

# ALLEN PARK PUBLIC SCHOOLS

*...an uncompromising commitment to excellence*



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## AGREEMENT

*Between the*

ALLEN PARK  
BOARD OF EDUCATION

*and the*

ALLEN PARK  
EDUCATION ASSOCIATION  
MEA/NEA

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2024/25-2026/27

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This Agreement entered into this 9<sup>th</sup> day of September 2024 by and between the Allen Park Education Association MEA/NEA, hereinafter called the "Union," and the Board of Education of the Allen Park Public Schools, the City of Allen Park, Michigan, hereinafter called the "Board."

**WITNESSETH:**

WHEREAS, the Board and the Union recognize and declare that providing a quality education for the children of Allen Park is their aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the Board has the statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

**GENERAL RIGHTS OF THE BOARD**

It is agreed, except as modified by this agreement, that the Allen Park Board of Education retains all powers, rights and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States.

The exercise of these powers, rights and authority shall be limited only by the terms of this Master Agreement.

**ARTICLE 1**  
**RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all certificated or professional personnel, or both, whether under contract or on leave, employed by the Allen Park Board of Education, including continuous part-time teachers (see also Article IV, Section D) and any person who is placed in a temporary teaching situation or position and remains there over ninety (90) school days. Such representations shall cover all personnel assigned to newly-created teaching positions. Such representation shall exclude: Superintendent, Assistant Superintendents, all Principals, Assistant Principals, and Directors.

The term "Employee" or "Teacher" when used hereinafter in the Agreement, shall refer to all bargaining unit members regardless of whether or not they are in the Union. All Employees in the bargaining unit are bargaining unit members. Union members are those that pay dues. Bargaining unit membership and Union membership are distinct. However, the local Union represents all employees in the bargaining unit. References to male teachers shall include female teachers.

The Employer agrees not to negotiate with or recognize any teachers' organization or union other than Allen Park Education Association MEA/NEA for the duration of this Agreement.

The District reserves to itself and incorporates into its management rights all subjects of bargaining which would, in addition to the General Rights of the Board (as set forth on page 3 of this Master Agreement), be prohibited subjects of bargaining under Public Acts.

Seniority is defined as the cumulative months of service with the Allen Park Public Schools, continuous or interrupted by leave or layoff. Seniority shall accumulate during active employment, paid leaves, military leave and the first year of layoff. Teachers who are recalled for part of a year, will accrue ten (10) months seniority for the following year if they are again laid off. Any teacher shall have the right to protest the accuracy of his seniority status within ten (10) workdays from the date of posting.

In the event that more than one (1) certified or professional employee represented by the Union is hired by the Board of Education at the same meeting, a tie breaking process shall be used to determine the seniority ranking. The process shall be conducted in the following manner:

- A. The meeting shall be conducted during September and be called by the Superintendent or his/her designee. It shall be conducted as such a time and place so as to be convenient for all parties. The Union shall be notified at least seven (7) days prior to the meeting and shall be represented there by the President or his designee.
- B. Numbered and folded pieces of paper, equal to the number of people hired by the Board in any month, shall be placed in a container. In even numbered years (ending 0, 2, 4, 6, 8) the first choice shall be in alphabetical order (A-Z). In odd numbered years (ending 1, 3, 5, 7, 9) the first choice shall be in reverse alphabetical order (Z-A).
- C. In the event that an employee involved cannot be present, he may send a designee. If not, his selection will be made by the Union President, or his/her designee.
- D. Results of the meeting shall be distributed to all parties involved within two weeks of said meeting.

## **ARTICLE 2**

### **UNION AND TEACHER RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The union and its representatives shall have the right to use school buildings, including audio-visual equipment, at all reasonable hours for meetings, in accordance with existing Board policy.
- C. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and must notify the building administrator, and if not available, the representative shall notify the building office of their presence.
- D. The Union shall be provided bulletin board space in the teacher studies and/or lounges in each school. The administrator shall so define the exact area of the bulletin board, not less than nine square feet (approximately three (3) feet by three (3) feet) in a location easily accessible to teachers and in open view. This space shall be labeled "Union". The Union shall have the use of the inter-school mail service and teacher mail boxes for communications to teachers. The Union shall provide copies of all materials distributed through school channels to the building administrator. It is understood that at no time shall students be involved in the dissemination of such literature, and such material shall not be made readily accessible to them.

- E. The Board agrees to furnish to the Union in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census, and membership data, names and addresses of all teachers, salaries paid thereto and educational background and such other information in response to reasonable requests, which may be necessary for the Union to process any grievance or complaint.
- F. The parties agree the Board will establish a process for receiving input during the budget development process from the APEA, through representatives as chosen by the APEA President. The number of representatives from the APEA shall not exceed 6 members.
- G. The Union shall be consulted by the Superintendent on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration; and the Union shall be given the opportunity to advise the Superintendent with respect to said matters prior to their adoption and/or general publication. The Superintendent shall not submit any proposal to the Board for additional operational or building millage without prior consultation with the Union.
- H. All bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- I. The Provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. Membership in the Union shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
- J. A place on the agenda of all Board meetings shall be reserved specifically for Union representatives and shall be so indicated in the written Agenda and in the resultant Board minutes provided request for the place be made by noon Friday preceding the regular meeting. The Association President and each Local Association Representative shall be provided complete minutes and agendas of all Board meetings at the time as the above mentioned items are sent to the Board.
- K. The Superintendent and/or the Administrator of each school shall at the convenience of both parties meet with representatives of the Union upon request of either party on educational matters or on questions relating to the implementation of this Agreement.
- L. Local Association Representatives (A.R.) are guaranteed speaking time at any and all building teacher meetings. The representatives may be placed last on the agenda, but within the accepted time limit placed on such a meeting.
- M. The rights granted herein to the Union shall not be granted or extended to any competing teaching labor organization.

**ARTICLE 3**  
**PAYROLL – DIRECT DEPOSIT**

- A. Any teacher who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union, including the NEA, MEA, and the Local Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Union, all dues and fees collected. The Union agrees promptly to advise the Board of all members of the Union in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, Rivers Edge Community Credit Union, Michigan Educational Credit Union, Lincoln Park Community Credit Union, Detroit City Income Tax, United Foundation, and United States Savings Bonds to an approved vendor. A list of vendors will be available in the payroll office.
- D. Any legal fee incurred related to litigation regarding Article III, Dues Deducted and Representative Fee, shall be borne totally by the Union, provided the Union selects the legal counsel.
- E. The Union agrees to save the Board harmless and to reimburse it for: any damages including salaries, legal fees and court costs which it may suffer by virtue of this Article, provided that the Board notify the Union of any claims made against it and permits the Union to intervene and to defend against any such claims. The Board agrees not to compromise any such claim without the consent of the Union and grants permission to the Union to make all necessary appeals as are necessary to defend against such claims.

It is further agreed between the parties that in the event that any court of last resort determines that this Article is contrary to the laws of the State of Michigan or is unenforceable under such laws, that the parties will meet and bargain such new language as is necessary to comply with the law as determined by such court.

- F. Effective April 1, 2011, all bargaining unit members will be required to use direct deposit for payroll purposes. Additionally, paper vouchers will no longer be issued for direct deposits. Employees will be able to access payroll information through Wayne RESA's EMPLOYEE ACCESS system.

**ARTICLE 4**  
**TEACHING HOURS AND CLASS LOAD**

- A. No teacher shall be required to report for duty earlier than ten (10) minutes before the scheduled beginning of the school day as defined in Appendix C. Teachers shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day.
  - B. The normal, daily teaching load in the high school and middle school will be five (5) teaching periods and one (1) unassigned preparation period, running consecutively. Newly employed, inexperienced teachers shall be assigned not more than two (2) preparations per semester. The normal teacher's day in the elementary schools shall be six (6) hours, thirty (30) minutes. Teachers shall work the necessary number of contract hours as required by the State to insure full funding of the Basic Foundation Grant. If those hours change after this agreement is ratified, the times will be adjusted accordingly. The method of such adjustment shall be determined by the APEA bargaining team and representatives of the Board of Education.
  - C. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than forty (40) minutes. All middle and senior high school teachers shall be entitled to a thirty (30) minute, duty-free, uninterrupted lunch period.
  - D. Elementary teachers shall be guaranteed a daily fifty (50) minute duty-free preparation period during the hours defined in Article IV, Section A. Whenever possible, morning preparation periods shall be scheduled for teachers with later lunch periods and afternoon preparation periods shall be scheduled for teachers with earlier lunch periods.
  - A. Administration has the right to hold K-12 preparation meetings with teachers during their preparation time, or direct the teacher to meet during their preparation time. No more than twenty (20) preparation periods may be used at the discretion of the district. The district shall provide substitute teachers for IEP or parent meetings. If a substitute teacher is not available, and the IEP meeting or parent meeting needs to be held during the preparation period, the meeting shall not count toward the allowable twenty (20).
- All elementary buildings shall adopt a single bell system at the beginning of the school day. Teachers shall be responsible for greeting their students at the bell and begin the school day.
- A new, cost effective bargaining unit position (building sub) will be created if additional staff is required to cover elementary preparation periods.
- The Recognition Clause will be modified to cover the building substitute teacher hired to cover preparation periods, if needed.
- E. An extra class assignment shall be paid according the following formula: one-sixth (1/6) times individual teacher's current base salary. All such assignments shall be voluntary.
  - F. A teacher engaged during the school day in negotiations on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation (including arbitration) shall be released from regular duties without loss of salary.

- G. While teachers recognize the valuable and continuing services rendered on behalf of education by the PTA, membership and attendance in any community group, service organization, or club shall continue to be voluntary on the part of the teachers.
- B.
- H. Compulsory building staff meetings shall be limited to nine (9) per year, held monthly except for June. Staff meetings cannot exceed 45 (forty-five) minutes. Staff meetings cannot be made up, except in cases of building closure due to extenuating circumstances.
- I. The building administrator shall post or publish an agenda at least one day prior to building staff meetings, except where an emergency arises preventing such publication.
- C.
- J. Compulsory Professional Learning Community (PLC) meetings shall be limited to 9 (nine) per school year. PLC meetings held before or after school hours shall be teacher-driven and scheduled by the teachers working collaboratively with their building administrators. Each PLC meeting scheduled before or after school hours is to be a minimum of 45 (forty-five) minutes. A representative from each PLC must notify administration of the date/time/location and meeting agenda at least one (1) week prior to a PLC meeting scheduled before or after school hours. PLC meetings do not have to be approved by Department Chairs. An electronic "PLC Form" – "PLC Form Addendum" must be submitted to the building principal within 24 hours of a before or after school PLC meeting.
- D.
- The following is the schedule for 9 (nine) PLC meetings per school year:
- PLC Meetings held before/after school hours during each of the following months - 4 (four) meetings:*
- September
  - October (or May, depending on which ½ is chosen)
  - December
  - April
- PLC Meetings held during district scheduled professional development days – 5 (five) meetings:*
- October or May
  - November
  - January
  - February
  - March
- K. Teachers shall not be required to submit lesson plan books at year end, but shall make lesson plans accessible to their administrator upon request.
- L. Each teacher shall receive prior notice of events scheduled in his building for that week.

## **ARTICLE 5**

### **SPECIAL STUDENT PROGRAM**

The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience. Special attention will be given to class size where special students are placed in a regular classroom. Whenever possible, special students shall not be placed in the regular classroom of a newly employed, inexperienced teacher.



**ARTICLE 6**  
**TEACHING CONDITIONS**

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes shall not exceed the following maxima:
1. For the high school and the middle school, thirty-three (33) students per academic class effective after the Fall Pupil Count Day of the school year:
    - a. At the high school, all class sizes will be made available to the Association by the end of September and February.
    - b. At the middle school/high school, an actual class count will be conducted and made available to the Association within ten (10) days after the start of each quarter/semester, respectively.
    - c. Class size limit of thirty-three (33) shall not be exceeded without agreement of the Association.
  2. For elementary schools, administration will make reasonable efforts to limit to thirty (30) students per class, twenty-five (25) per class in kindergarten and fifteen (15) per class in Young 5s; split-classes shall be limited to twenty-five (25) students each effective after the Fall Pupil Count Day of the school year.
  3. Physical Education class sizes at the secondary level will not exceed forty-five (45) students. It is the intent of the Board to include a certified lifeguard in classes using the pool.
  4. For other specialized classes – that as recommended by the State of Michigan. Experimental class situations may exceed the above limitations by mutual agreement of the parties. In no event shall the number of students in a class exceed the number of student stations available. Any class loads not herein described shall be regulated in accordance with sound educational practice.
  5. Within 10 days after the start of a semester, teachers shall notify their building administration of the number of special needs students in their class(es) so that Article V of the Collective Bargaining Agreement may be considered with regards to class composition.
- B. When class size contractual limits are exceeded:
1. At the middle school/high school, teachers will be compensated \$3 per day, for each student over the maximum, for each day of the overage. Elementary specials teachers shall follow secondary teacher overage rates for students in excess of 31 in grades K-5 (including Y5) specials.
  2. At the elementary schools, teachers will be compensated \$6 per day, for each student over the maximum average, for each day of the overage.
  3. Class sizes are established on the official Count Day. When an actual class overage exists, it will be retroactive to the first day of the overage.
  4. Extra-pay stipend will be issued for overages with the first pay in June.

- C. In the event of an elementary (K-5) split-level class, the Superintendent shall notify the Association President, in writing, the reasons for the necessity of the class. If changed to K-6, this section continues to apply.
- D. In scheduling students, both parties agree that every effort should be made to equalize classes in terms of individual student needs and characteristics. When scheduling, class sizes should not vary by more than 2 students for teachers teaching the same classes, within the same building, during the same time.
- E. No teacher shall be required to take responsibility for more than one class at a time at any grade level within the existing organizational structure.
- F. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- G. The Board to make available in each school adequate typing and duplicating facilities. Clerical personnel will be available to aid teachers in the preparation of instructional material, whenever possible.
- H. Special consideration shall be given to those schools with no audio-visual rooms when ordering darkening drapes. All classrooms shall be provided with darkening drapes as soon as feasible.
- I. The Board shall make available in each school at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities shall be made in all future buildings.
- J. A place of privacy shall be available within reason in each building to teacher for business telephone conversations.
- K. Vending machines for hot and cold beverages shall be installed at the request of a particular school staff.
- L. The Board agrees that teachers shall be reimbursed for theft, damage or destruction of personal property, provided that lack of reasonable care and caution under the circumstances, on the part of the teacher, has not been the primary cause of loss.
  - 1. The Board shall not be liable for more than the actual cash value of the loss.
  - 2. The Board shall not pay amounts less than ten (\$10) dollars or more than five hundred (\$500) dollars if the loss exceeds that amount.
  - 3. The Board shall not be liable for loss covered by other insurance.
- M. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- N. Classroom interruption by administrators, department leaders, counselors, students, or other teachers, whether by intercom, telephone, or in person, shall be permitted only in the case of emergency or when no other alternative is possible. This shall not limit the right of the employer to conduct evaluation activities.

- O. When music, art or physical education teachers are absent, paid substitutes shall be provided. In the event outside substitutes cannot be found, the regular room teacher shall be considered “the substitute” and be paid the current rate.
- P. Regular classroom teachers shall not be required to participate in the planning, practice, supervising or presentation of programs, if such occur during their preparation period or outside the regular day.
- Q. No middle school or high school teacher shall be required to teach more than three (3) consecutive classes without either lunch or a preparation period separating them.
- R. The number of rooms in which assignments occur shall be held to a maximum of three (3).
- S. Extended homeroom sessions shall be eliminated insofar as is feasible.
- T. Homeroom sessions shall be convened only when no other reasonable alternative may be substituted and when held shall be scheduled on the same day each week with advanced notice published in the weekly bulletin.
- U. High school teachers shall be granted one (1) day at mid-year examination week for the purpose of correcting examinations and computing grades.
- V. There will be three full-time counselors in the High School and two full-time counselors in the Middle School. The counselors will work under the job description as agreed upon by the parties. There will be two social workers at the elementary level. If needed, high school and middle school counselors will be paid at per diem rates, for a maximum of six (6) days with one of those days being student orientation (Jag Day and Panther Day), for scheduling and registration work performed during the summer at mutually agreed upon times.
- W. One day of class time may be used for pictures of sections (homeroom) for the annual, affecting all students. Another day may be used for individual pictures for school records and ID cards, affecting ninth grade and new students only. Other pictures shall be taken after school, on test days, or at other times which do not interrupt classes.
- X. A teacher may be asked to relieve or substitute another teacher only during his preparation period.

As a regular course of action the Administration will not direct teachers to substitute teach during their preparation periods or at any other time. Teachers may continue to be asked to substitute teacher during their preparation periods on a voluntary basis, but will be directed to substitute teach only in extreme circumstances when no other viable option is available. Viable options are listed below in progressive order, depending on the number of teachers absent and the number of classes needed to be covered on a given day.

1. The principal will coordinate the use of substitutes in his/her building to cover any vacancies, including utilizing assigned substitutes at the secondary level on a 6/5 basis.

2. The principal will try to coordinate his/her staff through special assignments with the voluntary cooperation of his/her staff.
3. Teachers attending workshops/conferences will be required to return to their buildings if no substitutes are available to cover assignments in their buildings.
4. Teachers attending workshops/conferences who have substitutes will be required to return to their buildings in order to release their substitutes to fill vacancies in other classrooms/buildings.
5. The principal will utilize all staff members, from certified staff members without regular classroom responsibilities (i.e., media specialists, counselors, social workers, reading teachers, building administrators) to non-certified staff members who may substitute teach on a permit basis.

The District will make every reasonable effort to increase the pool of substitute teachers available to fill in during teacher absences, and to utilize substitute teachers as effectively as possible in order to minimize instances when classes may be left without substitute coverage.

In all cases teachers will be paid \$50 to substitute teach on their preparation period.

- Y. The building administrator shall be responsible for keeping a record of the time serviced as a substitute for each teacher.
- Z. No teachers shall be assigned an extended school day (namely zero and seventh hour, etc.) without his consent, except where such position cannot be filled without his consent.
- AA. Sponsors of all clubs shall be assigned on a voluntary basis.
- BB. Teachers will not be required to record their time of arrival or departure, but will check in and out.
- CC. Each teacher shall provide four additional hours outside the regularly scheduled school day. These may include PTA "Meet the Teacher Night", chaperoning or school related activities that are mutually agreed upon.
- DD. Parent/Teacher conferences:
  1. Secondary teachers will participate in evening Parent/Teacher conferences in each of the two semesters. Teachers absent during evening Parent/Teacher conferences shall meet with the Superintendent or his designee and a representative of the APEA to choose one of the following options for not participating in evening Parent/Teacher conferences:
    - a. Three hours of compensatory time in the teacher's building to be used in a way consistent with the teacher's duties; or
    - b. Deduction from the teacher's accumulated sick leave of one-half (1/2) day; or

- c. Payroll deduction of one-half (1/2) day salary based upon the following formula: Teacher's base salary divided by two hundred (200) days times fifty percent (50%).

2. On scheduled Parent/Teacher conference days, during the 1<sup>st</sup> semester, meeting time for the afternoon conference session (elementary level) will be 2.5 hours from 12:45 p.m. – 3:15 p.m. and the meeting time for the evening conference sessions will be 2.5 hours for elementary teachers and 3 hours for secondary teachers. The meeting times will be from 5:00 p.m. – 7:30 p.m. and 5:00 p.m. – 8:00 p.m. respectively. Any Parent/Teacher conference sessions that are scheduled in an arena setting will also provide for a scheduled fifteen (15) minute break in the middle of the meeting time.
  3. During the first (1<sup>st</sup>) semester, Parent/Teacher conferences at the elementary and middle school buildings will be scheduled for the Monday and Tuesday before Thanksgiving. The afternoon session at the elementary buildings shall be conducted on the Tuesday before Thanksgiving. Conferences at the high school will be held on the Wednesday and Thursday of the week preceding Thanksgiving. These days will alternate annually among Middle School and High School only.
  4. During the second (2<sup>nd</sup>) semester, at the secondary level, conferences will be held for one (1) evening from 4:00 p.m. – 8:00 p.m. The Middle School and High School shall rotate the days of the spring conferences. In even numbered years, the Middle School conferences shall be held on Thursday. In odd numbered years, the Middle School conferences shall be held on Wednesday.
- E.
5. Elementary school spring conferences will be held (1) evening from 5:30 pm - 7:30 pm.
  6. Conferences at all levels shall be offered in a hybrid manner, giving parents the option to meet in person or virtually.
  7. Teachers at the elementary level who elect to conduct their Parent/Teacher conferences over a period of three (3) business days immediately preceding the scheduled date(s) for conferences will have the scheduled conference time as duty free. Elementary teachers electing this option shall notify their building principal one (1) week prior to scheduled conferences.
- EE.
- As part of the Middle School's "Assertive Discipline" program, teachers will continue to be required to make a follow-up phone contact with parents of any and all students who they send out of class for disciplinary reasons. However, they will be required to make no more than two attempts during the workday to reach a parent directly or connect with an answering machine or voice mail system. These attempts are expected to be made before the class meets the following day. Following the second unsuccessful attempt, they may continue to try for phone contact or opt to complete a form letter, provided by Middle School Administration, on which they will note the date and time of the unsuccessful attempts. Teachers opting to use the form letters will leave them, upon completion, in a designated location in the Attendance Office for mailing.

**ARTICLE 7**  
**DEPARTMENT LEADERS**

- A. Administration and the APEA shall develop a committee of equal number of EA members and an equal number of District members to determine Department Chair selection. The EA members shall be selected by the Union. There shall be 2 members from each team. Administration reserves the right to break a tie. Terms will be 3 school years. Applications will be accepted during the month of May prior to a term limit or in the event of a vacancy. There is no limit to the number of terms a chair can serve.
- B. Department leaders shall call a meeting of their department, during the initial stages of scheduling, to determine the class assignments through interaction with their colleagues. Such assignments will then be forwarded to the building Administrator as a recommendation of the department.

**ARTICLE 8**  
**PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. All teachers shall meet Federal ESEA (Elementary and Secondary Education Act) Highly Qualified Teacher requirements as implemented by the Michigan Department of Education. All teachers shall also meet the minimum regular certification standards of the State of Michigan for their specific assignments. In addition, the following qualifications apply:

Elementary Level:

The district will make every effort to hire kindergarten and first grade teachers with an early childhood endorsement.

Specialists: Art, music and physical education teachers shall have a minimum of twelve (12) semester hours in the field. Reading coaches and math coaches shall have a minimum of fifteen (15) semester hours in the field (teachers in position as of September 1, 2003, are grandfathered as long as they continue to hold the current position). Media specialists and media tech teachers shall have completed Project Lead the Way training or shall complete such training within a year of employment.

Middle School Level:

In the staffing of the middle school, the ability of the educator to assist middle school students in the attainment of those skills and understandings will be a factor considered in the granting of a transfer request.

Teachers with 7-8 all subjects certification shall have a minimum of sixteen (16) semester hours in the subject area(s) in which they teach.

Teachers with K-8 all subjects certification shall have a minimum of twelve (12) semester hours in the subject area(s) in which they teach.

Media Specialists: Media specialists shall have a minimum of eighteen (18) semester hours in the field of library science/information technology.

### High School Level:

Science teachers (Science [DX] or Integrated Science [DI] endorsement) shall have a minimum of 12 semester hours in each specific subject taught (i.e., 12 hours in chemistry).

Drama teachers (Communication Arts [AX] or Language Arts [BX] endorsement) shall have a minimum of three semester hours in drama/theatrical arts. Training and/or experience may be substituted for coursework if approved by the Michigan NCA (North Central Association) Committee.

Newspaper/Yearbook teachers (Communication Arts [AX] or Language Arts [BX] endorsement) shall have a minimum of three semester hours in journalism; however, training and/or experience may be substituted for coursework if approved by the Michigan NCA Committee. Coursework in journalism is not required for yearbook; however, a certified teacher is required and training/experience must be demonstrated.

Speech teachers (Communication Arts [AX] or Language Arts [BX] endorsement) shall have a minimum of three semester hours in speech.

Reading teachers (Language Arts [BX] endorsement) shall have a minimum of three semester hours in reading.

- B. The Board shall endeavor to employ for regular teaching assignments only those teachers who have completed a bachelor's degree from an accredited institution and have a provisional, continuing, or permanent certificate.
- C. Teachers shall not be assigned outside the scope of their major field of study without valid and demonstrable reasons.
- F.
- D. All teachers shall be given notice of their tentative assignments and schedules for the forthcoming year no later than June 1 of the preceding school year. They shall include: subjects to be taught; grade level of the same and projected class sizes; any extra-contractual assignments responsibility. Teachers shall be notified of the hourly sequence of classes to be taught and the room numbers and lunch hour assignments as soon as such information is finalized. Tentative assignment changes shall be communicated to affected unit members forthwith.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. In making such assignments, excepting athletic coaches, preference shall be given to the most senior teachers regularly employed in the District. Appointment of athletic coaches shall be subject to the following conditions:

The Board and APEA mutually agree that it is advantageous, desirable, and preferable that teachers regularly employed in the District serve as coaches of student athletes. Among regularly employed teachers, if qualifications are substantially equal, the assignment shall be given to the regular teacher with greatest seniority; however, if one of the two regularly employed teachers bidding on the same coaching vacancy has substantially superior qualifications, the teacher who possesses the superior qualifications shall have preference in hiring. The assignment may be given to an

outside candidate only if the qualifications of that candidate are substantially superior to those of regularly employed candidates. Should a regularly employed teacher bidding on a vacancy in question wish to contest an appointment decision, the following procedures shall govern the dispute:

1. The regularly employed teacher contesting the decision shall submit in written form his objection and request for review to the Assistant Superintendent within five (5) working days of the decision to award the position to the alternate candidate.
2. An interview committee consisting of four (4) certified employees will review all applications for the vacancy, and if necessary, interview all qualified applicants. The Superintendent or his designee will select two (2) committee members and the APEA will select two (2) committee members to serve on the interview committee.
3. The Board and APEA agree that individuals selected to serve on the committee will be qualified to judge the applicants and realize that membership on the committee may vary for each assignment that is contested.
4. If interviews of all applicants are deemed necessary, the committee will select the appropriate format and questions for the interview. The review of applications and interviews, if necessary, shall be conducted on voluntary time after school hours and a decision shall be reached within five (5) working days of the conclusion of the interviews.
5. The regularly employed teacher contesting the decision must receive a minimum of three (3) votes to be awarded the position. The decision by the committee shall not be subject to the grievance procedure. The Board and APEA shall accept the committee's decision as the final decision. Should the committee not give a minimum of three (3) votes to any one candidate, the initial decision to appoint the alternate candidate shall be subject to the grievance procedure.
6. The decision rendered by the committee shall apply only to the assignment in question. The teacher regularly employed in the District may apply for any assignments, when vacancies exist, as outlines in Paragraph 1, Section F.

Subject only to the above-stated conditions, no bargaining unit member shall be denied an appointment to an athletic coaching position except for a valid and demonstrable reason. The impact of a coaching position on a staff members teaching assignment may be a factor in the hiring decision.

The Board and APEA agree to jointly develop an instrument to evaluate athletic coaches. The form shall provide for procedures which may lead to dismissal where there exists a valid and demonstrable reason to support such action.

- F. Any teacher who joins the staff after the pre-school orientation shall be granted a one (1) day paid orientation period before assuming their teaching schedule.
- G. No teacher shall be required to have more than four (4) separate course (as numbered by computer scheduling) preparations, and every effort shall be made to hold preparations to three (3). If the number of assigned preparations exceeds three (3) per semester the Administrator will meet with the teacher to provide valid and demonstrable



G.

reasons for such assignment. In a co-taught class, General Education teachers will be responsible for providing daily content preparation and general instruction. Special Education teachers will be responsible for ensuring student IEP accommodations are met and accommodation logs are completed. Co-taught classes will not exceed a  $\frac{1}{3}$  ratio of students with IEPs to general education students. Whenever possible, scheduling consideration will be given to limit the number of preps. The GE and SE teacher will split the overage payment if the ratio of students with IEPs to general education students exceeds  $\frac{1}{3}$  of the class cap. The parties agree that either party may request to re-negotiate only Article VII section G on an annual basis.

## **ARTICLE 9**

### **VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. Teachers may request transfer for each succeeding school year. Such requests shall indicate preferences of grade level(s), subject area(s), and building(s). All requests must be received by the personnel office no later than March 1st. Any requests received after that date shall be considered invalid. A teacher requesting transfer shall be placed on a list to be known as the transfer list, which will be established and maintained in the personnel office.
1. Requests for transfer shall be emailed to the building principal, HR coordinator, and HR director.
  2. Requests which were not acted upon must be re-filed every school year in order to remain active.
- B. At the elementary level (grades K-5), teachers will maintain their current assignments unless they voluntarily relinquish them. Secondary teachers (grades 6-12) will maintain their departmental assignments but will not be guaranteed specific grade levels or courses.
- C. In-building reassignments shall be granted on the basis of teacher preference when there is a vacancy for the following school year. Such in-building reassignments are to be made by the building administrator through May 31. In-building reassignments shall also be granted on the basis of teacher preference if a teacher is displaced due to the elimination of his position. A teacher whose position is eliminated, and any teacher(s) with less seniority who is affected, shall be assigned a new position based on his/her preference sheet. Such in-building reassignments are to be made by the building administrator prior to March 1st. Criteria to be used in in-building reassignments are:
- Qualifications and certification
  - An effective evaluation rating per MCL 380.1248
  - District Seniority

In-building reassignments shall not apply to the following positions: Art, Counseling, Instrumental Music, Media, Physical Education, reading, math, and science coaches, and Vocal Music.

Teachers displaced from a building maintain the right of in-building reassignment only in their current building through May 31<sup>st</sup>. Teachers who have not been displaced from a building but who choose to bid on a position in a new building at the bidding pool have the right of in-building reassignment only in their new building through May 31<sup>st</sup>.

- D. All vacancies occurring during the school year caused by: leaves, resignations, transfers, building reassignments, retirements, or layoffs shall be filled by a bidding pool meeting to be held after tentative course schedules are completed and no later than the last teacher work day. The meeting date shall be mutually agreed upon by the Board of Education and the Association and will be determined by March 15. Each member of the Union with a request for transfer on file in accordance with Article IX, Section A shall receive written notice from the Administration three (3) business days prior to said meeting. Such notice shall provide official notification of the time, date, and location of the meeting as well as the names of all persons who have submitted a request for transfer. The Employer will review all vacancies and the following sequence for filling such vacancies shall be used:
1. An eligible teacher (as defined in Article VIII) returning from a year one (1) maternity leave shall be first placed in her previous position or, if that is not available, a similar position if such is available; otherwise said teacher shall be placed in another position.
    - a. Any teacher shall have the right to pass on any bid while retaining a first-choice option to be exercised at any later time prior to the conclusion of bidding. Should a split level, half-time, or split building assignment be changed prior to the start of the school year, the teacher originally assigned to the position being changed will be given the first choice in selecting the changed position.
    - b. A laid off teacher shall be placed in a vacancy according to this Article.
    - c. If vacancies still exist the requests for transfers shall be considered through the bid pool process.

The placement of a teacher based on such request shall be conditioned upon:

1. Qualifications and certification
  2. An effective evaluation rating per MCL 380.1248
  3. District Seniority
- d. Any positions becoming available after the bidding pool and the in-building reassignment process, through August 15 will be posted to all district employees by email for a 24-hour period. Employees who express an interest in the vacant position shall be placed in accordance with the process set forth in sub-section (D)(c) above. If no employees express an interest in the vacant position within the 24-hour notice period, the position shall be posted externally.

After August 15, the Board will fill all vacancies. All vacancies occurring between August 15 and the start of the school year will be posted at the next bidding pool meeting, unless otherwise mutually agreed upon between the Board and the APEA.

E. System-wide transfers shall be subject to the following conditions:

1. Involuntary transfers shall be made only in cases of emergency, to prevent a layoff, or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Union in writing of the reasons for such transfer. If the teacher objects to such transfer, he may submit the dispute for resolution through the Professional Grievance Procedure.

2. A teacher who has been involuntarily transferred for non-disciplinary reasons shall have the right to return to the previous position, if available, at the beginning of the next school year. This clause excludes transfers for disciplinary reasons.
  3. Notice of vacancies and qualifications for such positions shall be posted in all buildings and in the personnel office with a copy sent to the Association President or his designee.
- F. Upon request, a teacher who has been denied a transfer shall be presented with the reasons for denial in writing.
- G. In the event that an administrator is returned to the bargaining unit, he shall have all rights of seniority including time served as an Administrator for the purpose of transfer rights; however, he shall not cause the Involuntary transfer of another teacher.
- H. A promotion is a change in position which results in exclusion from the bargaining unit.
- I. The positions of science, reading, and math coaches are excluded from the aforementioned in-building reassignment and bid pool processes. The District shall have the right to place employees in the positions of science, reading, and math coaches without consideration of the in-building reassignment and bid pool processes.

#### **ARTICLE 10**

#### **TEACHER LEAVE DAYS**

- A. All teachers absent from duty due to sickness (personal or immediate family), injury or personal business shall be allowed full pay for a total of fifteen (15) days per school year. No pay shall be granted for teachers using these days for vacation or recreational purposes. Teachers shall, after an absence of three (3) consecutive days, sign a payroll form indicating the reason for such absence. If it is determined that a teacher has signed the payroll form and deliberately falsified the reason for the absence, the teacher may be subject to discipline up to and including discharge. For attendance at social functions (excluding funerals), in addition to a leave day, the teacher will be responsible for the cost of the substitute teacher. Social functions are considered to be one-day events only.

The Board shall furnish at the beginning of each school year a statement setting forth the total leave credit including the current year. Leave day records shall be maintained on each teacher's statement of earnings and deductions.

Unused leave days up to a maximum of fifteen (15) days yearly shall be added to the teacher's accumulation. Accumulated leave banks shall have the same rules as current year leave banks. There is no need for a doctor's note or payroll form in either bank unless the absence will exceed three (3) days or the absence is immediately before or after a holiday.

- B. Sick leave days shall accumulate to a maximum of two hundred (200) days.
- C. The parties agree to establish a Catastrophic Leave Bank whose purpose is to protect the teachers from a loss of wages due to a catastrophic illness or injury of their own or to members of their immediate family.

Catastrophic injury or illness is defined as a life-threatening or disabling injury or illness of an employee or immediate family which incapacitates the employee from performing his/her assigned duties, as verified by a licensed physician, and requires the employee to exhaust all earned leave time. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic. Pregnancy, delivery, and elective surgery shall not be considered catastrophic illness under this provision except when unusual complications occur.

Teachers newly employed by the school district after the date of ratification of this agreement shall have one (1) sick day of their allowance transferred to the Catastrophic Leave Bank at the beginning of their employment.

In subsequent years, a review will be made of the remaining accumulated days within the Catastrophic Leave Bank and the Board will contribute the equivalent number of days necessary to begin each year with an accumulation of days equal to three hundred (300) in the Catastrophic Leave Bank. Those days will be drawn from those sick days accumulated over those addressed in Article X, Section B. If during the school year, the days in the Catastrophic Leave Bank fall below thirty (30), each teacher will contribute one (1) day of his/her allowed sick leave and the Board will contribute a number of days necessary to equal three hundred (300) days in the Bank.

A Catastrophic Leave Bank Committee shall be established to receive, screen, and approve eligible requests. The Committee will consist of two (2) APEA members and two (2) representatives designated by the Board. The Catastrophic Leave Bank Committee shall need a majority decision to approve a request. In the event of a tie vote, the Board and APEA bargaining team (not to include MEA staff) shall convene to consider the request, applying the principles of Interest Based Bargaining (IBB). Any Committee member requesting use of Bank days will be replaced by another APEA member. Voting by Committee members will be kept confidential and the chairperson will present a written explanation for the Committee's decision to the applicant. Members shall be granted one opportunity to appeal the committee's decision, in writing, to the Catastrophic Leave Bank committee. The final decision of the committee is non-grievable.

The days used to care for immediate family members shall be borrowed from the Catastrophic Leave Bank. They are to be repaid at a rate of not more than five (5) days per year. Any days not paid back to the bank by an employee who leaves the District will be subtracted from the three hundred (300) days that the District is required to maintain.

A condition of approval of Catastrophic Leave Bank days, either for personal or immediate family use, may include a regular review of the condition necessitating the leave.

Records relative to the number of Catastrophic Leave Bank days available/used will be maintained by the District Business Office and will be made available for examination by the Association President, annually, in September.

Restrictions relative to the usage of Catastrophic Leave Bank days are as follows:

1. The first twenty-five (25) working days of illness or injury will not be covered by the Catastrophic Leave Bank, but must be covered by the employee's own accumulated sick leave or be an absence without pay. In addition, personal sick leave accumulation must be exhausted prior to Catastrophic Leave Bank days. If a teacher, due to their own catastrophic illness or injury, or that of an immediate family member, is incapacitated for at least twenty-five (25) working days in any one (1) year and there is further incapacitation which appears to be a recurrence of the same illness or accident, then the twenty-five (25) day eligibility requirement may be waived in this instance at the discretion of the Catastrophic Leave Bank Committee.
  2. Once a member has exhausted all accumulated sick leave or satisfied the twenty-five (25) working day waiting period, whichever is greater, s/he is eligible to request consideration from the Catastrophic Leave Bank Committee for coverage for the remaining school days of his/her disabling illness or injury, or that of an immediate family member. Coverage continues until the employee (only) is eligible for long-term disability benefits as provided in Article XXIII, Section C. Catastrophic Leave bank coverage shall continue for immediate family members for a maximum of sixty (60) work days. Requests for Catastrophic Leave Bank days must be made in writing to the Catastrophic Leave Bank Chairperson with a copy to the Superintendent, or designee. Such requests must be accompanied by a physician's statement. The Board reserves the right to require a statement from a Board-selected physician.
  3. Once a member has accumulated the maximum two hundred (200) days and has contributed at least twenty-five (25) days back to the Catastrophic Leave Bank, the twenty-five (25) day waiting period to access the Catastrophic Leave Bank shall be waived.
- D. Leave days shall not be deducted for days that teachers are not required to report.
- E. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. A maximum of three (3) days for a death in the employee's immediate family. Immediate family shall include: Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Mother-in-Law and Father-in-Law. In cases where extreme distances are involved, additional days may be added.
  2. A member called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
  3. A member required to appear in court for a matter related to his/her employment shall not be required to use his/her personal leave days.
  4. Time necessary to take a selective service physical examination.
  5. Injury or illness incurred in the course of the teacher's employment.

F. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

1. When a member gets married, he/she will be allowed to use up to five (5) leave days.

G. A maximum of five (5) days off per year may be arranged consecutively or separately by the teacher for reasons of personal interest. The purpose of these days is to relieve teachers of financial hardship in situations over which they have no control. As such, consideration for the use of personal interest days shall only be given when all of the teacher's available sick/leave days have been exhausted. As compensation for this leave the teacher shall receive the difference between his daily rate and the substitute's pay. No pay shall be granted for teachers using these days for vacation, recreational purposes, or social function.

Requests for personal interest days off will be reviewed by the building principal and the association president (or designee). If the request is denied, the decision may be appealed to the superintendent or designee.

Denial of days off for personal interest must be for valid and demonstrable reasons in writing.

H. No teacher shall be compensated for the work day or days preceding or succeeding a holiday unless he reports to work. Exceptions to this clause will be limited to:

1. Illness (personal or immediate family). Teachers may be requested to verify the reason for an absence on the work day(s) preceding or succeeding a holiday. The teacher must provide legitimate documentation within ten (10) working days of the request to be paid for the days missed.
2. Any absence allowed under sections "E," "F" or "G".

Holidays are Labor Day, Memorial Day, Thanksgiving Recess, Winter Recess, Spring Recess, Mid-Winter Break, and Summer Recess.

I. There shall be an automatic telephone message taking service or a telephone answering service provided by the Board for the purpose of allowing staff members to report their absence at any time of day or night.

## **ARTICLE 11**

### **LOCAL ASSOCIATION AND PROFESSIONAL LEAVE DAYS**

A. Each teacher shall be granted one (1) visiting day per year with full pay for the purpose of observing other classrooms either within or outside the system and/or attending approved meetings or workshops as approved by the building administration and as per existing policy and subject to availability of substitutes.

B. The Association President and/or Acting President shall be granted sufficient time as needed to pursue Union business. The building administrator shall arrange for one hour daily of released time for Union business.

Each local Association Building Representative (A.R.) and the grievance chairman shall be granted sufficient time necessary to pursue Union business. Such released time shall be arranged through their administrator not to exceed four hundred eighty (480) minutes per year.

- C. At the beginning of every school year, the local Association shall be credited with twenty (20) days to be used by officers or agents of the local Association to attend conventions, conferences, and workshops. Such use shall be at the discretion of the local Association.
- D. A list of conferences and conventions received by the administration shall be made available or posted for all teachers in sufficient time for application of same.

## **ARTICLE 12**

### **SABBATICAL LEAVE**

- A. Teachers who have been employed for seven (7) years may be granted a Sabbatical Leave for one (1) year. A Sabbatical Leave is an opportunity for a teacher to pursue coursework or some other form of professional improvement that will improve or enhance his service to the District. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the Board and shall be paid one half (1/2) of his annual salary and full fringe benefits.

The teacher requesting a Sabbatical leave for the following school year must submit the Sabbatical Leave Form to the Superintendent of Schools or his designee, copied to the Building Principal, no later than February 15. The "Sabbatical Leave Form" shall include: teacher name; date of application and date of proposed leave; building; years of District service; purpose of the leave; coursework or professional improvement plan, and; explanation of how the leave will benefit the District.

Within thirty (30) days of February 15 the Superintendent or his designee will either inform the applicant that his/her request is approved or choose to convene the Sabbatical Leave Committee to review the request. This committee shall consist of two member appointed by the Superintendent or his designee, two member appointed by the Association President, and one member randomly chosen from the Board of Education. A majority vote will determine the outcome of the request for Sabbatical Leave, and the decision of the committee will be final.

- B. Not more than two (2) percent of the teaching staff shall be placed on Sabbatical Leave upon request.
- C. The following conditions shall apply to all Sabbatical Leaves:
  - 1. While on leave, the teacher shall submit a written report at approximately ten-week intervals, no later than November 15; January 21; April 15, and; the last day of the second semester. All reports shall contain information that will enable the Sabbatical Leave Committee to ascertain that the employee is fulfilling his responsibilities.
  - 2. The teacher must maintain a full schedule (as determined by the university attended) for the duration of the leave. If the course load falls below full time status the teacher must immediately notify the District and provide an explanation to the

Superintendent or his designee. Within ten (10) working days of such notification a meeting of the Sabbatical Leave Committee will be convened to determine the status of the employee. The employee shall have the right to address the committee.

If the committee determines that the employee is not fulfilling his responsibilities it may terminate the Sabbatical Leave. A teacher whose leave is terminated will lose any unpaid portion of his salary but will keep his benefits through August 31. The teacher may be reassigned to either the first vacant position for which he/she is qualified or as a full-time substitute teacher for the remainder of the school year; if so reassigned the teacher will be reinstated on the regular pay schedule from that point forward. The teacher may also be placed on unpaid leave of absence for the remainder of the school year.

3. A Sabbatical Leave once granted may not be terminated by the employee before the date of expiration, except as agreed upon by the Superintendent of Schools or his designated representative of the Board of Education.
4. The payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salaries to other members of the professional staff. An employee on leave shall be responsible for keeping the business office and personnel office notified as to his address, or change of address, throughout the period of the Sabbatical Leave.
5. The teacher shall agree to remain an employee of the District for the period of two years immediately following the leave unless released by the Board of Education. A teacher failing to return as an employee after a Sabbatical Leave must repay the District the sum equal to his salary during the leave. A teacher leaving one year after a Sabbatical Leave will repay the District one-half of the salary he was paid while on the leave. This requirement may be waived by mutual agreement of the Superintendent or his designee and the Association President.

### **ARTICLE 13**

#### **UNPAID LEAVES OF ABSENCE**

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in an exchange teaching program in another school district, state, territory or country; a foreign or military teaching program; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program, provided said teacher states his intention to return to the school system. During such leave the teacher will not accrue seniority or years of experience on the salary schedule.
- B. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. During such leave the teacher will not accrue seniority or years of experience on the salary schedule.

Upon application for a leave by a member of the bargaining unit, the teacher shall file an outline of course work and shall carry at least eight (8) hours of graduate credit each quarter or semester.



- C. Leaves for active military service or reserve training will be granted in accordance with applicable law.
- D. A teacher shall be granted a leave of absence for up to one (1) for special reasons, upon application to the Superintendent. A second year may be granted at the discretion of the Superintendent. A teacher shall not be employed elsewhere during such leave. If it is determined a teacher is employed elsewhere during a personal leave of absence, the leave shall be terminated immediately and the teacher shall be ordered to return to work. A teacher will not accrue seniority or year of experience on the salary schedule during a personal leave of absence.
- E. A leave of absence of up to two (2) years shall be granted to any teacher, for personal reasons, upon application to the Superintendent. During such leave the teacher will not accrue seniority or years of experience on the salary schedule.
- F. A leave of absence for reasons A – E of this section shall be full-year (school year) leaves of absence only.
- G. Maternity or adoption leave shall be granted to all teachers requesting same. This leave shall be for a period of one (1) year. After the first year the teacher, on application, shall be granted one (1) additional year. A teacher may be granted a leave of less than one year (see section I).

In case of adoption, the teacher and Superintendent and/or Assistant Superintendent shall decide on the appropriate beginning and termination dates.

The terms of the leave shall be as follows:

- 1. A teacher on such leave shall receive the health insurance benefits provided for under this Agreement for a period of one (1) year unless the member fails to notify administration of intent to return from leave by March 1<sup>st</sup> (July 1<sup>st</sup> if the leave begins after January 1<sup>st</sup>). Failure to comply with these dates will result in immediate discontinuation of benefits.
  - 2. A teacher may utilize accumulated leave days preceding the leave.
  - 3. A teacher may be offered a position; however, rejection of any offer before the completion of two (2) years shall not terminate leave.
  - 4. Failure to accept position offered by the Superintendent after two (2) years terminates maternity or adoption leave.
  - 5. During such leave the teacher will not accrue seniority, or years of experience on the salary schedule, except what is provided by FMLA.
- H. There shall not be granted to any member of the bargaining unit two (2) consecutive leaves of absence, except in cases of military leave, extended illness or maternity leave following any other leave of absence.

**ARTICLE 14**  
**ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth by the educational profession.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

**ARTICLE 15**  
**FILES**

- A. The teacher, alone or with his Union Representative, shall upon request receive copies of materials from his files at a cost of ten (10) cents per page.
- B. Material of a non-professional nature (i.e., letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any teacher file without the teacher's consent.
- C. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
- D. There shall be no secret files in the system.
- E. No material may be removed or destroyed without the written consent of the teacher.
- F. All teachers shall be advised by the administration of the nature, purpose, and location of all files that exist in the school system that may contain material pertinent to the teacher's employment.
- G. No material relating to a teacher's conduct, service, character, or personality shall be placed permanently in any file unless the teacher has had the opportunity to read the material.
- H. It is understood that materials on loan to the school from a college or university placement office are confidential and therefore are exempt from the provisions of this section.

- I. The teacher shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents.
- J. The teacher shall have the right to place explanatory notes or letters in his file pertinent to any written or printed material and these notes shall be attached to the file copy.
- K. The teacher shall be permitted to examine his files upon reasonable request.

## **ARTICLE 16**

### **TEACHER EVALUATION**

- A. Evaluations: Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
  - 1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
  - 2. An evaluation of the teacher's job performance with timely and constructive feedback.
  - 3. Clear approaches to measuring student growth with relevant data on student growth.
  - 4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
  - 5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. Student growth and assessment data shall be determined using NWEA and College Board Assessments at applicable grade levels. In addition, student Growth Percentiles using individual and building scores will be calculated by Munetrix to comply with section A4.
  - 6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination as follows using the Danielson Evaluation Tool: 10% will be based on a state assessment (M-Step and College Board) and 10% will be based on local assessments (NWEA or locally determined).
- B. Process: The negotiated performance evaluation system shall be the Danielson Model. This shall include a Post-Observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form.
  - 1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    - a. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.
    - b. Bargaining unit employees shall not evaluate other bargaining unit employees.
    - c. Observations conducted by other bargaining unit employees shall not include any type of specific written feedback

- d. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two (2) days before the classroom observation. Unless a deficiency is identified in performance within an existing IDP, teachers will not be required to submit lesson plans to administrators except to comply with the provisions of this Section.
  - e. The observation must include a review of pupil engagement in the lesson that is observed.
  - f. In order to ensure 1.d and 1.e above, the observation shall be up to 60 minutes. There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled.
- H.
- g. Evaluation dates, timelines, and procedures will be emailed to teachers annually.
  - h. There shall be notice of the planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.d and 1.e before the observation occurs. This clause does not prohibit the employer from conducting unplanned walkthroughs.
  - i. The evaluator shall meet with the employee before the planned evaluation observation for a pre-observation conference, which shall include discussion relating to explanation of the evaluation form, the employee's explanation of the activity to be observed, what specific things the evaluator will be looking for, and any concerns the employee may have. This conference will not be used for employee self-evaluation or evaluation of other employees.
  - j. Feedback on both 1.d and 1.e will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on the Post-Observation Feedback Form.
  - k. If the evaluation includes any rating below effective as a result of the observation, a written memo must be prepared and given to the employee within ten (10) school days of such observation. The evaluator shall inform the employee of performance area(s) that need to be improved together with suggestions for improvement. A Union representative may be present at the conference at the employee's request.
  - l. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated that are conducted at least sixty (60) days apart. One (1) evaluation shall occur in each semester of each school year.
  - m. A mid-year performance meeting shall be provided to any teacher for whom there is a concern or IDP which may be evaluative in nature.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the last day of school each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
3. Teachers who work less than sixty (60) days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Union, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. Beginning in the 2024-2025 school year, if a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every other year thereafter. Teachers that are not evaluated will still have a goal to work on yearly and will discuss their goal at the end of the first semester and the end of the second semester. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years. Should there be a valid and demonstrable reason, the employer can enact an IDP and/or evaluation for a teacher on a “skip” year.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1<sup>st</sup> year teachers) shall be provided the following:
  - a. Specifically identified areas that need improvement.
  - b. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher. Specific performance goals shall be stated in behavioral terms that are measurable and observable.
  - c. Training to be provided by the district to assist the teacher in meeting the goals of the IDP. The teacher is required to attend the IDP training, unless valid and demonstrable reason is provided by the union. Failure to do so shall constitute just cause for discipline.
  - d. Assistance which may include time during the school day, material, resources, and/or consultant services to assist in meeting the goals of the IDP.
  - e. A mid-year progress report, supported with at least one (1) classroom observation conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

- f. A Mentor teacher shall be informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
- 6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
- 7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

- 1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
  - a. The teacher may request a review meeting of the evaluation and the rating to the Superintendent. Such request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating and a meeting with the Superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
  - b. If the written response does not resolve the matter, the teacher or the Union may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the Superintendent.
    - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.
- 2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 21. While a teacher has the right to arbitration after receiving two (2) consecutive ratings of “needing support,” the Union will determine whether arbitration will be pursued and paid for by the Union. A decision by the Union not to pursue arbitration shall not restrict the right of the teacher, pursuant to statute, to pursue and pay for arbitration.

D. Probationary Employee Non-Renewal

No later than fifteen (15) calendar days before the end of the school year, a final written evaluation report will be given to the Superintendent for each probationary teacher. A copy of this evaluation report will be given to the probationary teacher and the Union. If the report contains any information not previously made known to, and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a decision is made to non-renew a probationary teacher, the Superintendent shall, if requested, provide a hearing to the teacher, and within 10 days of the hearing, advise the teacher of the decision in writing.

E. Training on evaluation system, tools, and reporting forms:

1. Within the first two weeks of the school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers, being evaluated in that school year, on the evaluation system, reporting forms, and other important components of the year-end evaluation process and how each reporting form is used during the process. This training shall be provided during the first two (2) weeks of the school year.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE; that minimally includes all of the following:
  - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms.
  - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
  - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
  - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
  - e. Ongoing support for evaluators, including feedback from administrators and Union designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

**ARTICLE 17**  
**PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement.
- B. A teacher shall at all times be entitled to have present a representative of the Union when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present.
- C. No teacher shall be disciplined, reprimanded, have a reduction in compensation (other than discharge/demotion) or be deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction, compensation or advantage, shall be subject to the grievance procedure hereinafter set forth. It is understood that this subsection does not apply to teachers in their probationary period.
- D. All information forming the basis for disciplinary action will be made available to the teacher and the Union upon written request of the teacher.

- E. No teacher shall be subjected to administrative reprimand while in the presence of students, or other teachers, or parents.
- F. Notwithstanding the above, it is understood the Tenure Act contains arbitrary and capricious language for discharge/demotion of a tenured teacher.

I.

## **ARTICLE 18**

### **LAYOFF AND RECALL**

- A. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, or there is a substantial decrease in the revenues or substantial increase in necessary expenditures of the school district.
- B. The order of reduction shall be:
  - Certification: Teachers not holding a regular Michigan provisional, continuing, or permanent certificate will be laid off first, provided there are qualified and certificated teachers to replace and perform all of the needed duties of the laid off teachers.
  - Evaluation rating: The numerical calculation used to determine the rating category of effective, developing, needing support.
  - Seniority: If reduction is still necessary, probationary teachers with the least number of continuous months of teaching in the Allen Park Public School System will then be laid off, provided there are qualified and certified teachers to replace and perform all the needed duties of the laid off teachers.
  - Seniority: If further reduction is still necessary, tenured teachers with the least number of months of continuous teaching experience in the Allen Park Public School System will then be laid off, provided there are qualified and certified teachers to replace and perform all the needed duties of the laid off teachers.
- C. Seniority is defined as the cumulative months of service with the Allen Park Public Schools, continuous or interrupted by leave or layoff. Seniority shall accumulate during active employment, paid leaves, military leave and the first year of layoff. Teachers who are recalled for part of a year, will accrue ten (10) months seniority for the following year if they are again laid off.
- D. Any teacher shall have the right to protest the accuracy of his seniority status within ten (10) workdays from the date of posting.
- E. As teaching positions become available, laid off teachers certified and qualified to assume these positions will receive written notice by mail from the Board. Recall shall then be in inverse order of the designated layoff procedure among those laid off teachers (indicating in writing, interest for the available positions) within ten (10) work days of receipt.
- F. Teachers on layoff shall receive credit for the number of years of seniority which was acquired by the individual prior to layoff, including the first year of layoff.



Seniority and Recall rights shall continue until:

- A teacher is recalled or;
  - A teacher declines recall to a one (1)-year full-time position that has been offered by June 30 for the following school year.
  - A teacher who declines a one (1)-year full-time position, per subsection b., will be reduced to zero (0) years of seniority and relinquish recall rights pursuant to the State Tenure Act.
  - Failure to respond within five (5) work days of receipt of notification will indicate the individual declines the recall.
- G. Laid off teachers, unless expressing no interest, will be given preference in the hiring of substitute teachers in the district, according to district seniority.
- H. Correspondence between the Board and the laid off teacher will be mailed to his last known mailing address, with copies to the Local Association. Correspondence from such teacher regarding position offerings, changes in certification, address changes, etc., will be mailed to the Board (or Superintendent) with copies to the Local Association.
- I. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract. However, the employee's insurance coverage shall remain intact for three months after layoff.
- J. Any teacher with greater seniority who would volunteer to accept layoff in order that a teacher with lesser seniority might continue employment with the Allen Park Public Schools shall request such in writing through the HR Director and the Association President by April 1st of each year. When the parties are in receipt of the request, the senior teacher shall be notified by the HR Director of layoff. Layoffs in this provision shall be for a full school year. Furthermore, should the volunteer choose not to exercise his rights for unemployment compensation, and so indicate to the HR Director in writing by September 30 of each year, the board will furnish the medical, dental, and life insurance benefits enjoyed by the regularly employed staff for the first full year of layoff. The Board's obligation to provide the insurance benefits called for in this sub-section shall cease if the teacher becomes employed elsewhere.
- By April 1<sup>st</sup> of each year, the teacher that volunteered for layoff shall indicate his willingness to continue active employment for the following year and shall be considered a member of the staff for the specific building that he would have served for purpose of Job selection for the following year. In the event the teacher with greater seniority does not continue employment, the position shall be declared vacant.
- K. Involuntary transfers shall be made to cause higher senior persons to be retained and least senior persons to be laid off, provided that if a vacancy occurs during a school year the employer may, but is not obligated to, make an involuntary transfer to recall a laid off teacher until the end of said year.

Involuntary transfers will not apply to the following subject areas:

- Foreign Languages
- Industrial Arts (Voc. Ed.)
- Music
- Computer Science

- L. In the event that more than one (1) certified or professional employee represented by the Union is hired by the Board of Education at the same meeting, a tie breaking process shall be used to determine the order of layoff. The process shall be conducted in the following manner:
1. The meeting shall be conducted during September and be called by the Superintendent or his/her designee. It shall be conducted as such a time and place so as to be convenient for all parties. The Union shall be notified at least seven (7) days prior to the meeting and shall be represented there by the President or his designee.
  2. Numbered and folded pieces of paper, equal to the number of people hired by the Board in any month, shall be placed in a container. In even numbered years (ending 0, 2, 4, 6, 8) the first choice shall be in alphabetical order (A-Z). In odd numbered years (ending 1, 3, 5, 7, 9) the first choice shall be in reverse alphabetical order (Z-A).
  3. In the event that an employee involved cannot be present, he may send a designee. If not, his selection will be made by the Union President, or his/her designee.
  4. Results of the meeting shall be distributed to all parties involved within two weeks of said meeting.

## **ARTICLE 19**

### **J. PROFESSIONAL IMPROVEMENT**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community educational projects.
- B. The Board agrees to provide upon application the budgeted funds for teachers who desire to attend selected professional conferences. Travel, Meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.
- C. The ICC will develop an annual professional development plan by June of the upcoming school year.

- D. After each in-service the participants will complete an evaluation form to determine the effectiveness of the in-service. An ICC representative will be responsible for conducting the evaluation.
- E. At the last half-day in-service of each school year, the staff will be surveyed to determine the needs and interests for future professional development. This survey will be administered by ICC representatives.
- F. Teachers who miss any scheduled professional development sessions will make up all time missed on an hour-for-hour basis through self-directed professional development activities. Any self-directed professional development opportunities shall be pre-approved by the Instructional Curriculum Council (ICC) as 1) being consistent with the District's academic program, 2) relating to the teacher's current assignment and/or areas of certification/endorsement, and 3) being provided by an appropriate professional educational organization or the Michigan public school system (i.e. an intermediate school district or public university). If, due to the timing of the self-directed professional development opportunity, ICC is not available, then pre-approval is required from the building principal. Teachers missing more than one (1) session in each of three (3) consecutive years shall be required to provide documentation (per Article IX, Section H.a. and H.b.) for in-service absences during the next three (3) years.

In an effort to document each teacher's satisfaction of at least the annual minimum legal requirements for professional development, each teacher shall annually complete the on-line form provided by Wayne RESA for the purpose of recording teacher professional development. Completed forms shall be submitted to the Personnel Office by each teacher on or before May 30<sup>th</sup> each school year. For this purpose, the District shall provide both probationary and tenured teachers, respectively, with access to the appropriate forms.

- G. The ICC will also serve as the District School Improvement Team.

## **ARTICLE 20**

### **MAINTENANCE OF STANDARDS**

- A. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Union.

## **ARTICLE 21**

### **CONTINUITY OF OPERATIONS**

- A. For the duration of this Agreement, the Union Agrees there shall be no strike of employees against the employer. It is further provided that if a Union authorized strike is called because the members of a sister local association have been discharged and/or replaced, the Union guarantee of a no strike shall not be effective, the school district shall not be required to pay such striking members, and the school district does not waive its rights or obligations granted by State Statute.

- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. When the Board closes school in the event of severe inclement weather or when otherwise prevented by Act of God, teachers shall not be required to report for duty. The Board shall communicate same prior to 6:30 a.m.

In the event that student days or hours fall below minimum state requirements, currently one hundred and eighty (180) days and one thousand, ninety-eight (1098) hours, the parties agree to meet for the purpose of mutually agreeing to an adjusted school calendar which provides for the minimum days and hours of instruction. The meeting of the parties will take place no later than May 1. If it becomes necessary to extend the teachers' school year beyond the planned closing date, school facilities and appropriate administrative personnel will be available on the weekend for any teacher wishing to expedite the end of the year responsibilities.

## **ARTICLE 22**

### **SCHOOL CALENDAR**

- A. For the term of this Agreement, the school calendar shall be as set forth in Appendix
- K. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Union. Beginning in 2024-2025 the schedule will be as follows:
  - 1. Three (3) days of professional development before students first day of school for the duration of the agreement (181 teacher work days). The first three days will be as follows:
    - a. 6 hours PD time
    - b. 4 hours PD time + 2 hour teacher work time (Meet the Teacher Night)
    - c. 3 hours (Staff may leave at 11 am on the 3rd day)
  - 2. The aforementioned hours do not need to be consecutive PD time. Administration has the right to create a schedule for each day.
  - 3. During the school year, there will be 4 full day PD days and 2 half days (October and May). In addition, there will be 3 hours of self-paced PD. No more than 1 hour of self-paced PD may be used for certification.
- B. Building calendars shall be jointly determined by personnel in the area of concern, the
- L. Local Association and the Administration.

**ARTICLE 23**  
**PROFESSIONAL COMPENSATION**

- M. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods unless the district experiences a change in funding.
1. If there is a decrease in funding, prior to cutting programs or initiating teacher lay-offs, the parties shall re-open negotiations. However, the board reserves the right to cut programs or reduce staff consistent with the law.
  2. Either party may initiate wage discussions.
- N. All newly hired teachers may be given credit on the salary schedule set forth in Appendix B for ten (10) years of teaching experience in any school district.
- O. All graduate credit hours beyond the Bachelor's Degree and the graduate credit hours beyond the Master's Degree approved by the A.C.A. Committee shall be paid at forty-five dollars (\$45) per hour up to thirty-five (35) graduate hours beyond the Master's Degree. Employees possessing an Extended Master's Degree (SW, OT, Speech Path, Psych) shall receive compensation according to Article XX (Section B) beyond 40 credit hours, up to 75 credit hours (payout not to exceed 35 credit hours).
- Graduate hours earned must be submitted to the Superintendent's office by November 15 to entitle the applicant to additional compensation for that school year.
- Documentation for graduate hours submitted after November 15, but prior to January 15, for credits completed prior to that current school year, shall entitle the applicant to additional compensation on a prorated basis for the second semester of that current school year. Securing necessary transcripts and documentation in a timely fashion shall be the sole responsibility of the applicant.
- An Advanced Credit Acceptance Committee consisting of three (3) administrators, one (1) from each academic level, and three (3) teachers, also one (1) from each academic level, shall be formed to validate credit hours beyond the M.A. degree. The criteria for validation shall be set up by the committee.
- Undergraduate credit successfully completed after earning an M.A. shall be compensated at the same rate as graduate credit provided it updates teacher required skills or meets the requirements cited in Articles VIII or XIX.
- P. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignments as defined in this Agreement.
- Q. The instructional substitute rate shall be at an hourly rate of \$50.
- R. Teachers involved in voluntary extra-duty assignments as set forth in Appendix B-1, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. Base rate is the listed percentage of \$50,000 for calculation of extra duty salaries for the duration of this agreement.

- S. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance to be paid at the current IRS rate per mile, and receive credit for a minimum of three (3) miles per day. An allowance of the current authorized IRS rate per mile shall be given for use of personal cars for field trips or all authorized school business. The Board shall provide liability insurance protection for teachers when their personal automobiles are used to transport children as provided in this section.
- T. All additional compensation shall be coded on an attached information card in the same manner as deductions (i.e., chaperone, substitute, rider, etc.).

Payment of extra-contractual salaries:

1. Extra-contractual services for activities which extend throughout the length of the school year may be either prorated or paid in a lump sum at the end of the school year by separate check as desired by the teacher.
  2. Extra-contractual services for activities which are seasonal or otherwise which are completed within any portion or segment of the school year shall be paid for at the completion of the activity in a lump sum by separate check.
  3. All other payable extra services rendered by teachers shall be itemized as to the specific service rendered and paid every ten (10) weeks.
- U. All joint teacher-administrator committees shall meet on school time, or be voluntary, or be compensated for at the substitute teacher rate.
  - V. Elementary (K-5) split-level class assignments shall be re-numerated at the rate of five hundred dollars (\$500) per year. If changed to K-6, this section continues to apply.
  - W. No teacher shall be used for lunchroom control duty or required to handle attendance other than his own classroom or homeroom period. All such extra-contractual duties or assignments shall be voluntary, and shall be paid for at the instructional substitute rate.
  - X. Student Teachers: The Board will approve the assignment of certain teachers as cooperating teachers to supervise and guide students during periods of practice teaching. All assignments shall be voluntary and shall be initiated by the teacher.

No teacher shall be assigned as cooperating teacher more than once per year.

The college stipend will be paid to the cooperating teacher (if offered by the college).

## **ARTICLE 24**

### **INSURANCE PROTECTION**

- A. The Board shall provide group life insurance protection for the benefit of all employees in the amount of fifty thousand dollars (\$50,000). In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above group coverage at group rates by payroll deduction from retiree's state teacher's retirement check.

The Board shall offer all members of the APEA health insurance benefits, based on PA 152 to be renewed annually. Parties will release plan information to members prior to open enrollment dates each year. Plans and rates will comply with applicable laws.

- B. For those employees electing not to enroll in the group health insurance plan offered by the Board of Education, the Board agrees to pay directly to the employee the appropriate amount specified within the chart below for each month the employee elects not to be enrolled in the plan:

<u>Number of Employees Participating in In-Lieu Of</u>	<u>Monthly In-Lieu Of Payment</u>	<u>Annual Payment Per Employee</u>
1-7	\$200	\$2,400
8	\$300	\$3,600
9	\$350	\$4,200
10	\$400	\$4,800
11	\$450	\$5,400
12+	\$500	\$6,000

Re-enrollment in the group health insurance plan shall be subject to the requirements of the health insurance carrier. The employee may choose to receive the payment in taxable cash or apply it to a tax-sheltered annuity (T.S.A.) plan.

- C. Long-term disability insurance shall be provided by the Board, and become effective after three hundred and sixty-five (365) days of disability and will continue until age sixty-five (65) (in conformance with age discrimination laws). This coverage shall be for sixty-six and two thirds percent ( $66 \frac{2}{3}\%$ ) of monthly salary to a maximum of three thousand, five hundred dollars (\$3,500) per month. This coverage shall remain in effect during the duration of this agreement.

Refer to Article X, Section C, for details concerning Short Term Leave Bank.

- D. The Board shall provide Full Family dental coverage as detailed in Appendix E.
- E. The Board shall provide Full Family vision coverage as detailed in Appendix E.
- F. The Board shall make payment of insurance premiums for each member of the bargaining unit to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup> when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- G. A tax-sheltered annuity program shall be maintained and administered by the Board.
- H. A Section 125 flexible spending plan shall be maintained and administered by the Board.
- I. Teachers employed for a continuous part-time position shall have their benefits prorated to their hours of service.
- J. Upon application for worker's compensation for an on-the-job injury, the Board agrees to pay the difference, if one exists, between the worker's compensation amount and the net weekly salary amounts. Any time required for recovery shall not be charged against the employee's sick leave. The Board's liability shall be terminated after twenty-four (24) months of benefits.

- K. In the event that a teacher, absent because of illness or injury, has exhausted leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year.
- Y.
- L. Any changes in insurance plan offerings will be made through mutual agreement of the parties.

## **ARTICLE 25**

### **EXTRA DUTIES**

- A. Assignments for the adult education, driver education, summer school, and extra duties enumerated in Appendix B-1 will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Regularly employed teachers shall be compensated as enumerated in Appendix B-1, where applicable, or at not less than the instructional substitute rate. However, the Board reserves the right to establish pay rates for persons hired who are not regular employees of the Allen Park Public Schools. These rates may not exceed the compensation provided herein.

## **ARTICLE 26**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may temporarily suspend a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the administrator immediately a full report in writing of the incident.
- D. Any case of assault upon a teacher will result in prompt suspension of the student and shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.



- G. Although teachers shall not be held responsible for restitution for loss or damage of school or student property while officially on duty, repeated occurrence shall be cause for investigative concern.
- H. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported to the teacher. If any question of breach of professional ethics is involved, the Union shall be notified.

## **ARTICLE 27**

### **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Administrator either personally or accompanied by a representative of the Union.
- C. If, as a result of the informal discussion with the building administrator, a grievance still exists, he may invoke the formal grievance procedure through the Union. The grievance shall be submitted within ten (10) working days from the time that the teacher or Union is aware or should have been aware of the incident over which the teacher or the Union is aggrieved, in writing, to the Administrator. The written grievance shall be signed by the aggrieved teacher, if any.

Awareness shall not be construed to mean knowledge of the grievability of the incident, and shall be limited to knowledge that the incident has actually occurred.

Forms shall be available from the local Association Representative in each building.

Two copies of the grievance shall be delivered to the building administrator. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

- D. Within five (5) working days of receipt of the grievance, the administrator shall meet with the Union in an effort to resolve the grievance. The administrator shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- E. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten (10) working days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) working days, the Superintendent or his designee shall meet with the Union on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.

- F. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of intent to arbitrate shall be given to the Board within sixty (60) working days. Arbitration shall be conducted under the jurisdiction and rules of the American Arbitration Association. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any probationary teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

## **ARTICLE 28**

### **NEGOTIATION PROCEDURES**

- A. The Superintendent and/or acting superintendent and the Union shall meet at the convenience of both parties upon the request of either party on matters relating to implementation and negotiation of this Agreement. Any meeting so called shall take place within five (5) school days.
- B. Release time shall be provided the Union's negotiation committee to permit the parties to alternately meet both during and after regular school hours. For instance, for each hour of release time the teachers shall negotiate an hour of time outside the defined school day for the purpose of reaching a successor Agreement as rapidly as possible.
- C. There shall be six (6) signed copies of this final Agreement for the purpose of record. Four (4) copies shall be available for the Union.
- D. A finished copy of the final contract shall be printed by the Board and distributed to all members of the bargaining unit within thirty (30) days after Board ratification at the expense of the Board. The Association President shall receive one hundred (100) additional copies.

**ARTICLE 29**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement, and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
2. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold by the district.
3. The provisions of this Agreement shall be incorporated into and be considered part of the established teacher policies of the Board for those subject areas considered permissive or mandatory subjects of bargaining.
4. If any provision of the Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall 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.

**ARTICLE 30**  
**SEVERANCE**

- A. Employees will receive at the termination of service and after twenty (20) years in the system twenty-five percent (25%) of their base rate of pay if their sick leave is a minimum of one hundred forty-four (144) days.

Employees whose accumulation falls between:

130-143	days will receive 90% of 25% of their base rate
116-129	days will receive 80% of 25% of their base rate
102-115	days will receive 70% of 25% of their base rate
88-101	days will receive 60% of 25% of their base rate
74-87	days will receive 50% of 25% of their base rate
60-73	days will receive 40% of 25% of their base rate
46-59	days will receive 30% of 25% of their base rate
32-45	days will receive 20% of 25% of their base rate
18-31	days will receive 10% of 25% of their base rate
4-17	days will receive 0% of 25% of their base rate

For the purpose of severance, the maximum number of days applicable for accumulation will be one hundred forty-four (144).

- B. Upon the death of a teacher, regardless of years of service, the beneficiary or estate shall be paid one-half (1/2) the deceased's sick days at the deceased's current daily base rate.
- C. Employees who officially qualify for retirement under the Michigan Public Schools Employee Retirement System (MPERS) criteria and who notify the Board by March 1<sup>st</sup> of the school year in which they retire, shall receive an incentive payment of one thousand, five hundred dollars (\$1,500) upon retirement. Retirement shall be defined as final notification from the MPERS fund.

### **ARTICLE 31**

#### **INSTRUCTIONAL AND CURRICULUM COUNCIL**

- A. The Employer and the Local Association shall establish a council known as the Instructional and Curriculum Council. The purpose of this Council shall be to review and recommend policies affecting the nature and design of the instructional program of the district.

The Instructional and Curriculum Council will be referred to as either "Curriculum Council" or "Council" in this document.

- 1. The Council shall be composed of:

- a. Administration

- 1. High School Principal (1)
    - 2. Middle School Principal (1)
    - 3. Elementary Principal (1)
    - 4. Superintendent or designee (1)

- b. Teachers (Selected by A.P.E.A.)

- 5. One each elementary building (3)
    - 6. Two middle school (2)
    - 7. Two high school (2)
    - 8. One alternative high school (1)
    - 9. One special education department (1)
    - 10. A.P.E.A. President, or designee (1)

Total = 14

- 2. The chairmanship shall alternate between the Superintendent or designee and the A.P.E.A. President, or designee. The term shall run from the beginning of the second semester until the end of the first semester of the succeeding school year.
- 3. The Council, functioning as an advisory and consultative body, shall review, study, and encourage research of programs and make recommendations in writing to the Superintendent for transmittal to the Board of Education. If the Superintendent chooses to not recommend a given proposal, he shall inform the Council of his rationale prior to its submission to the Board.

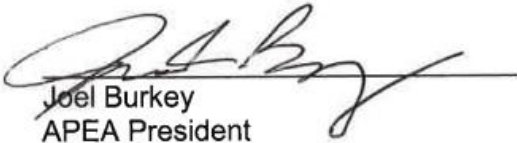
4. The Council shall determine long- and short-range goals as soon as possible.
5. The duties of the Council members are as follows:
  - a. They shall attend all meetings, which will be held during school hours and shall alternate between AM and PM sessions, provided subs are available. The Council may appoint subcommittees to carry out its responsibilities.
  - b. They shall discuss, investigate, evaluate, and make suggestions pertinent to improving curriculum, teaching materials, the educational environment, teaching methods, and general operating procedures.
  - c. They shall review and evaluate any recommendations which the administration might make regarding changes in curriculum, materials, methods, or procedures affecting the learning process.
  - d. They shall consider all proposals from any source pertaining to the improvement of the educational programs carried on or proposed to be carried on in the public schools.
  - e. They shall review, consider, and recommend the adoption, continuation, or discontinuation of textbooks.
6. They shall issue an annual report to the Superintendent for transmittal to the Board and shall include a prospectus of the work for future committees. This report will be made no later than June 1 of each year.

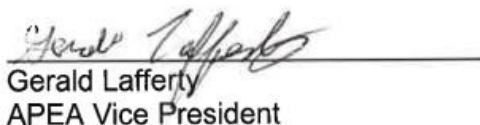
## **ARTICLE 32**

### **DURATION OF AGREEMENT**

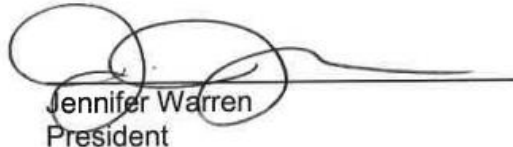
This Agreement shall be effective as of September 1, 2024 and shall continue in effect until the 31<sup>st</sup> day of August 2027. The Board will contact the Union to establish the date and time of the first negotiation session. Thereafter, in good faith, the parties will agree to meet at mutually agreed upon times and dates to continue negotiations until a successor Agreement is reached, as per the provisions of Article XXV, Section A. If, pursuant to negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, it may be extended by mutual written agreement of the parties.

ALLEN PARK EA, MEA/NEA:

  
Joel Burkey  
APEA President

  
Gerald Lafferty  
APEA Vice President

BOARD OF EDUCATION:

  
Jennifer Warren  
President

  
Laura M. Luecke  
Board Secretary

## **APPENDIX A**

### **SCHOOL CALENDAR**

For the duration of this agreement, the School Calendars shall contain without deviation the following:

- 181 Teacher Days (unless professional development days are not included in clock hours)
- Z.
- A full two (2) weeks recess for the Christmas-New Year's Holiday which shall encompass three (3) weekends, consistent with Wayne RESA common calendar
- AA.
- Spring recess shall follow the Wayne RESA common calendar
- BB.
- The traditional holidays, including the Wednesday before and the Friday following Thanksgiving.
- CC.
- The mid-winter break.
- DD.
- Professional development days shall be full days, aside from 2 half days for curriculum and assessment professional development and the listed days before students' first day of school. Should professional development days not be included in clock hours the district may return to a combination of half and full day PD days (10- ½ days and 1 full day at prior to students reporting).

Calendars and schedules of Teacher and Student Days shall be developed in conformance with the above and shall be included as Appendix A of the Master Agreement.

There shall be no school or professional development on Martin Luther King, Jr. Day. If there is legislation about including PD in contact hours and/or days (or other major legislative issues that prompt a calendar change), the parties will reconvene.



## Allen Park Public Schools 2024-25 Milestone Dates Calendar

Allen Park Public Schools... *an uncompromising commitment to excellence*

August 27.....	Professional Development Day for Faculty (#1)
August 28.....	Professional Development Day for Faculty (#2)
August 28 .....	Elementary Meet the Teacher Night – 6:30 p.m. (ECP & GSRP – 6:00)
August 29 .....	Faculty PD/Teacher Work Day
September 3 .....	<b>1<sup>st</sup> Day of School – Full Day</b>
September 9.....	<b>1<sup>st</sup> Day of School for GSRP &amp; Tuition Preschool</b>
September 11 .....	High School – Back to School Night – 6:30 p.m.
September 12.....	Middle School – Meet the Teacher Night – 6:30 p.m.
October 31 .....	<b>½ Day for K-12/Professional Development for Faculty in PM</b>
November 1 .....	End of 1 <sup>st</sup> Quarter for Secondary
November 5.....	Election Day/Professional Development Day for Faculty (#3) – <b>NO SCHOOL</b>
November 6.....	Elementary Parent Teacher Conferences – 5:00 - 7:30 p.m.
November 7 .....	<b>½ Day for K-5</b>
November 7.....	Elementary Parent Teacher Conferences/12:45 - 3:15 p.m. & 5:00 - 7:30 p.m.
November 12 & 13 .....	APHS Parent Teacher Conferences/5:00 – 8:00 p.m.
November 13 & 14 .....	MS Parent Teacher Conferences/5:00 – 8:00 p.m.
November 27, 28 & 29 .....	Thanksgiving Break – <b>NO SCHOOL</b>
December 6 .....	End of 1 <sup>st</sup> Trimester for Elementary
December 23-January 5.....	Winter Break – <b>NO SCHOOL</b>
January 6.....	Classes Resume
January 17 .....	Professional Development Day for Faculty (#4) – <b>NO SCHOOL</b>
January 20 .....	M.L. King, Jr. Day - <b>NO SCHOOL</b>
January 22.....	<b>½ Day for 9-12 (Final Exams)</b>
January 23.....	<b>½ Day for 9-12 (Final Exams)</b>
January 24.....	<b>½ Day for 9-12 (Final Exams)</b>
January 24.....	End of 1 <sup>st</sup> Semester for Secondary
February 7 .....	Professional Development Day for Faculty (#5) – <b>NO SCHOOL</b>
February 17 & 18 .....	Mid-Winter Break – <b>NO SCHOOL</b>
March 5 .....	MS Parent Teacher Conferences/4:00 – 8:00 p.m.
March 6 .....	APHS Parent Teacher Conferences/4:00 – 8:00 p.m.
March 7 .....	End of 2 <sup>nd</sup> Trimester for Elementary
March 13.....	Elementary Parent Teacher Conferences 5:30-7:30 p.m.
March 14.....	Professional Development Day for Faculty (#6) – <b>NO SCHOOL</b>
March 24-March 30 .....	Spring Break – <b>NO SCHOOL</b>
March 31.....	Classes Resume
April 8, 9 & 10 .....	TENTATIVE Special Spring Testing Schedule for APHS & APMS
April 11.....	End of 3 <sup>rd</sup> Quarter for Secondary
April 21.....	Easter Monday – <b>NO SCHOOL</b>
May 2.....	<b>½ Day for K-12/Professional Development for Faculty in PM</b>
May 23.....	<b>NO SCHOOL</b>
May 26.....	Memorial Day – <b>NO SCHOOL</b>
May 30.....	Last Day for Seniors
June 9.....	<b>½ Day for K-11 (APHS Final Exams)</b>
June 10.....	<b>½ Day for K-11 (APHS Final Exams)</b>
June 11.....	<b>½ Day for K-11/Last Day for Students (APHS Final Exams)</b>

\*\*\*June 9, 10 & 11 – Special Education Scheduling Meetings in PM\*\*\*

\*\*Additional dates for the AP Center for Early Childhood Education and its programs will be released on a separate calendar.

Updated: May 31, 2024

**APPENDIX B**  
**SALARY SCHEDULE – EFFECTIVE SEPTEMBER 1, 2024**

	5%		5%	2%	2%	
	<b>BA 2025-2027</b>	<b>MA</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	
	\$46,505	<b>1</b>	\$52,778	\$53,834	\$54,910	
	\$49,176	<b>2</b>	\$54,500	\$55,590	\$56,702	
	\$51,847	<b>3</b>	\$58,515	\$59,686	\$60,879	
	\$54,518	<b>4</b>	\$62,532	\$63,782	\$65,058	
	\$57,189	<b>5</b>	\$66,547	\$67,878	\$69,235	
	\$59,862	<b>6</b>	\$70,563	\$71,974	\$73,414	
	\$62,533	<b>7</b>	\$74,578	\$76,070	\$77,591	
	\$65,204	<b>8</b>	\$78,595	\$80,166	\$81,770	
	\$67,875	<b>9</b>	\$82,610	\$84,262	\$85,947	
EE.	\$70,546	<b>10</b>	\$86,626	\$88,359	\$90,126	
FF.	\$73,218	<b>11</b>	\$90,641	\$92,454	\$94,303	
	\$75,889	<b>12</b>	\$94,658	\$96,551	\$98,482	GG.
	\$78,560	<b>13</b>	\$99,820	\$101,817	\$103,853	HH.
II.	\$81,221	<b>M</b>	\$103,950	\$107,089	\$109,231	
JJ.						
KK.						
LL.						

- There is an understanding that if audited fund balance is below 6% parties return to the table to discuss solutions.
- Teachers possessing an educational specialist degree shall receive 2% of their base salary above their appropriate step on the M.A. schedule. Teachers possessing an earned Doctor's degree shall receive 4% of their base salary above their appropriate step on the M.A. schedule.



## **APPENDIX B – 1**

### **EXTRA CONTRACTUAL PAY**

All extra contractual assignments shall be voluntary. The acceptance of/or rejection of extra contractual assignments shall not be made a condition of employment.

A sub-committee of the bargaining teams shall be established to review and make recommendations for Schedule B.

Meetings of the group may be called by either party.

All extra duty which the teacher is required to perform outside of the school day which is not specifically covered elsewhere, shall be compensated by equal released time or at an hourly rate of \$30 per hour.

Extra contractual activities referred to in Article XXII, Paragraph H, Sections 1 & 2 shall be paid according to the following schedule: Fall sports paid the first pay in December; Winter sports paid the first pay of April; Spring sports paid the first pay of June.

This schedule shall be in effect for the 2024-2027 school years. The table is based on a salary of \$50,000 for the duration of the agreement. Assistant coach stipends to be paid evenly to board approved assistants and cannot be given to the head coach.

In the event the elementary band director position is filled, the elementary miscellaneous accounts will each be \$5000.

### **Extended Season Provision**

Coaches who qualify for MHSAA Competition beyond their guaranteed bid round (i.e. districts or regionals) will receive a 1% bonus for 1-9 students competing and a 2% bonus for 10 or more students competing.

				\$50,000.00					
	<u>Level</u>	<u>Building</u>	<u>Step 1</u>		<u>Step 2</u>		<u>Step 3</u>		
Baseball Coach	V	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00	
Baseball Assistant Coach	V	HS	5%	\$2,500.00					
Baseball Coach	JV	HS	6%	\$3,000.00	6.50%	\$3,250.00	7%	\$3,500.00	
Baseball Coach	F	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00	
Baseball Coach	8th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00	
Baseball Coach	7th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00	
Basketball Boys Coach	V	HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00	
Basketball Boys Assistant Coach	V	HS	5%	\$2,500.00					
Basketball Girls Coach	V	HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00	
Basketball Girls Assistant Coach	V	HS	5%	\$2,500.00					
Basketball Boys Coach	JV	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00	
Basketball Girls Coach	JV	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00	
Basketball Boys Coach	F	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00	
Basketball Girls Coach	F	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00	

Basketball Boys Coach	8th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Basketball Girls Coach	8th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Basketball Boys Coach	7th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Basketball Girls Coach	7th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Cheer Sideline Coach Fall	V	HS	2%	\$1,000.00	2.50%	\$1,250.00	3%	\$1,500.00
Cheer Sideline Coach	JV	HS	2%	\$1,000.00	2.50%	\$1,250.00	3%	\$1,500.00
Cheer Sideline Coach	F	HS	2%	\$1,000.00	2.50%	\$1,250.00	3%	\$1,500.00
Competitive Cheer Coach	JV	HS	7%	\$3,500.00	8.00%	\$4,000.00	9%	\$4,500.00
Sideline Cheer Fall		MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Competitive Cheer Coach Winter		MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Competitive Cheer Coach	V	HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00
Competitive Cheer Assistant Coach	V	HS	5%	\$2,500.00				
Cross Country Boys Coach		HS	5%	\$2,500.00	6.00%	\$3,000.00	7%	\$3,500.00
Cross Country Girls Coach		HS	5%	\$2,500.00	6.00%	\$3,000.00	7%	\$3,500.00
Cross Country Coach		MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Football Coach	V	HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00
Football Asst Coach	V	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Football Asst Coach	V	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Football Coach	JV	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Football Asst Coach	JV	HS	6%	\$3,000.00	6.50%	\$3,250.00	7%	\$3,500.00
Football Coach	F	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Football Asst Coach	F	HS	4%	\$2,000.00	4.50%	\$2,250.00	5%	\$2,500.00
Football Coach	7th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Football Coach	8th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Golf Coach	V	HS	5%	\$2,500.00	6.00%	\$3,000.00	7%	\$3,500.00
Golf Assistant Boys Coach	V	HS	5%	\$2,500.00				
Golf Assistant Girls Coach	V	HS	5%	\$2,500.00				
Hockey Coach	V	HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00
Hockey Asst Coach	V	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Lacrosse	V	HS	8%	\$4,000.00	8.5%	\$4,250.00	9%	\$4,500.00
Pom Pon Coach		HS	2%	\$1,000.00	2.50%	\$1,250.00	3%	\$1,500.00
Soccer Boys Coach	V	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Soccer Boys Assistant Coach	V	HS	5%	\$2,500.00				
Soccer Girls Coach	V	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Soccer Girls Assistant Coach	V	HS	5%	\$2,500.00				
Soccer Boys Coach	JV	HS	6%	\$3,000.00	6.50%	\$3,250.00	7%	\$3,500.00
Soccer Girls Coach	JV	HS	6%	\$3,000.00	6.50%	\$3,250.00	7%	\$3,500.00
Soccer Coach		MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Softball Coach	V	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Softball Asst Coach	V	HS	5%	\$2,500.00				
Softball Coach	JV	HS	6%	\$3,000.00	6.50%	\$3,250.00	7%	\$3,500.00

Softball Coach	8th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Softball Coach	7th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Swimming Boys Coach		HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Swimming Girls Coach		HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Swimming Asst Coach-Boys		HS	6%	\$3,000.00	6.50%	\$3,250.00	7%	\$3,500.00
Swimming Asst Coach-Girls		HS	6%	\$3,000.00	6.50%	\$3,250.00	7%	\$3,500.00
Swimming Coach		MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Swimming Asst Coach		MS	2%	\$1,000.00	2.50%	\$1,250.00	3%	\$1,500.00
Tennis Boys Coach	V	HS	7%	\$3,500.00	7.50%	\$3,750.00	8%	\$4,000.00
Tennis Girls Coach	V	HS	7%	\$3,500.00	7.50%	\$3,750.00	8%	\$4,000.00
Tennis Boys Coach	JV	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Tennis Girls Coach	JV	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Tennis Girls Coach	JV	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Track Boys Coach	V	HS	7%	\$3,500.00	7.50%	\$3,750.00	8%	\$4,000.00
Track Girls Coach	V	HS	7%	\$3,500.00	7.50%	\$3,750.00	8%	\$4,000.00
Track Boys Asst Coach	V	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Track Girls Asst Coach	V	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Track Coach		MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Track Asst Coach		MS	2%	\$1,000.00	2.50%	\$1,250.00	3%	\$1,500.00
Unified Sports Head Coach (per season)							Flat Rate	\$1,350.00
Unified Sports Assistant Coach (per season)							Flat Rate	\$900.00
Volleyball Coach	V	HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00
Volleyball Assistant Coach	V	HS	5%	\$2,500.00				
Volleyball Coach	JV	HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Volleyball Coach	F	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$3,000.00
Volleyball Coach	8th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Volleyball Coach	7th	MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Weightlifting Coach Winter		HS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Wrestling Coach		HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00
Wrestling Asst Coach		HS	8%	\$4,000.00	8.50%	\$4,250.00	9%	\$4,500.00
Wrestling Coach		MS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Art Club		HS	3%	\$1,500.00	3.25%	\$1,625.00	3.50%	\$1,750.00
Band Director (Jazz, Symphonic, Marching)		HS	11%	\$5,500.00	12.00%	\$6,000.00	13%	\$6,500.00
Band Director (Jazz, Symphonic, Pep)		MS	8%	\$4,000.00	9.00%	\$4,500.00	10%	\$5,000.00
Class Sponsor	12th	HS	3%	\$1,500.00	3.25%	\$1,625.00	3.50%	\$1,750.00
Class Sponsor	11th	HS	1.50%	\$750.00	1.75%	\$875.00	2%	\$1,000.00
Class Sponsor	10th	HS	1%	\$500.00	1.25%	\$625.00	1.50%	\$750.00
Class Sponsor	9th	HS	1%	\$500.00	1.25%	\$625.00	1.50%	\$750.00
Department Chair		HS					5%	\$2,500.00
Department Chair		HS					5%	\$2,500.00

Department Chair	HS					5%	\$2,500.00
Department Chair	HS					5%	\$2,500.00
Department Chair	HS					5%	\$2,500.00
Department Chair	HS					5%	\$2,500.00
Department Chair	MS					5%	\$2,500.00
Department Chair	MS					5%	\$2,500.00
Department Chair	MS					5%	\$2,500.00
Department Chair	MS					5%	\$2,500.00
Department Chair	MS					5%	\$2,500.00
Dramatics	HS	7%	\$3,500.00	8.00%	\$4,000.00	9%	\$4,500.00
Jag Journal-School Newspaper	HS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$2,000.00
Literary Magazine	HS	1%	\$500.00	1.25%	\$625.00	1.50%	\$750.00
Miscellaneous	HS	3.25%	\$1,625.00	3.25%	\$1,625.00	3.25%	\$1,625.00
Miscellaneous	MS	3.25%	\$1,625.00	3.25%	\$1,625.00	3.25%	\$1,625.00
5th Grade Camp Counselor	ELEM (AE)					Flat Rate	\$1,120.00
MTSS Coordinator	ELEM (AE)					Flat Rate	\$1,120.00
Club 1	ELEM (AE)					Flat Rate	\$1,120.00
Club 2	ELEM (AE)					Flat Rate	\$1,120.00
Club 3	ELEM (AE)					Flat Rate	\$1,120.00
Miscellaneous	ELEM (AE)						\$5,600.00
5th Grade Camp Counselor	ELEM (BE)					Flat Rate	\$1,120.00
MTSS Coordinator	ELEM (BE)					Flat Rate	\$1,120.00
Club 1	ELEM (BE)					Flat Rate	\$1,120.00
Club 2	ELEM (BE)					Flat Rate	\$1,120.00
Club 3	ELEM (BE)					Flat Rate	\$1,120.00
Miscellaneous	ELEM (BE)						\$5,600.00
5th Grade Camp Counselor	ELEM (LE)					Flat Rate	\$1,120.00
MTSS Coordinator	ELEM (LE)					Flat Rate	\$1,120.00
Club 1	ELEM (LE)					Flat Rate	\$1,120.00
Club 2	ELEM (LE)					Flat Rate	\$1,120.00
Club 3	ELEM (LE)					Flat Rate	\$1,120.00
Miscellaneous	ELEM (LE)						\$5,600.00
National Honor Society	HS	4%	\$2,000.00	4.50%	\$2,250.00	5%	\$2,500.00
National Honor Society	MS	2%	\$1,000.00	2.50%	\$1,250.00	3%	\$1,500.00
Link Crew Sponsor (12 COMP DAYS)							
Peer to Peer Program	HS					Flat Rate	\$2,025.00
School Improvement	HS					Flat Rate	\$450.00
School Improvement	HS					Flat Rate	\$450.00
School Improvement	MS					Flat Rate	\$450.00
School Improvement	MS					Flat Rate	\$450.00
School Improvement	Arno					Flat Rate	\$450.00

School Improvement		Arno					Flat Rate	\$450.00
School Improvement		Bennie					Flat Rate	\$450.00
School Improvement		Bennie					Flat Rate	\$450.00
School Improvement		Lind					Flat Rate	\$450.00
School Improvement		Lind					Flat Rate	\$450.00
Safety Advisors		ELEM	1%	\$500.00	1.25%	\$625.00	1.50%	\$675.00
Safety Advisors		ELEM	1%	\$500.00	1.25%	\$625.00	1.50%	\$675.00
Safety Advisors		ELEM	1%	\$500.00	1.25%	\$625.00	1.50%	\$675.00
Ski Club		MS	1%	\$500.00	1.25%	\$625.00	1.50%	\$675.00
Student Council		HS	3%	\$1,500.00	3.25%	\$1,625.00	3.50%	\$1,575.00
Student Council		MS					2.50%	\$1,125.00
Testing Coordinator - Lead		HS					Flat Rate	\$1,000.00
Testing Coordinator - Assistant		HS					Flat Rate	\$500.00
Vocal Music		HS	3%	\$1,500.00	3.25%	\$1,625.00	3.50%	\$1,575.00
Vocal Music		MS	3%	\$1,500.00	3.25%	\$1,625.00	3.50%	\$1,575.00
Yearbook		HS	3%	\$1,500.00	3.50%	\$1,750.00	4%	\$1,800.00
Yearbook		MS	3%	\$1,500.00	3.25%	\$1,625.00	3.50%	\$1,575.00
Bowling Coach-Girls	V	HS	5%	\$2,500.00	5.50%	\$2,750.00	6%	\$2,700.00
Bowling Co-Coach Boys	V	HS	2.50%	\$1,250.00	2.75%	\$1,375.00	3%	\$1,350.00
Bowling Co-Coach Boys	V	HS	2.50%	\$1,250.00	2.75%	\$1,375.00	3%	\$1,350.00

## **APPENDIX C**

### **SCHOOL SCHEDULES**

Teachers report ten (10) minutes prior to listed start times and are dismissed 10 minutes after listed end times.

Elementary teachers receive a forty (40) minute lunch period.

Middle and high school teachers receive a thirty (30) minute lunch period.

Staff Meetings: Nine (9) at forty-five (45) minutes per meeting.

**APPENDIX D**  
**SCHOOL CALENDAR CHART WITH BELL SCHEDULE AND DAYS**

**2024-2025**

Class Time Schedules:

**Arno, Bennie & Lindemann Elementary  
Schools**

8:30 a.m. – Classes Begin  
3:30 p.m. – Dismissal  
11:30 a.m. – ½ Day Dismissal

**Allen Park Middle School**

7:45 a.m. – Classes Begin  
2:32 p.m. – Dismissal  
10:18 a.m. – ½ Day Dismissal

**Allen Park High School**

7:45 a.m. – Classes Begin  
2:40 p.m. – Dismissal  
11:15 a.m. – ½ Day Dismissal

*Regular Class Schedule:*

7:45 – 8:49 – 1<sup>st</sup> Hour  
8:54 – 9:50 – 2<sup>nd</sup> Hour  
9:55 – 10:51 – 3<sup>rd</sup> Hour  
10:56 – 12:31 – 4<sup>th</sup> Hour Class & Lunch  
12:36 – 1:32 – 5<sup>th</sup> Hour  
1:37 – 2:32 – 6<sup>th</sup> Hour

10:56 – 11:21 – 6<sup>th</sup> Grade Lunch  
11:31 – 11:56 – 7<sup>th</sup> Grade Lunch  
12:06 – 12:31 – 8<sup>th</sup> Grade Lunch

## APPENDIX E SCHEDULE OF BENEFITS

### MESSA Dental plan highlights



**Effective Date: 01/01/2025**

**MESSA Account: Allen Park Public Schools**

**Employee Group: 318D Teachers Adult Ed Teachers**

**Group/Subgroup: 06444-0003**

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting [messa.org](http://messa.org) and using the provider directory search provided by Delta Dental.

Plan Features			
Dagnostic & Preventive Services 100%	Basic Services 80%	Major Services 80%	Orthodontics 60%
<ul style="list-style-type: none"> <li>• Oral Examination</li> <li>• Prophylaxes</li> <li>• Topical Fluoride*</li> <li>• Brush Biopsy</li> <li>• Emergency Palliative</li> <li>• 2 Cleanings in 12 Months</li> </ul> <p>* Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.</p> <p><b>Rider</b> (If neither box below is checked, you do not have this coverage.)</p> <p><input type="checkbox"/> 3 Cleanings in 12 Months</p> <p><input type="checkbox"/> 4 Cleanings in 12 Months</p>	<ul style="list-style-type: none"> <li>• Radiographs (x-rays)*</li> <li>• Restorative</li> <li>• Crowns**</li> <li>• Oral Surgery</li> <li>• Endodontic Services — treatment for diseased or damaged nerves.</li> <li>• Periodontic Services — treatment for diseases of the gum and teeth-supporting structures.</li> </ul> <p>* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</p> <p>** Payable once in any 5-year period on the same tooth.</p> <p><b>Rider</b> (If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.</p>	<ul style="list-style-type: none"> <li>• Procedures for the construction of fixed bridgework, endosteal implants, partial and complete dentures.</li> <li>• Payable once in any 5-year period for the same appliances.</li> </ul>	<ul style="list-style-type: none"> <li>• Necessary treatment and procedures required for the correction of abnormal bite.</li> <li>• Orthodontic exam, radiographs and extractions are covered under Diagnostic &amp; Preventive Services and Basic Services.</li> </ul> <p><b>Rider</b> (If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.</p>
\$1,500 annual maximum per person Diagnostic & Preventive Services, Basic Services, and Major Services			\$1,500 lifetime maximum per person Orthodontics

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.



# VSP 3 Plus Benefits



**Effective Date: 1/1/2025**

**MESSA Account: Allen Park Public Schools**

**Employee Group: 318D Teachers Adult Ed Teachers**

## In-network providers

Most eye doctors are in VSP's Signature network. Staying in-network makes sure you get the most value from your benefits and limits your out-of-pocket costs. In-network doctors bill VSP directly as a convenience to you. A directory of Signature network doctors is available at [messa.org](http://messa.org) or [vsp.com](http://vsp.com). Call VSP member services at 800-877-7195 for assistance.

## Out-of-network providers

(Maximum reimbursement to patient)

If you choose to see a doctor who is not in the VSP Signature network, your out-of-pocket costs will likely be higher and you must submit the itemized receipts to VSP for reimbursement. For more information, visit [vsp.com](http://vsp.com) or call VSP member services at 800-877-7195.

Benefit	In-network provider	Out-of-network provider maximum allowance
<b>Examination</b>		
Optometrist	No copayment	\$35
Ophthalmologist	No copayment	\$45
<b>Contact lenses (includes contact lens examination) *</b>		
Elective lenses to improve vision (disposable)	\$200 allowance	\$150
Elective lenses to improve vision (non-disposable) Medically necessary - <i>to correct keratoconus, irregular astigmatism, irregular corneal curvature or vision to 20/70 in the better eye</i>	MESSA pays 100% of the approved amount	\$200
<b>Eyeglass frames</b>	\$80 allowance	\$66
<b>Eyeglass lenses</b>		
Single vision	MESSA pays 100% of the approved amount	\$38
Bifocal		\$60
Trifocal		\$72
Lenticular		\$108
<b>Eyeglass lens enhancements</b>		
Rose #1 or #2 tint Rimless Oversize Blended Photochromic Progressive	MESSA pays 100% of the approved amount	Member must pay the difference between the approved amount and the provider charge
<b>Tinted</b>		
Single vision	MESSA pays 100% of the approved amount	\$42
Bifocal		\$70
Trifocal		\$84
Lenticular		\$118
<b>Polarized</b>		
Single vision	MESSA pays 100% of the approved amount	\$56
Bifocal		\$90
Trifocal		\$110
Lenticular		\$138

\* The cost of the eye exam is covered separately and does not count against the contact lens allowance.

## MESSA Group Term Life Insurance plan highlights

Underwritten by Life Insurance Company of North America



**Effective Date: 01/01/2025**

**Account: Allen Park Public Schools**

**Employee Group: 318D Teachers Adult Ed Teachers with medical**

This is a brief summary of your coverage available under MESSA's Group Term Life and AD&D policy.  
Please refer to your Life & Accident Insurance Certificate Booklet for complete information.

Plan features	Definition	Your Coverage
<b>Group Term Life Insurance</b>	The amount of your Group Term Life Insurance coverage.	\$45,000
<b>Group AD&amp;D Insurance</b>	The amount of your Accidental Death and Dismemberment (AD&D) coverage.	\$45,000
<b>Group Dependent Term Life Insurance: SPOUSE</b>	This provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits.	N/A
<b>Group Dependent Term Life Insurance: CHILD(REN)</b>	This provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits.	N/A

It is important to note that Group Term Life Insurance in excess of \$50,000 and Group Dependent Term Life Insurance (if the benefit exceeds \$2,000) are taxable benefits.

## MESSA Group Term Life Insurance plan highlights

Underwritten by Life Insurance Company of North America



**Effective Date: 01/01/2025**

**Account: Allen Park Public Schools**

**Employee Group: 318D Teachers Adult Ed Teachers without medical**

This is a brief summary of your coverage available under MESSA's Group Term Life and AD&D policy. Please refer to your Life & Accident Insurance Certificate Booklet for complete information.

Plan features	Definition	Your Coverage
<b>Group Term Life Insurance</b>	The amount of your Group Term Life Insurance coverage.	\$50,000
<b>Group AD&amp;D Insurance</b>	The amount of your Accidental Death and Dismemberment (AD&D) coverage.	\$50,000
<b>Group Dependent Term Life Insurance: SPOUSE</b>	This provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits.	N/A
<b>Group Dependent Term Life Insurance: CHILD(REN)</b>	This provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits.	N/A

It is important to note that Group Term Life Insurance in excess of \$50,000 and Group Dependent Term Life Insurance (if the benefit exceeds \$2,000) are taxable benefits.

## MESSA Group LTD Plan Benefit Highlights

Underwritten by Life Insurance Company of North America



**Effective Date: 01/01/2025**

**Account: Allen Park Public Schools**

**Employee Group: 318D Teachers Adult Ed Teachers**

Long Term Disability (LTD) insurance provides benefits at a percentage of a member's salary in the event of total disability. Benefits begin after the satisfaction of a waiting period and continue as long as the member remains totally disabled as described under "Maximum Benefit Period" in the LTD certificate booklet.

*This is a brief summary of your coverage available under MESSA's Group LTD insurance. Refer to the actual certificate booklet for complete information.*

Plan Features	Definition	Your Coverage
<b>Pre-Existing Conditions</b>	Medical conditions for which the advice or treatment was received prior to effective date of coverage are included. However, doctor-verified disabilities in effect prior to the effective date would be excluded.	Waived
<b>Waiting Period</b>	<i>Calendar Day (CD):</i> The waiting period is based on actual calendar days. <i>Work Day (WD):</i> The waiting period is based on the consecutive number of contracted work days. <i>Modified Fill (MF):</i> Benefits begin on the latter of exhaustion of sick time/ bank or the specified number of calendar/work day waiting period. <i>Straight Wait (SW):</i> Benefits begin after the specified number of calendar/ work day waiting period.	365 CDMF
<b>Benefit Level</b>	Percent of covered salary.	66 2/3%
<b>Maximum Benefit Level</b>	Monthly benefit up to the maximum amount bargained.	\$3,500
<b>Minimum Maximum Benefit</b>	There is a minimum monthly benefit of 5% of the gross monthly benefit or \$50, whichever is greater, after all offsets are applied, not to exceed the maximum monthly benefit.	5%
<b>Offsets</b>	Benefits are reduced by any income the employee receives or is entitled to receive such as vacation pay, salary continuation, workers' compensation, full auto wage loss benefit, any employer-paid group plan, retirement benefits you receive from your employer's retirement or pension plan, including Michigan Public School Employees' Retirement System (MPERS), short-term disability, and others.	
<b>Social Security Offsets</b>	<i>Primary:</i> Social security retirement and social security disability are offsets. <i>Family:</i> Any social security disability benefits received by the employee's family due to the employee's disability is an offset.	Family
<b>Freeze on Offsets</b>	Monthly disability benefits will not be reduced because of automatic, statutory or general cost of living increases in income from other sources after MESSA's initial benefit determination for each specified offset has been made. The exception to this is an unsuccessful return to work with increased salary, social security and retirement cost of living.	Yes
<b>COLA</b>	An employee's benefit may be increased while on claim due to increase in the cost of living. The increase is based on changes in the Consumer Price Index as of January 1 each year and is payable on the anniversary of the commencement of benefit payment. There is a maximum annual increase of 3%.	No
<b>Own Occupation Maximum Benefit Period</b>	Disability benefits may be payable during continuous disability. After the own occupation period, a member must be unable to perform any occupation for which he/she is qualified by training, experience or education. Benefits may be payable up to age 65. For benefits commencing at or after age 60, please see your benefit schedule.	2 Years
<b>Mental / Nervous Conditions</b>	These conditions are covered as any other illness unless you have a 2-year aggregate limitation.	2-year limitation
<b>Alcoholism / Drug Abuse</b>	These conditions are covered as any other illness unless you have a 2-year aggregate limitation.	2-year limitation

For additional information please call MESSA's Disability Department at 800-247-6951.

**APPENDIX F**  
**GREAT START READINESS PROGRAM EXCEPTIONS**

The parties agree to the following language pertaining to Article 4, Article 6, Article 8, Article 14, and Article 18 for the Great Start Readiness Program (GSRP).

**ARTICLE 4**  
**TEACHING HOURS AND CLASS LOAD**

- A. Adjustments in daily schedules for the GSRP teachers will comply with the GSRP Implementation Manual. If annual changes occur to the manual, those changes will be discussed at the annual calendar meeting with Union representatives and administration.
- B. Adjustments in mandatory meetings for the GSRP teachers will comply with the GSRP Implementation Manual, including monthly coaching meetings with the Early Childhood Specialist. This meeting may be offered in a hybrid manner mutually agreeable to both parties.

**ARTICLE 6**  
**TEACHING CONDITIONS**

GSRP class sizes and ratio will follow current requirements in the GSRP Implementation Manual. Class caps and ratios may adjust during the duration of this agreement in compliance with the GSRP Implementation Manual.

**ARTICLE 8**  
**PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

The district will follow GSRP lead teacher requirements according to the GSRP Implementation Manual. For illustrative purposes only, teacher certification requirements for the 2023-24 school year are as follows:

- A valid Michigan teaching certificate and an Early Childhood Education (ZA) or Early Childhood-General and Special Education (ZS) endorsement, Birth-K, or PK-3 endorsement; or
- A Bachelor's Degree in Early Childhood Education or Child Development with a specialization in Preschool Teaching. The transcript will document a major, rather than a minor, in Child Development or Early Childhood Education.

**ARTICLE 14**  
**ACADEMIC FREEDOM**

- A. For GSRP classrooms, all GSRP rules and regulations will be followed, including but not limited to:
  - 1. An approved inquiry-based curriculum and classroom assessment tools; and
  - MM.
  - 2. Schedule and learning expectations per the Early Childhood Standards of Quality.

- B. The parties understand this is a developing program and will be reviewed during the term of the CBA upon request of either party.

**ARTICLE 18**  
**PROFESSIONAL IMPROVEMENT**

GSRP teachers will comply with the state licensing requirement of professional development hours through MIRegistry in addition to District requirements. The District will make efforts to allow for professional development time and home visits during the school day and during professional development days and teacher work days.