



Zeeland Public Schools  
Master Agreement

September 1, 2015 - August 31, 2018

**ZEELAND EDUCATION ASSOCIATION  
AND  
BOARD OF EDUCATION**

# Table of Contents

ARTICLE I .....	4
PREAMBLE.....	4
ARTICLE II .....	4
RECOGNITION.....	4
A. Bargaining Unit Description .....	4
B. Negotiating with Association:.....	4
C. Teachers' Rights Under Law: .....	4
ARTICLE III .....	4
BOARD RIGHTS .....	4
ARTICLE IV .....	5
ASSOCIATION RIGHTS .....	5
A. Use of Buildings .....	5
B. Use of Equipment, Materials .....	5
C. Providing Information to the Association.....	5
D. Negotiation During School Day .....	5
E. Membership .....	5
ARTICLE V.....	5
EVALUATION .....	5
ARTICLE VI .....	5
TEACHING CONDITIONS .....	5
A. Professional Program .....	5
1. Teacher Hours .....	5
2. Teacher Meetings .....	6
3. Staff Meetings .....	6
4. Violations.....	7
5. Change in Student Instruction Time .....	7
B. Change in Hours.....	7
C. School Calendar and Snow Days .....	7
D. Inclement Weather Days.....	7
E. Elementary Prep Time.....	7
F. Requirements During Planning Time.....	7
G. Middle School Prep Time .....	7
H. High School Prep Time.....	7
I. Records Day .....	7
J. Pupil-Teacher Ratio .....	7
K. Teacher Certification Requirements/Change in Assignment.....	9
L. Lunch Periods .....	9
M. Maintenance of Conditions.....	9
N. Teacher Conference Committee .....	9
O. Tuition Reimbursement: .....	10
P. School Improvement Plan.....	10

Q. No Child Left Behind .....	10
R. Student Data Identified by Instructor .....	10
S. Teachers Serving as Substitutes.....	10
ARTICLE VII .....	11
LEAVES OF ABSENCE .....	11
A. Paid Sick Leave .....	11
B. Absence Charged Against Sick Leave.....	11
C. Medical Leave .....	11
D. Personal Business.....	12
E. Jury Duty Service .....	12
F. Association Days .....	12
G. Military Leave.....	12
H. Visitation Day.....	12
I. Child Care Leave .....	12
J. Sabbatical Leave .....	12
K. Other Provisions .....	13
L. Family and Medical Leave Act .....	13
M. Unpaid Leave of Absence .....	13
N. Early Retirement Incentive/Severance Pay .....	13
O. Universal Retirement Credit .....	15
ARTICLE VIII .....	15
PROFESSIONAL COMPENSATION .....	15
A. Salaries .....	15
B. Paydays.....	15
C. Summer checks.....	15
D. Extra Duty Compensation .....	15
E. Credit for Prior Teaching .....	15
F. Teachers Without Certificates .....	16
G. Teacher Certification Fees .....	16
H. Mileage.....	16
I. Pay for Extended School Year .....	16
J. Pay for Added Teaching Load .....	16
K. Part-Time Pro-ration .....	16
L. The Insurance Program.....	16
M. Part-Time Insurance .....	17
N. Long Term Disability.....	17
O. Direct Deposit .....	17
ARTICLE IX.....	17
GRIEVANCE PROCEDURE .....	17
ARTICLE X.....	19
NEGOTIATION PROCEDURES .....	19

ARTICLE XI.....	19
AGREEMENT CONTRARY TO LAW AND.....	19
MATTERS CONTRARY TO AGREEMENT.....	19
ARTICLE XII .....	19
VACANCIES, PROMOTIONS AND TRANSFERS .....	19
A. Posting of Vacancies .....	19
B. Filling Vacancies .....	19
C. Preference to Qualified Teachers (Extra Duty).....	19
D. Administrative Vacancies .....	19
E. Requested Transfer .....	19
F. Involuntary Transfer .....	19
ARTICLE XIII .....	20
REDUCTION OF PERSONNEL .....	20
ARTICLE XIV.....	20
NON-CLASSROOM PROFESSIONALS.....	20
EVALUATIONS.....	20
REDUCTION OF PERSONNEL .....	21
DISCIPLINE .....	21
ARTICLE XV.....	22
MISCELLANEOUS PROVISIONS .....	22
ARTICLE XVI.....	22
DURATION OF AGREEMENT .....	22
ARTICLE VIII - SECTION A .....	23
Zeeland Public Schools Salary Schedule 2015-16 through 2017-18.....	23
EXTRA DUTY SCHEDULE A-1 .....	24
ARTICLE VIII - SECTION D.....	24
<b>HIGH SCHOOL SPORTS</b> .....	25
<b>HIGH SCHOOL ACTIVITIES</b> .....	26
<b>MIDDLE SCHOOL SPORTS</b> .....	27
<b>MIDDLE SCHOOL ACTIVITIES:</b> .....	27
<b>ELEMENTARY ACTIVITIES</b> .....	28
<b>DISTRICT MISCELLANEOUS</b> .....	28
<b>DEPARTMENT CHAIRS/GRADE GROUP CHAIRS</b> .....	29
<b>MENTOR TEACHER</b> .....	30
SCHEDULE A-2 .....	31
2015-16 CALENDAR .....	31
2016-17 CALENDAR .....	32
2017-18 CALENDAR .....	33
SCHEDULE A-3 .....	34
TEACHERS' FILES AND PRIVACY .....	34
SCHEDULE A-4 .....	36
TEMPORARY TEACHER.....	36

## ARTICLE I

### PREAMBLE

- A. This agreement entered into this 20th day of April 2015, by and between the Zeeland School District, the city of Zeeland, Michigan, hereinafter called the "Board" and the Zeeland Education Association (MEA/NEA), hereinafter called the "Association."
- B. The Board and the Association recognize: That their joint objective is to provide a quality education to the children of the District, and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration.
- C. The Board, the Administration and the Association agree that this is an equitable contract and, therefore, agree to work cooperatively and jointly to provide the students of our school district with a quality education program.

## ARTICLE II

### RECOGNITION

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

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

## ARTICLE III

### BOARD RIGHTS

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

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

## ARTICLE IV

### ASSOCIATION RIGHTS

- A. Use of Buildings: 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. Use of Equipment, Materials: 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. Providing Information to the Association: 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. Negotiation During School Day: 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. Membership 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. Professional Program: The Association and the Board of Education hereby agree to participate in the professional program involving teacher hours.
1. Teacher Hours: Teachers shall arrive at their assigned building at least ten (10) minutes before the opening of the pupils' regular school day and shall stay at least ten (10) minutes after classes end. For five (5) minutes prior to classes starting and for five (5) minutes after classes end, teachers shall be engaged in professional activities in or near their classrooms.

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

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

- a. Pupil Day: 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.

BEGINNING AND ENDING TIMES FOR 2015-16 WILL BE AS FOLLOWS:

Elementary	8:35 a.m. - 3:45 p.m.
Cityside Middle School	7:30 a.m. - 2:35 p.m.
Creekside Middle School	7:30 a.m. - 2:35 p.m.
High School	7:37 a.m. - 2:45 p.m.

BEGINNING AND ENDING TIMES FOR 2016-17 AND BEYOND WILL BE AS FOLLOWS:

Elementary	8:40 a.m. - 3:40 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.

- b. Bus Accomodations: 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. Number Classes Taught: 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. Homeroom Class: High school teachers will be assigned a homeroom class only if their part time status is .6 FTE or higher. When possible, part time employees will share their homeroom responsibilities with another staff member. All full time teachers will be assigned a homeroom class.
  - e. Planning and Preparation Time for Part Time Employees should be consistent with the amount of FTE they are assigned.
  - f. Schedule of Classes Changed: In the event the schedule of classes is changed, the teacher-student contact time shall not be increased.
  - g. Large Group Instruction: 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. Teacher Meetings: The Administrative staff shall schedule up to thirty-six hours of staff meetings and professional development over the course of the year. These would include two full-day professional development sessions in August, one sixty-minute meeting per month, four three-hours half day Fridays for professional development, as well as three hours of flexible time a principal can require teachers to attend before or after school meetings or events like Open House, Curriculum Nights, Card Parties, etc., and not including Parent Teacher Conferences or other previously negotiated dates. These three flexible hours should be planned well in advance, with a minimum sixty day notice for teachers. Elementary staff will have no monthly meeting in November in exchange for spring conferences.
3. Staff Meetings: All teachers shall participate in staff meetings, professional development and parent /teacher conferences scheduled by the calendar at their school and with their individual departments or grade levels unless specifically excused by the principal.
- a. Part time teachers may be excused from staff meetings equal to the percentage of their part time schedule with the permission from their principal.

- 1) All half time teachers who share a classroom of students, must be available to meet with parents during scheduled parent/teacher conference times, but are excused when their conferences are complete. All part time teachers who do not share the same classroom or students are to be present for parent/teacher conferences equal to the percentage of their part time schedule. All K and Young Five teachers with more than one section of students who choose to conference with parents for an extra six hours will receive one (1) "comp" or excused day with full pay.
  - 2) Principals will meet within the first week of school and jointly verify staff start / stop times for part-time teachers.
4. Violations: 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.
  5. Change in Student Instruction Time: 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. Change in Hours: 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. School Calendar and Snow Days: The salary schedules are based upon the regular school calendars as set forth in Schedule A-2 and the normal teaching assignment as defined in this Agreement.
1. The school calendar is set forth in Schedule A-2 of this Agreement and is attached to and incorporated in this Agreement. Such calendar shall remain in effect during the term of this Agreement.
  2. In the event all of the makeup days as listed on each calendar in Schedule A-2, do not bring student attendance days and hours to the minimum required for full state aid, the parties will negotiate over the matter.
  3. In the event state law would change and public schools were to be allowed to start before Labor Day, the district and association would meet to consider changes the calendar, assuming there is enough time for teachers and families to adjust to the new calendar.
- D. Inclement Weather Days: Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.
- E. Elementary Prep Time: 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.
- F. Requirements During Planning Time: During planning time, teachers must remain in the school building unless excused by the building principal or his/her designee.
- G. Middle School Prep Time: Middle School (6-8) teachers will be provided with one unassigned class period for preparation and student conferences. Teachers must remain in the school building unless excused by the building principal or his/her designee.
- H. High School Prep Time: High school (9-12) teachers will be provided with one unassigned class period for preparation and student conferences. Teachers must remain in the school building unless excused by the building principal or his/her designee.
- I. Records Day: An optional records day shall be provided to teachers at all levels at the end of the first semester. If teachers have all of their grades and other responsibilities complete, they do not have to report on this day.
- J. Pupil-Teacher Ratio: 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.



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

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

(b) 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	31 for the 2015-16 and 2016-17 school years In the 2017-18 school year, the class size maximum will revert to 30 for grades 6-12

(c) Both the elementary and the secondary level, if the above-mentioned class loads are exceeded for at least two weeks, an amount equal to four dollars (\$4) per student in excess of the above maximum class size per class period per day; retroactive to the when class size exceeded the limit. This shall be paid at the end of each semester. For the purposes of this overload stipend, an elementary day shall be considered five periods long, in other words, elementary teachers will be paid \$20 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 an instructional aide.

Elementary specials, DEAR classes in the middle school and any other class that is less than 45 minutes long will be paid at two dollars (\$2) per period per student over the class size limit.

At the secondary level, a daily cap of 150 students will also be applied. Any student over this cap will also count as a four dollar (\$4) per day overload. A teacher would not be able to double dip and count a student twice. For example, if a class load was 32, 31, 30, 30 and 28 for a total of 151 students, there would only be an overload of one student. The 32<sup>nd</sup> student in the first class cannot be counted twice.

At the elementary level, teachers would have the option of foregoing their overload pay in exchange for a 28.5 hour/week classroom aide to be shared by teachers at that grade level in that building. The process for determining if a grade level qualifies for an aide is as follows:

- For a given grade level, in a given building, you must determine how many students they are over the cap on average in all classrooms at that grade level. Specialty classes like Gifted & Talented, Spanish Immersion, or Z-Quest do not count in this calculation. For example, the new 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 ( $2+1+1=4$ ,  $4/3=1.33$ )
- A grade level average of 0 – 1.32 does not allow teachers to forego their overload pay for an aide. They would still be paid for overloads. A grade level average of 1.33 – 2.65 would allow teachers at that grade level the option of foregoing all of their overload pay in exchange for a shared aide who would work 28.5 hours/week. All teachers at the grade level must agree for this to happen. A grade level average of more than 2.65 would allow teachers at that grade level the option of foregoing half of their overload pay for a shared aide who would work 28.5 hours/week. All teachers at the grade level must agree for this to occur.
- 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

- (d) 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.
- (e) No teacher shall be assigned more students than the number of student stations in the rooms.
- (f) 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.
- (g) "One on One" aides assigned to special education students shall not be considered classroom aides in an overload situation.
- (h) Team taught classes lead by general education and special education teacher shall have ideally 23-25 students, not to exceed 30. No more than one-half of students in a team taught class will be classified special education. If the foregoing sentence impedes the District's ability to provide a least restrictive environment to any particular student, the principal and building representative shall meet and confer about a mutually acceptable resolution that is in the student's best interest.

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

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

L. Lunch Periods:

- a. All high school and middle school teachers shall have a duty free lunch period of at least 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. A.M. and P.M. recess supervision will be rotated among all association members in the elementary building.

M. Maintenance of Conditions: 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.

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

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

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

1. Educational conferences
2. Workshop programs

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

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

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

- O. Tuition Reimbursement: 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 for graduate courses from a 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 will be eligible to be reimbursed, provided they earned an evaluation rating of Effective or Highly Effective in the academic year that came to a close that month. Reimbursements will be paid by June 30. Tuition reimbursement will be capped at \$50,000 in 2015-16, with a cap of \$100,000 in 2016-17 and \$150,000 in 2017-18. 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.
- P. School Improvement Plan (SIP). It is hereby agreed by and between the parties that with respect to the responsibility contained in P.A. 25 of 1990 MSA 15.4627 et. seq.) to adopt and implement a three to five year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process except by mutual agreement of the undersigned Board of Education and Association, executed in writing.

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

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

The Zeeland Leadership Team ("ZLT") will meet several times per year and look at School Improvement from a K-12 perspective. Decisions and recommendations made by ZLT will not supersede the terms and conditions of the contract, nor what individual buildings would like to do in terms of their School Improvement Plans.

- O. No Child Left Behind: The Zeeland Education Association and the Zeeland Board of Education agree to bargain within the confines of the law regarding the impact of the ESEA (No Child Left Behind Act) as it affects teacher's working conditions, certification, teacher incentives, allocation of grant funding and other conditions of the law.
- R. Student Data Identified by Instructor: When possible, and practical, there will no release of comparative instructor-connected student data without a redaction of staff names and identifying criteria.
- S. Teachers Serving as Substitutes: In order to facilitate the lack of regular substitutes for covering a class assignment when the assigned staff member is unavailable, a teacher with a conference period during that time period may sub for the staff member. A teacher may not sub for more than one (1) conference period per day. A teacher shall not be required to substitute teach for another staff member during their conference period.

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

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

## ARTICLE VII

### LEAVES OF ABSENCE

- A. Paid Sick Leave. Each teacher shall be credited with ten (10) days (60 hour equivalent) of sick leave as of the first work day of the school year. Teachers employed after the first month of the school year will be deducted one day (6 hour equivalent) of sick leave for each month not previously employed in the school year. Teachers may accumulate a maximum of 40 sick days (240 hours) over the course of their employment. At the end of each school year, teachers have the option of being compensated \$50.00 for each unused sick day in excess of 30 days. Unused days and those not compensated shall roll over into the following year.

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

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

- B. Absence Charged Against Sick Leave. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
1. The sick leave may be used for sickness, accident, or disability of self or immediate family.
    - a. In case of the family, this is expected to be limited to those cases of any emergency nature. Extended cases of nurse care or babysitting are not to be interpreted as coming under this provision.
    - b. Personal Illness or Disability - The teacher may use all or any portion of his sick leave to recover from his own illness or disability which shall include childbirth and complications of pregnancy.
  2. The sick leave may be used for the funeral of immediate relation or of a close associate--such as close friends or neighbors.
  3. Upon approval by the administration, the sick leave may be used for the other leaves resulting from an emergency of an unusual nature.
  4. The Board reserves the right to require a written report from a licensed physician indicating the teacher's inability to perform his duties. If a teacher should be absent more than 10 consecutive school days, the Board may provide a list of 5 licensed physicians from which the teacher shall select one for the purpose of providing a new examination. If any type of request is made, the Board will compensate the physician making the report.
  5. Staff may use/convert up to 10 days of sick leave time for formal adoption proceedings (including out-of-state/country visitations, etc.) In relation to adoption proceedings, it is understood this is not time to be used for childcare/acquaintance time.
- C. Medical Leave. Any teacher who is unable to perform his duties because of a personal illness or disability (including for this

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

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

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

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

Unused leave days shall be credited to the teacher's sick leave accumulation. These unused leave days will be credited to sick leave before teachers are paid for any days in excess of 30.

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

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

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

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

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

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

- J. Sabbatical Leave. Sabbatical leave shall be available after 7 years of consecutive full-time employment in the Zeeland school district. No compensation shall be given by the school district during the year of study; however, full fringe benefits shall be given. A teacher 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.

K. Other Provisions.

1. Increment. A teacher on an unpaid leave of absence under Paragraphs C. or I. above shall not receive credit for time on leave when computing salary increments.
2. Fringe Benefit Continuation. 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:

$$\frac{\# \text{ teacher staff days completed in school year}}{\# \text{ of staff days in year}} \times 365 - \# \text{ of calendar days completed in school year} = \# \text{ of additional calendar days the Board shall continue payment of insurance after any FMLA is completed}$$

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

- L. Family and Medical Leave Act – 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.

- M. Unpaid Leave of Absence - An unpaid personal leave of absence for a period of one (1) school year may be granted at the discretion of the Board. Any such request must be made in writing no later than April 1st. There shall be no fringe benefits paid, no sick leave accumulated, nor shall there be any credit given on the salary schedule for time spent on such leave. It is understood that a refusal by the Board to grant a requested leave hereunder shall not be subject to the grievance procedure.

- N. Early Retirement Incentive/Severance Pay. Teachers may apply for Programs A or B subject to the following provisions:

1. Application for early retirement must be filed with the Superintendent's Office prior to April 1 each year for retirement effective on June 30 of that year.
2. Teachers may choose Plan A or B, but must state choice of Plan in the application.
3. In the event that these early retirement benefits are found to be illegal in the life of this agreement, by a court or administrative body having jurisdiction, this early retirement provision shall be canceled. Existing retirees shall continue to be covered by these provisions to the extent permitted by law. In the event the law prohibits continuing benefits to existing retirees, the employee shall have the right to return to active teaching duties at the beginning of the next school year.
4. In the event of a retiree's death, any balance not yet paid under Plan A, or B is to be paid to his or her spouse. If no spouse, then to the estate in accordance with whatever payment option has been chosen by the teacher. In lieu of remaining health insurance benefits, due the retiree, \$1,500 per year equivalent will be paid to his or her estate.
5. A teacher who is on medical leave shall not benefit from Plan A or B if he or she does not apply for the retirement benefit within three (3) years of the beginning of such leave.
6. To the extent by law, the employer shall make the entire payment as an employer contribution into the employee's 403 (b) account. Employees shall not have an option to receive cash. These payments to employees by the District will constitute employer contributions under 403 (b) of the Internal Revenue Code (IRC). Should the Internal Revenue Code (IRC) be revised to disallow FICA free employer contributions, the parties agree to bargain over the effect it may have related to this section of the Master Agreement.

7. No more than one (1) teacher may apply for Plan A (Option 1) in any calendar year.
8. Early retirement provisions in Article VII (N) shall expire on August 31, 2007, with the exception that any employee who was hired by the district prior to July, 1985 shall be considered eligible to apply under the provisions of this article (this being a grandfather clause for these employees).

Plan A :

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

Option 1:

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

Option 2:

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

Plan B :

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

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

## SCHEDULE

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

### O. Universal Retirement Credit :

1. In lieu of any benefits as described in Plan A or B of the Early Retirement Incentive/Severance Pay, any teacher who has 15 years of service in the Zeeland Public Schools (unless waived by the board) and is eligible to retire under the Michigan Public School Employees Retirement Plan, and who submits a letter of retirement from his/her position with the Zeeland Public Schools, shall be eligible to receive the following benefit. The district will purchase up to five (5) years of service credit according to the following schedule:  
  
25 years of service credit = 5 years  
26 years of service credit = 4 years  
27 years of service credit = 3 years  
28 years of service credit = 2 years  
29 years of service credit = 1 year
2. Persons electing to retire under this plan shall notify the district by January 1 if they wish to retire in June or September 1 for retirement at the end of the first semester. Any payments made under this section will be made in accordance with MPSERS and IRS guidelines.
3. No more than one (1) teacher may apply for the URC in any one calendar year.
4. Early retirement provisions in Article VII (O) shall expire on August 31, 2005 with the exception that any employee who was hired by the school district prior to July 1, 1985 shall be considered eligible to apply under the provisions of this article, (this being a grandfather clause for these employees).

## **ARTICLE VIII**

### **PROFESSIONAL COMPENSATION**

- A. Salaries. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. Paydays. Teachers shall be paid every other Friday during the year beginning the first or second Friday in September. Salary payments shall be based upon a 12 month year rather than upon the school calendar year.
- C. Summer checks may be picked up with the last regular payroll in June, provided the teacher notifies the Superintendent by June 1 requesting the remaining salary.
- D. Extra Duty Compensation will be given only for those duties listed in the extra duty schedule, A-1 and attachments 1-3 of the contract.
- E. 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. Teachers Without Certificates. Any teacher who does not have a valid Michigan teaching certificate shall receive six percent less than his/her normal placement on Salary Schedule A.
- G. Teacher Certification Fees will be 100% reimbursed.
- H. Mileage. A teacher who is required in the course of his/her work to drive a personal automobile from one school building to another shall receive a car allowance per mile as may be approved by the Internal Revenue Service, payable on and after the date of announcement of such higher amount by the IRS. This same allowance shall be given to a teacher who uses a personal car for field trips, or other approved business of the district who has secured prior approval. Teachers must furnish written proof of public liability coverage of at least \$100,000/\$300,000 and medical coverage of at least \$2,000.  
  
A teacher who is required to travel from building to building during their regularly assigned planning period or duty free lunch will be given supplemental pay for their actual driving time at the rate of .06% of BA base per hour. Request for supplemental pay must be submitted to the business office at the end of each semester.
- I. Pay for Extended School Year. Those 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 his/her annual salary for each additional day worked.
- J. Pay for Added Teaching Load. For classroom assignments in excess of the regular school year and the normal teaching load, the teachers will be compensated 2/11 of their daily pay rate per hour.
- K. Part-Time Pro-ration. Part-time certified teachers and teachers whose contracts begin after the opening of the school year, or who are granted leaves of absence for part of a year, will be granted credit for advancement on the salary schedule in one-tenth (0.1) increments. Said increments shall be determined by dividing the individual teacher's experience credit days, as defined below, by the number of contracted work days in the District as determined by the Master Agreement. The increment quotient shall always be rounded to the nearest tenth (0.1) increment. Experience credit days shall include the teacher's actual work days plus all days of absence found in Article VII except those listed in Sections C, I, and L.

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

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

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

- L. The Insurance Program shall be as follows:

The Board shall provide the employees the following MESSA PAK Plan A and B protection for the employee, his/her family, and other eligible dependents as defined by MESSA for 12 months each year, September 1 – August 31:

PLAN A - For employees needing health insurance

Health	The district will continue to offer insurance as in the previous contract through December 31, 2015, including to new employees hired in the summer of 2015, with employees making 20% of the premium -- Choices II, \$300/\$600 deductible (\$150/\$300 Flex Card), \$10 office co-pay, \$10/\$20 RX  On January 1, 2016, the district will move all teachers to MESSA ABC-Health Savings Account Plan 1, w/the minimum allowable in network deductible, based on federal guidelines. The district will provide 80% of the medical premium and 80% of the medical deductible. (For example, a single person would have 80% of their medical rates paid and 80% of the deductible contributed to their health savings account.)
Long Term Disability	70% of annual contractual salary \$7,500 Maximum Benefits 90 Calendar Days - Modified Fill

	Pre-Existing Condition Waiver Maternity Coverage Freeze on Offsets Alcoholism/Drug - Same as any other illness Mental/Nervous - Same as any other illness Cost of Living Benefits
Negotiated Life	\$50,000 w/AD&D and Waiver of Premium
Vision	VSP 3 (Gold)
Dental	90/90/90 (\$2,500 Maximum Benefits Class I, II, & III) (\$4,000 Maximum Benefits Class IV) Including internal and external Coordination of Benefits (COB)

PLAN B - For employees not needing health insurance

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

Employees electing Plan B shall receive 80% of the amount of the premium rate for a single subscriber benefit as cash-in-lieu; payable on a bimonthly basis. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. Part-time teachers shall receive a pro-rated amount for payments to the MESSA Fixed Option Programs.

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

**ARTICLE IX**

**GRIEVANCE PROCEDURE**

A Grievance is defined as:

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

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

- A. Discuss the matter with the Building Principal.

- B. If you are not satisfied, file a written grievance within 30 working days of occurrence or knowledge thereof and send:
- 1 copy to the ZEA President
  - 1 copy to the Association Representative
  - 1 copy to the Principal
  - 1 copy for the Individual
- The Principal must return two copies within 10 working days to the ZEA
- C. If you are not satisfied, Teacher then meets with the Association.
- D. If you are not satisfied, within 10 working days the Principal's copy then goes to the Superintendent. An answer is required within 10 working days to the ZEA.
- E. If you are not satisfied, Teacher then meets with the Association.
- F. If you are not satisfied, within 10 working days the Principal's and Superintendent's copy is mailed to the Board of Education. An answer is required within 10 working days or at the next Board meeting, whichever is sooner.
- G. If you are not satisfied, Teacher then meets with the Association.
- H. In the event the grievance is not satisfactorily resolved, or if no decision is reached within the 10 day period, the Association shall have the right to appeal to arbitration by submitting its written notice of intent to arbitrate within 15 days of receipt of the answer under F. above.

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

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

The decision of the arbitrator shall be final and binding.

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

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

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

## ARTICLE X

### NEGOTIATION PROCEDURES

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

## ARTICLE XI

### AGREEMENT CONTRARY TO LAW AND MATTERS CONTRARY TO AGREEMENT

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

## ARTICLE XII

### VACANCIES, PROMOTIONS AND TRANSFERS

- A. Posting of Vacancies. Whenever there is a vacancy in any position covered by this Agreement (including for this purpose those positions set forth in the Extra Duty Schedule) or in any administrative position, the Board shall give written notice of such vacancy to the president of the Association and post such notice in every school building. No vacancy shall be filled except in case of emergency until such vacancy has been posted at least ten (10) calendar days.
- B. Filling Vacancies. Any teacher may apply for such a vacancy.
- C. Preference to Qualified Teachers (Extra Duty). As to positions set forth in the Extra Duty Schedule, the Board shall give preference to teachers having the necessary qualifications over other applicants, it being understood that the Board may employ such other applicants where there are no qualified teachers who apply.

ZPS Staff will be informed annually of any Schedule B positions that are currently held by non-ZEA members.

- D. Administrative Vacancies. A written request by any teacher for a vacant Administrative position will be forwarded directly to the Superintendent of Schools, with a copy to the Secretary of the Board. The failure to obtain appointment to any such Administrative position shall not be a grievable issue, provided the notice posting procedures listed above have been followed.
- E. Requested Transfer. A request by a teacher for transfer to a different building or position may be made at any time. Any request shall be made in writing to the personnel office with a copy to the Association. The application shall set forth the school, grade or position sought, and the applicant's qualifications. Such requests shall be reviewed twice each school year to assure active consideration by the Board. Any such request must be renewed each school year in order to be reviewed as provided herein. The record of transfer, the transfer request, and all evaluative data pertaining thereto shall be made a part of the teacher's personnel file. No teacher will be discriminated against because of a request to transfer.
- F. Involuntary Transfer. Every attempt shall be made to prevent the involuntary transfer of any teacher to another building two (2) years in a row

## **ARTICLE XIII**

### **REDUCTION OF PERSONNEL**

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 H.R. 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, Speech Therapists without a Teaching Certificate, etc.) 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.

#### EVALUATIONS

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

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

## REDUCTION OF PERSONNEL

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

- A. 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.
- B. 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.
- C. Such personnel reductions will be made in a way to assure the community that the most adequate educational program is maintained.
- D. In order to promote an orderly reduction in personnel when the education program is curtailed, the following procedure shall be used:
  1. The Board or its designee shall confer with the Association regarding those programs that should be adjusted or eliminated.
  2. 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.
  3. 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.
  4. 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.
  5. The Board shall maintain a current list of seniority. Not later than November 1 of each year, the District shall provide the Association president with a current seniority list.
  6. It is noted that items B-E above ONLY apply to professional employees whose employment is not regulated by the Tenure Act, also known in this agreement in NCP's.
  7. Any notice of layoff must be sent by June 30<sup>th</sup>.
- E. 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.
- F. Any Zeeland Public Schools non classroom professional staff member whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district in accordance with Section 1248 of the Michigan Revised School Code, provided he is qualified

## 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.

**ARTICLE XVI**

**DURATION OF AGREEMENT**

This agreement shall be effective as of August 31, 2015 and shall continue in effect through August 31, 2018.

IN WITNESS WHEREOF, the parties here to have set their hands and seals this the 20<sup>th</sup> day of April in Zeeland, Michigan.

For the Association:

John R. Darling President  
Kathy DeBeestea Secretary  
Kevin Kremen Chief Negotiator

For the Board:

Ken J. Scott President  
Abdy C. Bush Secretary  
Joe Vorr Chief Negotiator

**ARTICLE VIII - SECTION A**  
**Zeeland Public Schools Salary Schedule 2015-16 through 2017-18**  
(2.75% increment at each step)

<b>2.75%</b>	<b>Each step \$1127.5</b>	<b>Each step \$1217.7</b>	<b>Each step \$1262.8</b>
Step	BA	MA	MA + 30/Ed. Spec.
1	\$41,000	\$44,280	\$45,920
2	\$42,128	\$45,498	\$47,183
3	\$43,255	\$46,715	\$48,446
4	\$44,383	\$47,933	\$49,708
5	\$45,510	\$49,151	\$50,971
6	\$46,638	\$50,369	\$52,234
7	\$47,765	\$51,586	\$53,497
8	\$48,893	\$52,804	\$54,760
9	\$50,020	\$54,022	\$56,022
10	\$51,148	\$55,239	\$57,285
11	\$52,275	\$56,457	\$58,548
12	\$53,403	\$57,675	\$59,811
13	\$54,530	\$58,892	\$61,074
14	\$55,658	\$60,110	\$62,336
15	\$56,785	\$61,328	\$63,599
16	\$57,913	\$62,546	\$64,862
17	\$59,040	\$63,763	\$66,125
18	\$60,168	\$64,981	\$67,388
19	\$61,295	\$66,199	\$68,650
20	\$62,423	\$67,416	\$69,913
21	\$63,550	\$68,634	\$71,176
22	\$64,678	\$69,852	\$72,439
23	\$65,805	\$71,069	\$73,702
24	\$66,933	\$72,287	\$74,964
25	\$68,060	\$73,505	\$76,227
26	\$69,188	\$74,722	\$77,490
27	\$70,315	\$75,940	\$78,753
28	\$71,443	\$77,158	\$80,016
29	\$72,570	\$78,376	\$81,278
30	\$73,698	\$79,593	\$82,541
31	\$74,825	\$80,811	\$83,804
32	\$75,953	\$82,029	\$85,067
33	\$77,080	\$83,246	\$86,330
34	\$78,208	\$84,464	
35	\$79,335		
36	\$80,463		

- (a) At the end of the 2017-18 school year, steps 31-36 above will disappear. Teachers who are on steps 31-36 in 2017-2018 will be grandfathered to remain on steps 31-36 until they retire.
- (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.



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

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

Compensation for extra-curricular activities will be based on the B.A. Step 2 for all employees who were serving in that same position prior to June 1, 2015. Use the chart below to determine compensation for the first seven years in any extra duty position. 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	\$42,128
2	\$44,234
3	\$46,340
4	\$48,447
5	\$50,553
6	\$52,660
7	\$54,766

Compensation for extra-curricular activities for employees who are new to a given Schedule B position since June 1, 2015 will be based on the first seven steps of the B.A. schedule, depending on the number of years of service in that particular activity.

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

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 A-1  
ARTICLE VIII - SECTION D**

**HIGH SCHOOL SPORTS (Boys)**

**HIGH SCHOOL SPORTS (Girls)**

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

NOTES: Any extra duty person having fifteen (15) years in the same activity or in the same sport will receive an additional 10% of their pay for that position. Assistant coaches are employed based on the number of participants.

EXTRA DUTY SCHEDULE A-1  
ARTICLE VIII - SECTION D

**HIGH SCHOOL ACTIVITIES**

All School Drama Production	13%
Clubs (6 total)	3% Each
Dance	8%
Drama Club	8%
Dutch Dance Sponsor	8%
Dutch Dance Assistant	6%
Dutch Dance Assistant	6%
Dutch Dance Assistant	6%
Flag Corp	4%
Instrumental Music	8%
Marching Band Assistant	6%
Musicals	13%
Instrumental for Musical	5%
Vocal for Musical	5%
Choreography for Musical	5%
National Honor Society (per school)	3%
Orchestra	4%
Play Director – 9 <sup>th</sup> & 10 <sup>th</sup> Grades	5%
Sideline Cheer (fall season only)	---
Varsity	6%
Junior Varsity	4%
Freshman	4%
Sponsors (per school)	---
Freshman Class	2%
Sophomore Class	2%
Junior Class	3.5%
Senior Class	3.5%
Student Government (per school)	6%
Testing Accommodations Coordinator	2%
US First	5%
Vocal Music	8%
Yearbook (per school)	7%

NOTE:

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

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

**MIDDLE SCHOOL SPORTS (Boys)**

Basketball	7 <sup>th</sup> Grade	7%
	8 <sup>th</sup> Grade	7%
Cross Country	Head	6%
Soccer	7 <sup>th</sup> Grade	7%
	8 <sup>th</sup> Grade	7%
Swimming	Head	6%
	Diving/Assistant	6%
Tennis	Head	6%
Track	Head	6%
	Assistant	6%
Wrestling	Head	7%
	Assistant	6%
Football	7 <sup>th</sup> Grade Head	7%
	7 <sup>th</sup> Grade Assistant	6%
	8 <sup>th</sup> Grade Head	7%
	8 <sup>th</sup> Grade Assistant	6%

**MIDDLE SCHOOL SPORTS (Girls)**

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

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

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

**MIDDLE SCHOOL ACTIVITIES:**

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

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

EXTRA DUTY SCHEDULE A-1  
ARTICLE VIII - SECTION D

**ELEMENTARY ACTIVITIES**

Safety Patrol	2%
Girls & Boys Recreation (per ½ hour)	.03% (.0003 X BA Base)
Clubs (2 per building)	2% each

**DISTRICT MISCELLANEOUS**

Department Heads/Grade Chairs (see Attachment #1)

Voluntary Lunchroom/Playground Duty \$8.50

Staff Subbing (see Attachment #3)

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

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

- o The ratio of teaching time to prep time for a summer school course is 5:1
- o 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.

Teacher Certification Renewal Fee - 100%

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

**HIGH SCHOOL DEPARTMENTS SHALL BE AS FOLLOWS:**

High School Department Chairs will be calculated as follows:

Core Department Chairs (ELA, Math, Science, Social Studies, 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.

Non-core Department Chairs (Art, Business, Physical Education/Health/LME, Performing Arts, Special Education, Technology Education, Professional Support Staff and Speech) 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.

The minimum a Department Chair in any department can earn is 2%.

Zeeland Venture Academy Director will be paid 11%. The Guidance Chair will earn 4%.

**MIDDLE SCHOOL. TEAM LEADERS SHALL BE AS FOLLOWS:**

Middle School will eliminate the Team Coordinator position and use those dollars to provide additional compensation for middle school department chairs. Middle school department chairs will also be calculated based on the FTE in their department. Given that the needs of the department are slightly different, in middle school core department chairs (ELA, Math, Science and Social Studies) will earn .50% per FTE in the department. This will be calculated the same as the high school above. Non-core Department Chairs (Exploratory and Special Education) will earn .33% per FTE in the department.

The minimum a Department Chair in any department can earn is 2%.

**ELEMENTARY DEPARTMENTS SHALL BE AS FOLLOWS:**

	<u>Department</u>	<u>Elem Percent</u>
1.	Language Arts	6%
2.	Math	6%
3.	Science	6%
4.	Social Studies	6%
5.	Elementary Specials A	3%
6.	Elementary Special B	3%
7.	Special Education	6%
8.	Gifted & Talented	6%
9.	Pre-School Chair	3%
10.	Kindergarten Group Chair	3%
11.	1 <sup>st</sup> Grade Group Chair	3%
12.	2 <sup>nd</sup> Grade Group Chair	3%
13.	3 <sup>rd</sup> Grade Group Chair	3%
14.	4 <sup>th</sup> Grade Group Chair	3%
15.	5 <sup>th</sup> Grade Group Chair	3%

**ZEELAND LEADERSHIP TEAM SHALL BE AS FOLLOWS:**

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

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

- A. A teacher in his/her first three (3) years of employment shall be assigned a Mentor Teacher. A minimum of five (5) days of professional development each year for three (3) years will also be provided to the mentee.
- 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. \$400 for assignment with a 1st year mentee
  - 2. \$300 for assignment with a 2nd year mentee
  - 3. \$200 for assignment with a 3rd year mentee

## SCHEDULE A-2

### ARTICLE VI SECTION C-1 **2015-16 CALENDAR**

Teacher Professional Development	September 2-3	
Students Begin	September 8	
Half-Day Friday (Staff P.D.)	October 2	Half-Day for Students
K-12 Teacher Conferences	November 10 (4:00 – 7:00)	Full Day of School
K-12 Teacher Conferences	November 11 (2:00 – 5:00)	Half-Day for Students
K-12 Teacher Conferences	November 12 (2:00 – 8:00)	Half-Day for Students
No School	November 13	No School for Students
Thanksgiving Vacation	November 25-27	
Half-Day Friday (Staff P.D.)	December 11	Half-Day for Students
Christmas Vacation	December 21 – January 1	
Students Return	January 4	
Exam Days (High School Only)	January 20-22	Late Start Schedule for Secondary
End of Semester	January 22	
Records Day	January 25	No School for Students
Begin 2nd Semester	January 26	
Half-Day Friday (Staff P.D.)	February 12	Half-Day for Students
Winter Break Day	February 15	No School for Students
Elementary Spring Conferences	March 7 (2:00 – 8:00)	Half-Day for Elementary ONLY
Secondary Spring Conferences	March 7 (3:00 – 7:00)	Regular school day for Secondary
Spring Vacation	April 1-8	
Students Return	April 11	
Tulip Time	May 11-12	Half-Day for Students
Half-Day Friday (Staff P.D.)	May 13	Half-Day for Students
Memorial Day Vacation	May 30	
Exam Days (High School Only)	June 7	Late Start for Secondary only
Records/Exam Days (All Schools)	June 8	Half Day for Elementary – Late Start Secondary
Records/Exam Days (All Schools)	June 9	Half Day for all students
First Semester Students Days – 85		Second Semester Student Days – 90
First Semester Staff Days – 87		Second Semester Staff Days - 90

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

\*\*Note: Starting with the 2013-14 school year, Zeeland Quest teachers will be paid from the first pay of August each year and continuing through the last pay in July the following year.



**SCHEDULE A-2**

**ARTICLE VI SECTION C-1**  
**2016-17 CALENDAR**

Teacher Professional Development Students Begin	August 31 – September 1 September 6	
Half-Day Friday (Staff P.D.)	October 7	Half-Day for Students
K-12 Teacher Conferences	November 8 (4:00 – 7:00)	Full Day of School
K-12 Teacher Conferences	November 9 (2:00 – 5:00)	Half-Day for Students
K-12 Teacher Conferences	November 10 (2:00 – 8:00)	Half-Day for Students
No School	November 11	No School for Students
Thanksgiving Vacation	November 23-25	
Half-Day Friday (Staff P.D.)	December 9	Half-Day for Students
Christmas Vacation	December 23 – January 2	
Students Return	January 3	
Exam Days (High School Only)	January 18-20	Late Start Schedule for Secondary
End of Semester	January 20	
Records Day	January 23	No School for Students
Begin 2nd Semester	January 24	
Half-Day Friday (Staff P.D.)	February 10	Half-Day for Students
Elementary Spring Conferences	March 6 (2:00 – 8:00)	Half-Day for Elementary ONLY
Secondary Spring Conferences	March 6 (3:00 – 7:00)	Regular school day for Secondary
Spring Vacation	March 31 – April 7	
Students Return	April 10	
Tulip Time	May 10-11	Half-Day for Students
Half-Day Friday (Staff P.D.)	May 12	Half-Day for Students
Memorial Day Vacation	May 29	
Exam Days (High School Only)	June 7	Late Start for Secondary only
Records/Exam Days (All Schools)	June 8	Half Day for Elementary – Late Start Secondary
Records/Exam Days (All Schools)	June 9	Half Day for all students
First Semester Students Days – 88 First Semester Staff Days – 90		Second Semester Student Days –92 Second Semester Staff Days - 92

\*Note: If "inclement weather" closures exceed six days or the equivalent in hours, as allowed by the state, refer to Article VI, C., (2) for make-up of additional hours due to inclement weather.

\*\*Note: Starting with the 2013-14 school year, Zeeland Quest teachers will be paid from the first pay of August each year and continuing through the last pay in July the following year.

SCHEDULE A-2  
ARTICLE VI SECTION C-1

**2017-18 CALENDAR**

Teacher Professional Development Students Begin	August 30 – 31 September 5	
Half-Day Friday (Staff P.D.)	October 6	Half-Day for Students
K-12 Teacher Conferences	November 7 (4:00 – 7:00)	Full Day of School
K-12 Teacher Conferences	November 8 (2:00 – 5:00)	Half-Day for Students
K-12 Teacher Conferences	November 9 (2:00 – 8:00)	Half-Day for Students
No School	November 10	No School for Students
Thanksgiving Vacation	November 22-24	
Half-Day Friday (Staff P.D.)	December 8	Half-Day for Students
Christmas Vacation	December 25 – January 2	
Students Return	January 3	
Exam Days (High School Only)	January 17-19	Late Start Schedule for Secondary
End of Semester	January 19	
Records Day	January 22	No School for Students
Begin 2nd Semester	January 23	
Half-Day Friday (Staff P.D.)	February 9	Half-Day for Students
Elementary Spring Conferences	March 5 (2:00 – 8:00)	Half-Day for Elementary ONLY
Secondary Spring Conferences	March 5 (3:00 – 7:00)	Regular school day for Secondary
Spring Vacation	March 30 – April 6	
Students Return	April 9	
Tulip Time	May 9-10	Half-Day for Students
Half-Day Friday (Staff P.D.)	May 11	Half-Day for Students
Memorial Day Vacation	May 28	
Exam Days (High School Only)	June 6	Late Start for Secondary only
Records/Exam Days (All Schools)	June 7	Half Day for Elementary – Late Start Secondary
Records/Exam Days (All Schools)	June 8	Half Day for all students
First Semester Students Days – 88		Second Semester Student Days –92
First Semester Staff Days – 90		Second Semester Staff Days - 92

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

\*\*Note: Starting with the 2013-14 school year, Zeeland Quest teachers will be paid from the first pay of August each year and continuing through the last pay in July the following year.

## SCHEDULE A-3

### TEACHERS' FILES AND PRIVACY

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

#### I. COMPLAINT PROCEDURES

- A. Any report of unsatisfactory conduct or any unsatisfactory report submitted by parents, students, other teachers, or based on any other sources of information shall be discussed with the teacher before it is included in the teacher's personnel file and the teacher will be given an opportunity to respond to the report. All complaints to be placed in a teacher's file shall include the names of the complainants, date, and details of the complaint, provided that the District may withhold the names of the complainants from the teacher in extreme circumstances, and further provided that the Association may grieve the reasonableness of withholding the complainant's name in any given situation.
- B. Except in extreme circumstances as determined by the administration, the District shall ask complainants to meet with the teacher, to provide the teacher and the complainants with the opportunity to resolve the issue.
- C. Upon receipt of the complaint, the District shall investigate the complaint to determine its accuracy prior to placing it in the teacher's personnel file or taking any other action. The complaint will be placed in the teacher's personnel file only if the complaint is found to be accurate by the administration. If the complaint is found to be inaccurate by the administration, the complaint and all copies of the complaint will be destroyed. If the investigation by the District finds the complaint to be completely unsubstantiated, then any official record of the complaint or investigation will be destroyed after six (6) months. Investigative files will not be released to third parties unless required by law.
- D. If the teacher believes that the personnel file contains information which is false, the teacher may utilize the contractual grievance procedure to have said material removed and destroyed.
- E. The teacher shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.
- F. A complaint against a teacher may not be used as a basis for disciplinary action unless such complaint was called to the attention of the teacher within ten (10) work days from the receipt of said complaint.
- G. When a teacher has engaged in conduct that is minor in nature and it is the first time such conduct has occurred, the administrator may issue an oral warning. This does not, however, prohibit the administrator from keeping an administrative record of this action, provided that this administrative record must be placed into the teacher's personnel file within six (6) months if it is to be used for employment purposes.

#### II. FILES AND FOIA

- A. Before any written document is placed in the teacher's personnel file, the following shall be done:
  - 1. Any document about a teacher or teachers that is to be placed in a file shall be put in writing and dated. The teacher shall be given a copy of any such document when it is put in the file. Documents not pertaining to teacher discipline or evaluation shall not be included in the teacher's file;

2. The teacher shall receive a copy of the written document(s) before they are placed in his/her file. [This paragraph shall exclude pre-hire credentials; transcripts; certificates; standard District business documents such as leave records, contracts, notice of assignments, etc.; personal financial information such as annuities, pay records, loan information; documents that the teacher provided to the District; insurance forms; etc.]
  3. The District shall correct or expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.
- B. The teacher shall have the right to submit a written response to any material placed in his/her file, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties. In the event that a teacher's files are requested by any third party, the teacher shall have the right to attach a written response to any material(s) in the files prior to release of the documents, regardless of whether any deadlines for submitting written responses have passed, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.
  - C. In the event that any material from the teacher's personnel files is provided to any third party, the teacher shall be notified of the name(s) of the parties that received the information, and shall, upon request, be given a copy of all information provided to the third parties.
  - D. If the District releases any material from the teacher's personnel file, the District shall simultaneously release the corresponding teacher's response(s) to the material.
  - E. In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any teacher(s), or any portion thereof, the District shall immediately notify the teacher by telephone or FAX (or if the teacher is unavailable, by mail), and shall provide the following to the affected teacher(s) and to the Association:
    1. A copy of the FOIA request;
    2. The name(s) of the requesting parties, and all documents and communications received by the District;
    3. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).
    4. The teacher will be provided an opportunity to review the contents before the release of the information, and will, upon request, be provided with copies of all communications and documentation sent to the requesting parties by District administrators or other District agents or attorneys.
  - F. Upon receiving a FOIA request, the District will only divulge those items it is compelled by law to disclose, and will withhold all information it is permitted by law to withhold.
  - G. Records of disciplinary action which are more than four (4) years old shall not be released to any third party.
  - H. Each teacher shall have one (1) "personnel file," to be kept in the District's central office.
  - I. The parties recognize that this Agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understanding a binding interpretation of the courts supersedes this Agreement.

**SCHEDULE A-4**

**TEMPORARY TEACHER**

LETTER OF AGREEMENT

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

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

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
For the Zeeland Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of teacher)

\_\_\_\_\_  
Date