school calendar shall be paid at the per diem rate of 1/ (total number of teacher days) of their annual salary for each additional day worked.
- J. <u>Pay for Added Teaching Load</u>. For classroom assignments in excess of the regular school year and the normal teaching load, the teachers will be compensated based on the additional FTE. For example, at the high school level, a teacher picking up a 6<sup>th</sup> assignment and teaching on their planning time would be paid as a 1.2 FTE teacher, at their current salary. There are no additional benefits when teaching more than 1.0 FTE. The teacher must agree to accept this 6<sup>th</sup> assignment.
- K. <u>Part-Time Proration</u>. 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 half step increments. If the teachers FTE is 0.40 or less, or if they work 40% or less of the school year, they will move one-half step on the salary schedule for the following school year. If the teachers FTE is 0.41 or more, or if they work 41% or more of the school year, they will receive a full step. 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 D, I, K and P.
- L. <u>The Insurance Program</u> shall be as follows:

The Board shall provide the employees the following MESSA insurance protection for the employee, their family, and other eligible dependents as defined by MESSA for 12 months each year.

#### PLAN A – For employees needing health insurance

- OPTION 1 MESSA ABC Plan 1, \$1500/3000 Deductible, ABC Rx, Health Equity HSA Rider.
- OPTION 2 MESSA ABC Plan 1, \$1500/\$3000 Deductible, 20% Coinsurance, ABC Rx, Health Equity HSA Rider
- OPTION 3 MESSA ABC Plan 2, \$2000/\$4000 Deductible, 20% Coinsurance, 3 Tier Mail Rx, Health Equity HSA Rider.
- OPTION 4 MESSA Choices, \$500/\$1000 Deductible, No Coinsurance, \$20/\$20/\$20 OL/OV/SV Copay, \$25/\$50 UC/ER Copay, Saver Rx, and no rider.
- 1. The Board shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members described below for each medical benefit plan coverage year.

The 2023 Hard Cap Amounts:

- \$7399.47 times the number of Single Subscribers (\$616.62 monthly)
- \$15,474.60 times the number of Two-Person Subscribers (\$1289.55 monthly)
- \$20,180.43 times the number of Family Subscribers (\$1681.70 monthly)

This annual employer paid amount shall adjust at the beginning of each medical benefit plan coverage year, to the maximum payment permitted in Section 3 of the Publicly Funded Health Insurance Contribution Act.

Employees who enroll in a MESSA medical plan shall have all of the employer Hard Cap contribution paid towards the MESSA medical plan premium. If the cost of any plan is below the Hard Cap, the employee shall receive the difference between the premium and the Hard Cap as payment into their Health Equity Savings Account (HSA) by January 30<sup>th</sup> of each year, so long as the plan includes an HSA. The last lump sum HSA payment will be made in January of 2024. Starting in October of 2024, these HSA payments will be made payroll-to-payroll in the first two paychecks of the month. For the 2025 calendar year, all HSA payments will be made biweekly.

If the selected plan does not include an HSA, the teacher would have the option of receiving the difference in a Flexible Spending Account (FSA) for medical costs. If a staff member resigns or is terminated before the end of the school year, they will need to pay back a prorated portion of what was placed in the HSA or FSA based on how much of the calendar year remains.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their Health Equity HAS, up to the maximum allowed by Federal Law.

The remaining cost for the employee's elected medical plan premiums shall be paid by the employee. The employee's premium contribution will be payroll deducted, in equal amounts, from each employee paycheck through a qualified Section 125 Plan and,

as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HAS accounts administered through HEQ.

- 2. All other non-medical MESSA Ancillary benefits described below shall be fully employer paid and provided to all employees in the bargaining unit.
  - LONG TERM DISABILITY 70% of annual contractual salary, \$7500 maximum benefit, 90 Calendar Days (modified fill), Pre-Existing Condition Waiver, Maternity Coverage, Primary Social Security Offset, Alcoholism/Drug (same as illness), Mental/Nervous (same as illness), No Cost of Living Benefits
  - NEGOTIATED LIFE -- \$50,000 w/AD&D and Waiver of Premium
  - VISION VSP 3 Plus (250 CL)
  - DENTAL 100/90/90, \$3000 annual maximum/person, 100% coverage for X-Rays, 90% orthodontics with UCR (no max), and 2 cleanings January through December.

#### PLAN B - For employees not needing health insurance

Employees electing the MESSA Package B that does not include a medical plan must provide the Employer, each year and during open enrollment, annual proof of minimum essential coverage through another employer/provider.

The non-medical benefits provided shall be the same as those listed above in paragraph 3.

Employees electing Plan B shall receive 82.5% of the hard cap for a single subscriber benefit as cash in lieu, payable on a bimonthly basis. Part-time teachers shall receive a prorated amount of cash in lieu.

- 3. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. To be eligible for Plan A or Plan B coverage, employees must enroll.
- 4. Part-time teachers who elect Plan A above shall reimburse the Board for the amount of medical insurance premium, as they have elected, prorated for the amount of time the part-time teacher is to full time.
- M. <u>Direct Deposit</u>. All teachers must participate in the direct deposit option(s) for payroll checks in accordance with the procedures established by the Business Office.
- N. <u>Comp Time for Presenting.</u> When teachers present as part of formal professional development for their colleagues in Zeeland, they can earn thirty (30) minutes of comp time for each thirty (30) minute increment of their presentation. Comp time can only be earned in thirty (30) minute increments and does not include time spent preparing for the presentation. This applies only to formal, pre-planned presentations, and not "sharing time" that might occur at a staff meeting or the like. This stipulation does not apply to staff members who regularly present to their colleagues as part of their job, as is the case with instructional coaches, or department/grade level chairs when they are running the department or grade level meeting. If the teacher leaders present outside of their department or grade level, then they would qualify for this additional comp time.

#### ARTICLE IX

#### **GRIEVANCE PROCEDURE**

- A. <u>Definition</u> A "grievance" is a written claim by a teacher, a group of teachers, or the Association, of an alleged violation, misinterpretation, or misapplication of a specific, identified provision of the contract. While it is quite common that staff members have issues that arise and need that need to be resolved, the issue only rises to the level of a formal grievance if a) it relates to language from the contract (as defined above), and/or b) the issue could not be resolved informally.
- B. <u>Purpose</u> The primary purpose of this procedure is to secure, at the most appropriate level of administration, equitable solutions to the problems of the parties.
- C. <u>Structure</u> The structure of this process shall be as follows:
  - a. A grievance shall be filed using a form which is acceptable to the Association and the District. This form shall be included in this Agreement as Addendum #1.
  - b. Grievances will normally be filed at Level One, except grievances involving more than one person or building may be filed at Level Two

by mutual agreement between the Superintendent and the Association President.

- c. Grievances formally filed at the first level shall contain a designation of the remedy sought in connection with the grievance. Any amendments to proposed relief shall be made no later than Level Three.
- D. <u>Time Limits</u> The following time limits exist for this process.
  - a. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be compressed or extended, in writing, by mutual consent.
  - b. Time limits are expressed below in terms of "business days", but both parties agree that Christmas Break and Spring Break will not count as "business days" in working through a grievance.
  - c. If a teacher does not file a written grievance within twenty (20) teacher attendance days after the act or conditions on which the grievance is based occurred, then the grievance shall be considered waived.
  - d. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed the same as declining the right to appeal through this grievance procedure.
  - e. Failure by the administration to respond within the time limits shall cause the grievance to be advanced to the next level at the option of the grievant.
- E. <u>Procedures</u> If a teacher of the Association feels that there is a grievance, the teacher or Association Representative shall first discuss the matter with the principal or other appropriate administrator. The teacher shall have the right to have their Association Representative assist them in efforts to resolve the problem informally.
  - a. Level One School Principal
    - i. If the grievant is not satisfied with the outcome of the informal procedure, they may, within twenty (20) business days following the act or conditions on which the grievance is based, present their claim as a formal grievance to their principal or supervisor.
    - ii. The principal or supervisor shall, within ten (10) business days, render their decision in writing to the grievant.
  - b. <u>Level Two</u> Superintendent or Designee
    - i. If the grievant is not satisfied with the disposition of their grievance at Level One, they may file their written grievance with the Superintendent or Designee within ten (10) business days following receipt of the decision at Level One.
    - ii. The Superintendent or Designee shall, within ten (10) business days after receipt of the referral, meet with the grievant and/or with a representative of the Association's Grievance Committee for the purpose of resolving the grievance.
    - iii. The Superintendent of Designee shall, within ten (10) business days after the hearing, render their decision in writing to the grievant with a copy to the Association's Grievance Committee Chairperson.
  - c. <u>Level Three</u> Board of Education
    - i. If the grievant is not satisfied with the disposition of their grievance at Level Two, they may file the grievance with the Board of Education within ten (10) business days following receipt of the Level Two decision.
    - ii. A committee of no less than three members of the Board of Education shall, within ten (10) business days after receipt of the appeal, meet with the grievant and/or with representatives of the Association for the purpose of reviewing the grievance. The meeting shall be public or private, at the option of the grievant, to the extent permitted by law.
    - iii. The Board shall, within ten (10) business days after such a meeting, render its decision in writing to the grievant with a copy to the Association's Grievance Chairperson.
  - d. <u>Level Four</u> Arbitration
    - i. Individual teachers shall not have the right to process grievances at Level Four. If a satisfactory disposition of the grievance is not made as a result of the meeting provided in Level Three above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within twenty (20) business days from the date of the receipt of the decision following the meeting provided for in Level Three above.
- F. <u>Arbitration</u> Upon filing with the American Arbitration Association, the Association and the Board may agree to process the case under the Expedited Labor Arbitration Rules.
- G. <u>Powers of the Arbitrator</u> It shall be the function of the arbitrator, and they shall be empowered, except as their powers are limited below, after due investigation, to decide cases of alleged violation of the specific articles and sections of this Agreement.
  - a. The arbitrator shall have no powers to add to, subtract from, disregard, alter, or modify any terms of this agreement.
  - b. The arbitrator shall have no power to establish salary scales or change any salary.
  - c. The arbitrator shall have no powers to rule on the following:
    - i. The termination of services of or failure to re-employ any probationary teacher.
    - ii. The failure to re-employ any teacher to a position on the Schedule B schedule.
    - iii. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act IV of Public Acts, extra

session, of 1937 of Michigan, as amended).

- iv. Any matter involving the evaluation of a non-classroom professional, unless it is a claim of failure to follow contractually agreed upon procedures.
- d. The arbitrator shall have no power to change any practice, policy, or rule of the District, nor to substitute their judgment for that of the District as to the reasonableness of any such practice, policy, rule, or action taken by the District. The arbitrator's power shall be limited to deciding whether the District has violated the expressed articles or sections of this Agreement; and they shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
- e. The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability of said dispute, except that either party reserves the right to seek resolution of any dispute of arbitrability in court of competent jurisdiction before or after arbitration.
- g. There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the District.
- h. The fees and expenses of the arbitration shall be shared equally by the Association and the District.
- H. <u>Claim for Back Pay</u> The District shall not be required to pay back wages more than twenty-five (25) days prior to the date a written grievance is filed.
  - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may have received from any source during the period of the back pay.
  - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
  - c. Claims of underpayments attributed solely to Board error shall be reimbursed up to six (6) months prior to the date a written grievance regarding such underpayment is filed. The Association acknowledges the Board's right pursuant to MCLA 408.477 to make deductions from a bargaining unit member's salary within six (6) months of making an overpayment.
  - d. If the member has erred by failing to meet a contractual time requirement for reporting a change in status, the District shall not be held at fault, but will put the member at the proper place on the salary schedule at the beginning of the semester following verification of the member's contention.

## 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. <u>Posting of Vacancies</u>. 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 all employees in the form of an

email to the entire ZPS staff. In some circumstances, such as with a grade group chair or department chair, only certain staff members would be able to serve in the position to be posted. When this is the case, the posting can take the form of an email to all staff who would qualify to serve in such a role.

- B. Filling Vacancies. Any teacher may apply for such a vacancy.
- C. <u>Requested Transfer</u>. Each year, in January, the Human Resources Office will send a letter to all staff asking about anyone who might be interested in a change of assignment for the following year. This letter will also invite anyone who is interested in a Schedule B position to reach out to the Principal, Athletic Director, or supervisor of that position and inform them of their interest. No teacher will be discriminated against because of a request to transfer.
- D. <u>Involuntary Transfer</u>. Every attempt shall be made to prevent the involuntary transfer of any teacher to another building two (2) years in a row. Any time a teacher is transferred involuntarily, even between grade levels or departments in the same building, it is a difficult time and can result in lower quality teaching for students. These kinds of transfers will try to be minimized, but cannot be avoided in many cases.

#### **ARTICLE XIII**

#### **REDUCTION OF PERSONNEL**

In 2011, Public Acts 101-104 made several issues that were formerly part of teaching contracts prohibited subjects of bargaining. One such issue was reduction of personnel. As a result, all information regarding reduction of personnel is now considered district policy. Information about reduction of personnel can be found on the shared drive. Copies are also found in the Human Resources Office or with each building principal.

#### **ARTICLE XIV**

#### NON-CLASSROOM PROFESSIONALS

In 2011, Public Acts 101-104 changed the way public schools handle evaluations, tenure, promotion, demotion and discipline of teachers. These changes only apply to teachers and those who hold teaching certificates. Public schools also have Non-Classroom Professionals or "NCP's" (i.e. School Psychologists, Social Workers, Occupational Therapists, Physical Therapists, Instructional and Behavioral Coaches, Speech and Language Pathologists and others without a teaching certificate who are members of the association for whom these changes do not apply. To avoid confusion for those reading this agreement, all items that impact only NCP's were moved to this section of the contract. Everything found in this article only applies to NCP's and not to anyone whose positions require that they hold an active teaching certificate.

#### A. Evaluations

NCP evaluations shall be made in accordance with the following procedure:

- 1. Probationary NCP's shall be evaluated annually. As with the teachers, tenured NCP's can move to being evaluated every other year once they earn a final evaluation score of Highly Effective for three consecutive years. Once this threshold is met, tenured NCP's can continue to be evaluated every other year as long as their final evaluation rating is Highly Effective when they are evaluated.
- Most NCP's will be evaluated by either the Assistant Superintendent of Special Education or the Assistant Superintendent of Curriculum, as they often serve more than one building. Input will be sought from building principals who work with the NCP. Evaluations for NCP's can be delegated to building principals at the discretion of the primary evaluator.
- 3. NCP's are asked to develop a goal they will work on during that school year. They will schedule a time to meet with their evaluator in the fall to review the goal and have it approved. At this same meeting, the NCP will also review their key responsibility areas and/or job description with their evaluator. If they are part time, the expectations surrounding their schedule will also be discussed.
- 4. In the spring, principals will be asked to provide input on the NCP's that they work with in their building. This input will go to the evaluator and be used as part of the evaluation process.
- 5. Starting in late spring, meetings will be scheduled by the evaluators with each NCP where they can go over both the evaluation for the year as well as the progress on their annual goal. It is the responsibility of the NCP to provide documentation regarding their goal.
- 6. Prior to the meeting described in number 5 above, the NCP will have an opportunity to complete a self-reflection on how the year has gone.
- 7. At the meeting described in letter E above, the NCP will be provided with their overall effectiveness rating and a written summary of their performance, including input from principals, if available.
- 8. If the NCP disagrees with any portion of the final evaluation, they can type up a rebuttal, which will be attached to the final evaluation.

#### B. <u>Reduction of Personnel</u>

The following provisions shall apply to a necessary reduction in personnel of Non-Classroom Professionals only:

- 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. 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. It is noted that items A-D above ONLY apply to non-classroom professional employees whose employment is not regulated by the Tenure Act, also known in this agreement in NCP's.
  - f. Any notice of layoff must be sent by June 30<sup>th</sup>.
- 5. 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.
- Any Zeeland Public Schools non-classroom professionals 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 they are qualified.

#### C. Discipline

No non-classroom professional 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.

#### **ARTICLE XV**

#### 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. In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the

details of those policies to all bargaining unit members no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

### **ARTICLE XVI**

#### **DURATION OF AGREEMENT**

This agreement shall be effective as of September 1<sup>st</sup>, 2023 and shall continue in effect through August 31<sup>st</sup>, 2024

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the 17th day of July, 2023 in Zeeland, Michigan.

For the Association: President Secretary Chief Negotiator For the Board President Secretary Chief Negotiator

#### **SCHEDULE A**

Step	BA	MA	MA + 30/Ed. Spec.
1	\$47,880	\$51,709	\$53,624
2	\$49,650	\$53,621	\$55,608
3	\$51,421	\$55,533	\$57,591
4	\$53,192	\$57,446	\$59,574
5	\$54,962	\$59,358	\$61,557
6	\$56,733	\$61,270	\$63,540
7	\$58,504	\$63,183	\$65,524
8	\$60,275	\$65,095	\$67,507
9	\$62,045	\$67,007	\$69,490
10	\$63,816	\$68,920	\$71,473
11	\$65,587	\$70,832	\$73,456
12	\$67,357	\$72,744	\$75,439
13	\$69,128	\$74,657	\$77,423
14	\$70,899	\$76,569	\$79,406
15	\$72,670	\$78,481	\$81,389
16	\$74,440	\$80,394	\$83,372
17	\$76,211	\$82,306	\$85,355
18	\$77,982	\$84,218	\$87,339
19	\$79,752	\$86,131	\$89,322
20	\$81,523	\$88,043	\$91,305
21	\$83,294	\$89,955	\$93,288
22	\$85,065	\$91,868	\$95,271
23	\$86,835	\$93,780	\$97,254
24	\$88,606	\$95,692	\$99,238
25	\$90,377	\$97,605	\$101,221
26	\$92,147	\$99,517	\$103,204
27	\$93,918	\$101,429	\$105,187
28	\$95,689	\$103,342	\$107,170
29	\$97,460	\$105,254	\$109,154
30	\$99,230	\$107,166	\$111,137

### Zeeland Public Schools Salary Schedule for 2023-24

(a) Baseline for each year is that teachers receive a step.

(b) In order to receive credit for the advanced degree, and move a column on the salary schedule, the credits must be earned and reported before the beginning of the school year. Advanced degrees earned and reported before the beginning of the second semester will receive salary adjustment for the second semester.

(c) MA+30 classes need to be graduate level courses. They can be taken before or after the original Master's, but cannot be a part of the program for the original Master's.

#### EXTRA DUTY SCHEDULE B 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.

Use the chart below to determine compensation for the first seven years in any extra duty position during the 2023-24 school year. Compensation Base below is multiplied by the percentage earned for the position to determine salary for the first seven years in the position:

Year	Compensation Base
1	\$48,230
2	\$50,537
3	\$52,843
4	\$55,150
5	\$57,457
6	\$59,754
7	\$62,071

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

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

#### SECONDARY DEPARTMENT MEMBERSHIP

- 1. All secondary 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 B**

**High School Athletics** 

### HIGH SCHOOL SPORTS (Boys)

### HIGH SCHOOL SPORTS (Girls)

\*Any sport marked with an asterisk (\*) is combined between schools.

Baseball	Varsity	10%	h an asterisk (*) is combined Basketball	Varsity	13%
	Junior Varsity	8%		Junior Varsity	8%
	9 <sup>th</sup> Grade	8%		9 <sup>th</sup> Grade	8%
*Bowling	Varsity	10%	Sideline Cheer	Varsity	10%
	JV/Assistant	8%		JV/Assistant	8%
	(Combined Boys & Girls)				
			Competitive Cheer	Varsity	10%
Basketball	Varsity	13%	•	JV/Assistant	8%
	Junior Varsity	8%			
	9 <sup>th</sup> Grade	8%	Golf	Varsity	10%
				Junior Varsity	8%
Cross Country	Varsity	10%			
			Cross Country	Varsity	10%
Football	Varsity	13%			
	Varsity Assistant (3)	8%	*Lacrosse	Varsity	10%
	Junior Varsity	8%		Junior Varsity	8%
	Junior Varsity Assistant	8%			
	9 <sup>th</sup> Grade	8%	Soccer	Varsity	10%
	9th Grade Assistant	8%		Junior Varsity	8%
				9th Grade	8%
Golf	Varsity	10%			
	Junior Varsity	8%	Softball	Varsity	10%
				Junior Varsity	8%
*Lacrosse	Varsity	10%			
	Junior Varsity	8%	*Swimming	Varsity	13%
				Assistant Coach	8%
Soccer	Varsity	10%		Diving Coach	8%
	Junior Varsity	8%			
	9 <sup>th</sup> Grade	8%	Tennis	Varsity	10%
				Junior Varsity	8%
*Swimming	Varsity	13%			
	Assistant Coach	8%	Track	Varsity	10%
	Diving Coach	8%		Varsity Assistant	8%
<b>T</b> !.	Manalta	400/		2 <sup>nd</sup> Assistant	8%
Tennis	Varsity	10%		(shared boys and girls)	
	Junior Varsity	8%	Mallauk all	Mana ita	400/
Treak	Vereity	400/	Volleyball	Varsity	13%
Track	Varsity Varsity	10%		Junior Varsity	8%
	Varsity Assistant 2 <sup>nd</sup> Assistant	8% 8%		9 <sup>th</sup> Grade	8%
	(shared boys and girls)	0 70	*Water Polo	Varsity	10%
	(shared boys and girls)		Waler Polo	Junior Varsity	8%
Wrestling	Varsity	13%		Junior varsity	070
wiesung	Varsity Assistant	8%			
	vaisity Assistant	070			
*Water Polo	Varsity	10%			
Hatel FUIU	Junior Varsity	8%			
	oution varaity	0 /0			
	1	1			

### EXTRA DUTY SCHEDULE B High School Activities

#### **HIGH SCHOOL ACTIVITIES**

NOTE: All of the positions below are combined between East and West unless otherwise noted.

Advisory Curriculum Development (per building)	6%
All School Drama Production	13%
Clubs* (per building)	22% total
Concert Band Director	10%
Concert Band Assistant	8%
Content Area Experts (up to four per building)	1%
Dance	10%
Dutch Dance Director	6%
Flag Corp	4%
Jazz Band	4%
Marching Band Director	13%
Marching Band Assistant	8%
Musicals	13%
Instrumental for Musical	8%
Vocal for Musical	8%
Choreography for Musical	8%
National Honor Society (per building)	3%
Orchestra Director	6%
Orchestra Assistant	4%
Play Director – 9th & 10th Grades	5%
Sponsors (per school)	
Freshman Class	2%
Sophomore Class	2.5%
Junior Class	3.5%
Senior Class	3%
Student Government (per building)	6%
Testing Accommodations (campus-wide) ^	16%
Unified Sports	6%
US First Robotics	5%
Vocal Music	10%
Yearbook (per building)	7%
Zeeland High Players	8%
Z-Links (per building)	3%

\*Total percentage set aside for clubs can be split at the discretion of the principal.

<sup>^</sup>If a teacher on staff takes this position, they are required to work part time to be able to complete the work.

When it comes to athletics, on occasion there are not enough athletes to run one of the teams listed in the following pages under high school or middle school sports. When this happens, assuming a coach for the team that does not run has already been hired, the coach can serve as a program assistant and will be placed where they are deemed to best fit by the varsity coach and athletic director. This only applies if the coach is already on staff. If the coach is not yet hired when it is decided that the team will not exist, we would not go out and hire someone. If this happens three consecutive years, we would no longer pay the coach starting in year three.

Any Schedule B position can be split between multiple staff members with any proportional breakdown of the stipend allowed. Absent specific language explaining the proportional breakdown, the assumption is that the position will be split evenly.

## **EXTRA DUTY SCHEDULE B**

Middle School Athletics

### MIDDLE SCHOOL SPORTS (Boys)

### MIDDLE SCHOOL SPORTS (Girls)

\*Any sport marked with an asterisk (\*) is combined between schools.

Basketball	7 <sup>th</sup> Grade (2 teams)	7% ea	Basketball	7th Grade (2 teams)	7% ea
	8th Grade (2 teams)	7% ea		8th Grade (2 teams)	7% ea
Football	7 <sup>th</sup> Grade Head	7%	Co-Ed Cross Country	Head	6%
	7th Grade Assistant	6%		Assistant	4%
	8 <sup>th</sup> Grade Head	7%			
	8th Grade Assistant	6%	Competitive Cheer	Head	6%
Soccer	7 <sup>th</sup> Grade	7%	Sideline Cheer	Head	6%
	8 <sup>th</sup> Grade	7%			
			Soccer	7th Grade	7%
*Swimming	Head	6%		8 <sup>th</sup> Grade	7%
	Assistant Coach	4%			
	Diving Coach	6%	*Swimming	Head	6%
				Assistant Coach	4%
Tennis	Head	6%		Diving Coach	6%
*Track	Head	6%	Tennis	Head	6%
	Two Assistants	4%			
	3 <sup>rd</sup> Assistant	4%	*Track	Head	6%
	(shared boys and girls)			Two Assistants	4%
				3 <sup>rd</sup> Assistant	4%
Wrestling	Head	7%		(shared boys and girls)	
Not shared	Assistant	6%			
			Volleyball	7th Grade (2 teams)	7% ea
				8th Grade (2 teams)	7% ea

## EXTRA DUTY SCHEDULE B

**Middle School Activities** 

Clubs*	12% total
DEAR/DEAL Curriculum Development	4%
Instrumental Music Director	6%
Instrumental Music Assistant (two per building)	4% each
Intramurals	2% per grade level
Jazz Band	2%
Orchestra Director (one position)	6%
Orchestra Assistant (one position)	4%
Percussion	3%
Play/Musical Director	8%
Instrumental for Musical	4% each
Vocal for Musical	4% each
Choreography for Musical	4% each
Robotics	3%
Spring Play (combined)	5%
Student Council	5%
Unified Sports	2%
Vocal Music	3%
Z-Links	2%

\*Total percentage set aside for clubs can be split at the discretion of the principal.

NOTE: All of the positions above will have one per building, with the exception of Orchestra, which is combined.

## EXTRA DUTY SCHEDULE B

**Elementary Activities** 

Clubs*	6% total per building
Girls & Boys Recreation** (per 1/2 hour)	.03% (.0003 X BA Base)

\*Total percentage set aside for clubs can be split at the discretion of the principal. If this building has Safety Patrol, that must be counted in the 6% total compensation for clubs.

\*\* Recreation positions are for activities that take place at lunch and/or recess. Clubs are positions that meet outside the school day.

#### **DISTRICT MISCELLANEOUS**

Voluntary Lunchroom/Playground Duty - .07% (.0007 X BA Base). For 2023-24 this rate is \$33.52/hour.

Staff Subbing - .07% (.0007 X BA Base – per hour). For 2023-24 this rate is \$33.52/hour.

Summer Rewrite - .07% (.0007 X BA Base - per hour). For 2023-24 this rate is \$33.52/hour.

Summer School Courses (per hour) - .09% (.0009 X BA Base)

- The ratio of teaching time to prep time for a summer school course is 5:1.
- As summer school courses are offered, the district will require students who sign up for such classes to maintain full schedules during the school year.

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

#### SECONDARY DEPARTMENTS SHALL BE AS FOLLOWS:

High School and Middle School Department Chairs will be calculated as below.

Core Department Chairs (ELA, Math, Science, Social Studies, Spanish Immersion and Foreign Language) will earn .75% per FTE in the department. This will be calculated at the start of the school year, and can be adjusted should the FTE change second semester. In each case, there will be a HS department chair and a MS department chair, with the exception of Spanish Immersion and Foreign Language, which operate as 6-12 departments. At the middle school, if there are separate department chairs by building, they will split the calculated stipend.

Non-Core Department Chairs (Art, Business, Career Based Learning, Physical Education/Health/LME, Performing Arts, and Technology Education, will earn .50% per FTE in the department. This will be calculated at the start of the school year, and can be adjusted should the FTE change second semester. These departments are all considered 6-12 departments, with the exception of our Speech Therapists, School Psychologists and School Social Workers, which are K-12 departments. The minimum a Department Chair in any department can earn is 2%.

The stipend for Special Education Department Chairs at HS and MS, and the Department Chairs for Speech Therapists, School Psychologists and School Social Workers will be calculated at 1.0% per FTE given the additional work expected from these teacher leaders.

Zeeland Venture Academy Director will be paid 11%. The Guidance Chair will earn 4%. Each middle school will have an Exploratory Department Chair which will each earn 2%.

#### ELEMENTARY GRADE GROUP CHAIRS SHALL BE AS FOLLOWS:

Like secondary department chairs above, the stipend for elementary grade group chairs will also be determined at the rate of 0.75% per FTE in the grade group. This will be calculated at the start of the school year, and can be adjusted should the FTE change second semester. The Y5's Grade Group Chair includes preschool staff in their meetings and in the calculation of the stipend. As we do with secondary positions, the stipend for the Elementary Special Education Department Chair will be calculated at the rate of 1.0% per FTE at the elementary level.

#### **OTHER TEACHER LEADERSHIP POSITIONS:**

Each member of the district improvement team will receive 1% stipend for no more than 12 hours per year attending meetings outside the school day with the Assistant Superintendents of Curriculum working on School Improvement. Other than these 12 hours, there will be no other responsibilities for these positions. The remaining School Improvement work will fall on administration. There will be one member per building on the District Improvement Team, plus an additional member representing each of the following groups – Elementary Special Education, Itinerant Special Education, Secondary Special Education, English Language Teacher, Early Childhood Teacher (offered first to ECC staff governed by the master agreement, a representative of the Zeeland Education Association. Attendance at these meetings is required, unless previous approval from the Asst. Superintendent of Curriculum.

Starting with the 2023-24 school year, we will add new leadership positions in each elementary building. There will be 14 positions paid a 1% stipend for building-level leadership at each of our traditional elementary buildings. Eight positions will be designated for the building School Improvement Team and six positions will be designated for the building MTSS-B steering committee. For both Z-Quest and the ECC, there will be seven positions paid at 1% each for similar building level leadership, with each of these smaller buildings assigning these roles as it best fits the building.

	ELEMENTARY DEPARTMENT CHAIRS				
	Department	Percent			
1.	Language Arts	2%			
2.	Math	2%			
3.	Science	2%			
4.	Social Studies	2%			
5.	Elementary Art	2%			
6.	Elementary PE	2%			
7.	Elementary Music	2%			
8.	Elementary Spanish	2%			
9.	Elementary Technology	2%			
10.	Flex % (To be split between core departments by Asst. Supt. of Early	12%			
	Childhood and Elementary Curriculum based on work that year)				
11.	K-5 Spanish Immersion	8%			
12.	K-12 English Language Learners	8%			

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

- A. A teacher in their 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.
- B. The Mentor Teacher assignment is to provide professional support, instruction, resources, counseling, guidance, observation, demonstration and information to assist the mentee.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Mentor compensation will follow the schedule listed:
  - 1. \$750 for assignment with a 1st year mentee.
  - 2. \$500 for assignment with a 2nd year mentee.
  - 3. \$250 for assignment with a 3rd year mentee.
- H. When a teacher is involuntarily transferred to a new position, they will be assigned a paid mentor for the first year in that new position only. This mentor will be paid at the 1<sup>st</sup> year mentee rate (\$750). This applies to an involuntary change in department or grade level and it also applies to an involuntary change in building assignment. It does not apply at the secondary level when a teacher involuntarily picks up a new prep in the same department, and does not change buildings. For example, if a 7<sup>th</sup> grade Math teacher is involuntarily assigned to teach 8<sup>th</sup> grade Math in the same building, or a high school History teacher is assigned to teach Civics in the same building, in neither case would these secondary teachers qualify for a paid mentor.

## SCHEDULE A-2 2023-24 CALENDAR (July thru December) – <u>All Schools</u> (with the exception of Z-Quest)

Мо	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Мо	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JULY	Мо
	2
No School in July	9
	16
	23
	30



We

1

8

15

22

29

Th

2

9

16

23

30

Fr

3

10

17

24

Мо

6

13

20

27

Tu

7

14

21

28

## OCTOBER

October 27 Half Day (Staff PD)

October 30 No School (Staff PD)

# NOVEMBER

Nov. 6, 8, 9 P/T Conf. (see pg. 7)
Nov. 6, 8 Full Day for Students
Nov. 9 Half Day for Students
November 10 No School
Nov. 22-24 Thanksgiving (No School)

Мо	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

SEPTEMBER
-----------

**AUGUST** 

August 1-28 No School

August 28 PD for Staff (No School)

Sept. 1-4 Labor Day (No School) Sept. 15 and 29 Half Day (Staff PD)

Мо	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## DECEMBER

December 8 Half Day (Staff PD) Dec. 25-29 Holiday Break (No School)

First Semester Student/Staff Days - 91/94

Second Semester Student/Staff Days - 86/86

## SCHEDULE A-2 2023-24 CALENDAR (January thru June) – <u>All Schools</u> (with the exception of Z-Quest)

Мо	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Мо	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

Мо

JANUARY			
Jan. 1-5 Holiday Break (No School)			
Jan. 15 PD for Staff (No School)			
Jan. 15 PD will have options for staff			
Jan. 24-26 MS/HS Half Day (Exams)			
Jan. 26 Elem. Half Day (Staff PD)			

Мо	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

## **APRIL**

April 1-5 Spring Break (No School)

# FEBRUARY

Feb. 12-13 Winter Break (No School)
Feb. 23 Half Day (Records for Elem.)
Feb. 23 Half Day (PD for Secondary)
,  ,
Feb 29. Half Day Elementary
Feb. 29 Full Day Secondary
Feb. 29 Elem. P/T Conf. (see pg. 7)

## MARCH

March 1 Half Day Elementary
March 1 Full Day Secondary
March 1 Elem. P/T Conf. (see pg. 7)
March 22 Half Day (PLC)
March 29 Spring Break (No School)

Мо	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Мо	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

## MAY

May 9 Half Day (Tulip Time)	
May 10 Half Day (Staff PD)	
May 27 Memorial Day (No School)	

## JUNE

June 5-7 Half Days
June 5 and 6 Full Day for Staff
June 7 Half Day for Staff
June 10-28 No School

First Semester Student/Staff Days - 91/94

Second Semester Student/Staff Days - 86/86

## SCHEDULE A-2 2023-24 CALENDAR (July thru December) – Z-Quest ONLY

Мо	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JULY	N
	2
No School in July	ę
	1
	2
	3

Мо	Tu	We	Th	Fr
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

# OCTOBER

October 2-6 No School (Break Week)
------------------------------------

October 27 Half Day (Staff PD)

October 30 No School

October 30 PD for Staff (No School)

Мо	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST	
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August 1-11 No School August 18 and 25 No School

August 28 Staff PD (No School)

Мо	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

# NOVEMBER

Nov. 6, 8, 9 Conferences (see pg. 7)
Nov. 6, 8 Full Day for Students
Nov. 9 Half Day for Students
November 10 No School
Nov. 20-24 Thanksgiving (No School)

Мо	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

# SEPTEMBER

Sept. 1-4 Labor Day (No School) Sept. 15 & 29 Half Day (Staff PD)

Мо	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## DECEMBER

December 8 Half Day (Staff PD) Dec. 25-29 Holiday Break (No School)

First Semester Student/Staff Days - 92/95

Second Semester Student/Staff Days - 86/86

## SCHEDULE A-2 2023-24 CALENDAR (January thru June) – Z-Quest ONLY

Мо

Мо	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Мо	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

Мо	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

J	A	Ν	U	A	R	Y

Jan. 1-5 Holiday Break (No School)
Jan. 15 PD for Staff (No School)
· · · · · ·
Jan. 15 PD will have options for staff
Jan. 24-26 MS Half Day (Exams)
Jan. 26 Elem. Half Day (Staff PD)

# FEBRUARY

Feb. 12-16 Winter Break (No School)
Feb. 23 Half Day (Records for Elem.)
Feb. 23 Half Day (PD for Secondary)
Feb 29. Half Day Elementary
Feb. 29 Full Day Secondary
Feb. 29 Elem. P/T Conf. (see pg. 7)

## MARCH

March 1 Half Day Elementary
March 1 Full Day Secondary
March 1 Elem. P/T Conf. (see pg. 7)
March 22 Half Day (PLC)

Мо	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Мо	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

## **APRIL**

April 1-5 Spring Break (No School)

## MAY

May 8 FULL DAY for STUDENTS (note change)
May 9 Half Day (Tulip Time)
May 10 Half Day (Staff PD)

May 10 Half Day (Staff PD) May 27-31 Memorial Day and Break Week (No School)

# JUNE

Second Semester Student/Staff Days - 86/86

First Semester Student/Staff Days - 92/95

#### SCHEDULE A-3 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 <u>TEMPORARY TEACHERS</u>.

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 <u>all</u> 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 they 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 Education Association

Date

Date

(Name of teacher)

Date

## **ADDENDUM #1 – Grievance Form**

Grievance Number:	Date Filed:	
Name of Grievant:	Building:	
Assignment:	-	
	LEVEL ONE – SCHOOL PRINCIPAL	
	*Additio	onal information may be attached
		-
		onal information may be attached
Grievant Signature:	Date:	
Level One Hearing of Grievance:		
Date of Level One Hearing:	Disposition:  Granted  Denied	
Position of Principal:		
	*Additie	onal information may be attached
Signature of Principal	Date	
Position of Grievant and/or Association	:	

\*Additional information may be attached

Signature of Grievant or Association	Date	
LEVEL TWO – SUP	ERINTENDENT or DESIGNEE	
Date Received by Superintendent of Designee:		
Level Two Hearing of Grievance: Date of Level Two Hearing:	Disposition: □ Granted □ Denied	
Position of Superintendent or Designee:		
	*Addition	nal information may be attached
Signature of Superintendent or Designee	Date	
Position of Grievant and/or Association:		
	*Addition	aal information may be attached
Signature of Grievant or Association	Date	
LEVEL THREE	- BOARD OF EDUCATION	
Date Received by Board of Education:		

Level Three Hearing of Grievance:		
Date of Level Three Hearing:	Disposition:  □ Granted □ Denied	
Position of Board of Education:		
	*Additio	nal information may be attached
Signature of Board of Education	Date	
Position of Grievant and/or Association:		
	* Additio	nal information may be attached
	2 144440	nu mormanon may oc anaenca
Signature of Grievant or Association	Date	
LEVI	EL FOUR – ARBITRATION	
Date Demand for Arbitration Filed:		
Arbitration Summary:		

\*Additional information may be attached