

Allegan Area Educational Service Agency  
Board of Education

*and the*

Educational Staff Association of  
Allegan Intermediate (ESAAI), MEA/NEA

# **Collective Bargaining Agreement**

**2019-2022**

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the ALLEGAN AREA EDUCATIONAL SERVICE AGENCY, Allegan, Barry, Kalamazoo, Kent and Van Buren Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Employer" or "AAESA"), and the EDUCATIONAL STAFF ASSOCIATION OF ALLEGAN INTERMEDIATE - MEA (hereinafter called the "Association").

### ARTICLE 1

#### PURPOSE & RECOGNITION

- A. Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Association for the mutual benefit of the public, the Employer, the Association, and the Employees.
- B. Recognition. The Employer, pursuant to the certification of the Michigan Employment Relations Commission dated January 29, 1986, recognizes the Association as the exclusive representative of all the Employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- C. Limitations. The purpose for which recognition is granted shall conform to the provisions of applicable law including, but not limited to, the Public Employment Relations Act, as amended.

## ARTICLE 2

### CONTRACT INTERPRETATION

A. Definitions. Except as otherwise expressly provided in this Agreement the words and phrases hereinafter set forth shall have the following meaning:

1. Association. The Educational Staff Association of Allegan Intermediate, an affiliate of the recognized bargaining agent, the Michigan Education Association/NEA.
2. Bargaining Unit. The unit certified by the Michigan Employment Relations Commission on January 29, 1986, described as:  
  
All full-time and regular part-time paraeducators, custodians, secretaries, teachers, school psychologists, social workers, therapists, counselors, teacher consultants, aquatic coordinators, behavior specialists, orientation and mobility specialists, deaf and hard of hearing technicians, maintenance technicians, physical therapist assistants (PTA), certified occupational therapist assistants (COTA), nurses, audiology assistants, administrative associates, behavior interventionists, and early college/career coordinators. Excluding all other Employees.
3. Calendar Year. A full twelve (12) month year.
4. Constituent District. A public school district(s) located within the Allegan Area Educational Service Agency.
5. Constituent Facility. A facility owned or controlled by a constituent district.
6. Emergency. A sudden and/or unforeseen combination of circumstances or the resulting state there from that calls for immediate action.
7. Employer Facility. A facility owned or administered by the Employer.
8. Employer. The Allegan Area Educational Service Agency, its Board of Education, and/or its designated agents.
9. Part-Time Employees. An Employee regularly employed for less than a full work week, work day, full year or school year. Unless specifically stated otherwise in this Agreement (i.e. Article 15B), a regularly employed part-time Employee shall receive paid leave benefits at a proportionately reduced rate; the Employer's fringe benefit premium contribution shall be proportionately reduced except where insurance carriers exclude part-time Employees in their contracts/policies with the Employer.
10. Employee. A member of the bargaining unit. Reference to male Employees shall include female Employees and all masculine pronouns shall include both male and female.
11. Non-Teaching Employee (NTE). An Employee who is not a teacher, and whose employment is not regulated by the Michigan Teachers' Tenure Act.

12. Qualified. The Employee holds such certificates, degrees or other credentials required by the Employer or applicable laws and regulations. Qualified shall mean currently possessing the skills necessary for the position as stated in a job posting, job description, or like document. Qualifications are to be determined by the Employer.
13. Salaried Employee. All Employees compensated under “Salaried Schedule B” and for whom there shall be no overtime compensation. These positions include teachers, school psychologists, social workers, therapists, counselors, behavior specialists, orientation and mobility specialists, teacher consultants, and school nurses.
14. School Year. As defined by the calendar attached as Appendix B.
15. School Year Salaried Employee. Any teacher, school psychologist, social worker, therapist, counselor, behavior specialist, orientation and mobility specialist, teacher consultant, or school nurse that works the calendar defined in Appendix B.
16. Teacher. A bargaining unit member whose employment is regulated by the Michigan Teachers’ Tenure Act and includes individuals with teacher certificates assigned to positions for which a certificate is required and individuals who do not possess a teaching certificate but are servicing a probationary period under the Tenure Act.
17. Work Year. Either a school year or a calendar year for which an Employee is regularly scheduled to work.
18. Full-year Employee. All hourly Employees compensated under the “Hourly Schedule A” working a full 40-hour week and a full calendar year.
19. School-year Employees. All hourly Employees compensated under “Hourly Schedule A” and regularly employed for the hours in that position considered full time by the Employer for the school year.

B. General Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of the Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

For the purposes of the Agreement:

1. Captions. Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

*Right to Modify & Other Rights*. Nothing in this Agreement shall deny or restrict any right guaranteed to an Employee or the Board under applicable laws or regulations. The rights of either party or of an Employee to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add,

or modify any provision of the Agreement in any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

2. *Schedule Modification.* The Employer may alter the work schedule or year to the extent the Employer determines necessary to comply with applicable local, state, or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer after consultation with the Association.
3. *General Closing Days.* The Allegan Area Educational Service Agency and the Educational Staff Association of Allegan Intermediate agree that the Employer shall continue its practice of issuing an annual memorandum to Employees about reporting on “general closing days” such as snow days. The memorandum shall continue to advise Employees expected to report for work on such days, and who determine it is unsafe to do so, that they may use business leave, accumulated vacation leave or flex time if they are unable to report for work. For the purpose of school closure procedures and reporting requirements, the terms “Instructional Staff” and “Non-Instructional Staff” are clarified in the annual memo issued by the superintendent regarding “Inclement Weather Procedure,” as attached in Exhibit A.
  - a. Employee Discretion – Instructional Staff
    - i. If an Instructional Staff member deems it unsafe to drive, he should contact his immediate supervisor to make arrangements.
    - ii. An Instructional Staff member who is unable to report to work at the normal time will be required to use Personal Leave or Flextime.
  - b. Employee Discretion – Non-Instructional Staff
    - i. If a Non-Instructional Staff member deems it unsafe to drive, he may wait for improving driving conditions or daylight before reporting to work. The Employee will be expected to make up the time at the end of the day.
    - ii. A Non-Instructional Staff who misses the entire day due to what he deems unsafe driving conditions will be required to use vacation time or Non-Scheduled Work-Day.
    - iii. Non-Instructional staff are to communicate with immediate supervisor prior to altering their work schedule.
4. *Subordination.* Any individual contract or letter of agreement between the Employer and an Employee for the performance of duties, which are subject to the terms of this Agreement, shall be subject and subordinate to the provision hereof.
5. *Prior Practices.* The Agreement shall supersede any existing rules, regulations, or practices of the Employer, which shall be contrary to or inconsistent with its terms.

## ARTICLE 3

### EMPLOYER RIGHTS & RESPONSIBILITIES

- A. Employer Rights. The Employer, on its own behalf and on behalf of the public, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, and duties conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system its properties and facilities, and the employment activities of its Employees.
  2. To hire all Employees and determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such Employees.
  3. To establish grades and courses of instruction, including athletic, recreational, academic, and social events, as deemed necessarily advisable by the Employer.
  4. To decide upon the means and methods of instruction and/or the delivery of professional services, the selection of textbooks and other teaching or professional materials, and the use of such material.
  5. To determine class schedules, the hours of instruction or other professional activity, and the duties, responsibilities and assignments of teachers and other Employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
  6. To determine the assignment and direction of work of its personnel, determine the hours of work, starting times, and scheduling of work; and the right to establish, modify, or change any work or business hours, or days, whenever the Employer shall determine such action to be necessary and/or appropriate.
  7. To establish policies governing the selection, evaluation, testing or training of Employees.
  8. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
  9. Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation which prohibit discrimination on the basis of disability. In the event the Board makes accommodations in accordance with such legislation, which are in conflict with this Agreement, doing so will not constitute a violation of this Agreement.

- B. Employer Cooperation. The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity during the term of this Agreement.
- C. Employee Conduct & Discipline - Rules & Regulations. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations. Rules and regulations affecting Employees shall be published and distributed to the Employees and a copy shall be given to the Building Representative. Rules and regulations shall be conclusively deemed reasonable if the Association fails to notify the Employer in writing of its objection to such rules and regulations within twenty (20) days after notification. In the event there is no Building Representative, a copy shall be given to the Association President.
- D. Productivity and Contracting. The parties recognize the Employer's obligation to the public to maintain and preserve the physical facilities of the District and to provide ancillary educational services at a reasonable cost. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract work as the Employer may determine to be in the best interest of the public; provided, however, that this provision shall not be used for the purpose of undermining the Association or to discriminate against any of its members. Work performed by students or youth programming will be exempt from provisions of the contract and scheduled at the discretion of the Employer.
- E. Jurisdiction. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purposes of instructional training, job evaluation and experimentation, emergencies or seasonal help; provided, however, that this provision shall not be used for the purpose of undermining the Association or to discriminate against any of its members.



## ARTICLE 4

### ASSOCIATION RIGHTS & RESPONSIBILITIES

- A. Association Rights. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
1. *Meeting Facilities*. The use of Employer facilities at reasonable hours for the conduct of meetings of the Association provided that such use shall not interfere with the primary educational use of the facilities and provided further that when special custodial or other services are required, the Employer may make a reasonable charge therefore.
  2. *Employee Communications*. The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards and by having access to bargaining unit members' mail boxes and use of the Employer's email system. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. The Employer will provide a space in each AAESA building that can be used for the display of Association materials. The Association and its agents shall comply with the Employer's rules and applicable law concerning electronic mail communications.
    - a. The Association agrees to indemnify and hold the Allegan Area Educational Service Agency, the Board, each individual school board member and its designated agents harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including, but not limited to, back pay damages, unemployment compensation costs, attorney fees, and all court or administrative costs, arising out of the preparation, publication, distribution and/or use of any such materials. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any moneys for any reason associated with the provisions of this Article. The Association shall select its own legal counsel involved, in any, and shall be free to settle any disputes arising under this Article directly with the Employee. The Employer will be allowed to retain its own legal counsel. Before retention of legal counsel the Employer shall consult with the Association.
  3. *Requested Information*. The Employer shall furnish the Association such information as required by law.
    - a. The Employer shall post current job descriptions on the forms drive.
    - b. Supervisors shall give Employees copies of revised job descriptions at least five (5) working days before they are effective.
    - c. The Board agrees to share a monthly personnel report or other communication with the Association if there are any bargaining unit members that are on leaves of absence

extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for a month, then no report needs to be supplied. New Employee data will be communicated to the Association within five (5) working days of the new hire meeting with HR, unless there are extenuating circumstances.

4. *Board Packet.* The Employer shall provide the Association President with the Board Packet, electronically if possible, related to each open session of the Board of Education. Final Board packets shall be given to the Association, excluding information and or documents deemed confidential by the Board or Superintendent (e.g., student information, non-unit personnel information, etc.)
5. *Consultation.* The Employer may consult with the Association on any new or modified fiscal budgetary or tax programs, construction programs or revisions of educational policies provided that the Employer shall inform the Association, and specifically affected Employees, of any decisions pertaining thereto prior to their implementation.
6. *Services & School Office Equipment.* The reasonable use of school office equipment such as designated typewriters, duplicating equipment and audio- visual equipment, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit Employee, and shall not be used by any Employee in such manner as to interfere with the discharge of his employment duties or the discharge of the duties of any other Employee. The Employer shall be promptly reimbursed by the Association for all supplies used and for any damage.
7. *Employee Representation.* The terms of this Agreement have been equally made for all of the Employees in the bargaining unit and not solely for the benefit of the members of the Association. The parties expressly recognize the right of each Employee to freely join or refrain from joining the Association and no Employee shall be discriminated against by reason of his joining or refusing to join the Association. Association representation will be in accordance with Michigan Law.

B. Association Responsibility. The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

1. *Association Representatives.* The Association shall promptly notify the Employer, in writing, the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
2. *Concerted Activities.* The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules, and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer during the term of this Agreement.
3. *Association Activities.* Except by the express agreement of the Employer, the performance of the duties of any Employee shall not be interrupted for the purpose of

conducting any Association activities whatsoever; provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.

C. Association Leave. The Association officers and representative assembly delegates may have up to fifteen (15) days total per year, for the entire Association to attend workshops or conferences or to conduct other union business pertaining to grievances or arbitration hearings. The Association shall reimburse the Employer for the cost of any substitute required as a result of this provision.

- Five (5) days for grievance chair and five (5) days for union president
- One (1) day for representative assembly delegate
- Four (4) days for remaining officers or representatives

## ARTICLE 5

### EMPLOYEE RIGHTS & RESPONSIBILITIES

- A. Professional Aids & Facilities. The Employer shall provide for each Employer facility or in the case of area programs make available to the Employee:
1. The use of facilities for the preparation of necessary instructional materials.
  2. Telephones may be used for limited personal use to the extent that such personal use does not interfere with the Employee's job duties and responsibilities.
  3. Restroom facilities and an Employee lounge if such lounge is available.
- B. Association Membership Activities. Each Employee has the right to join or not to join, maintain or drop his membership in the Association. Each Employee shall have the right to participate in any lawful activities of the Association concerning the negotiation or the administration of the Agreement, provided that under no circumstances shall an Employee cause or encourage students to be involved in the activities of the Association.
- C. Personnel Files. The Employer shall cause an official personnel file to be established and maintained for each Employee in accordance with the following guidelines, namely:
1. An Employee shall have the right to review the contents of his personnel file during regular business hours after giving notice to the Employer of three (3) days. A representative of the Association may accompany the Employee at the request of the Employee. The file may be reviewed in the presence of a representative of the Employer.
  2. The Employer shall give notice before placing disciplinary records or documents critical of the non-teaching Employee's performance in the Employee's personnel file. Not applicable to teachers as defined in Article 2, A(1)(p).
  3. Within five (5) days following notice of the intention to insert such material, an Employee may request a meeting with the Employer. Prior to the meeting, the Employee shall be furnished a copy of the materials for review. If the objectionable material is not withdrawn or modified in a manner satisfactory to the Employee and the Employer, the Employee shall have the right within ten (10) days following the conclusion of the conference to have inserted in his personnel file a statement concerning such material and disagreement regarding the content of such material shall not be subject to the grievance procedure.
- D. Medical Examinations. The Employer may require an Employee to take a physical and/or mental examination at its expense for job related purposes such as:
1. Upon initial employment.
  2. Upon return from a leave of absence.

3. To determine the existence of any condition which might impair the ability of an Employee to properly discharge the essential functions of his duties or the existence of any condition that might be detrimental to the health or safety of others.
  4. To verify the use of sick leave in cases of suspected abuse.
- E. Use of Personal Vehicle. Any legal obligations from the operation, maintenance, or use of an Employee's motor vehicle transporting students during the course of the Employee's assigned job responsibilities will be governed in accordance with the Michigan No-Fault Act. Employees who transport students in the course of their assigned job responsibilities using their own vehicles and who incur out of pocket expenses arising out of an automobile accident during such activities that are not covered by available insurance may submit such claim to the Business Office for reimbursement not to exceed reasonable and customary standards for such reimbursements. If there is a dispute about the reasonableness of the reimbursement, it shall be settled by the grievance arbitration procedure. The Employer shall also designate vehicles for an Employee's use when transporting students during the course of the Employee's assigned job responsibilities.

A copy of the Employer's Liability Insurance Policy shall be provided to the Association as soon as administratively feasible after ratification and thereafter, the Association shall be notified of any changes to the policy.

- F. Employer 403b Plans. Due to the fact that IRS rules and guidelines surrounding employer 403(b) plans have changed, the parties agree:
1. The Board and the Association recognize the importance of providing investment alternatives to assist Employees in achieving their retirement savings goal. Although the district intends to utilize TSA Consulting Group as a Third Party Administrator of district 403(b) plans, there will be no agreement between the district and the MRIC (Consortium) that is contrary to any provision contained in the Master Agreement. Vendors utilized and available to Employees of the district shall be named as appropriate under IRS regulations and the Master Agreement.
  2. As the regulations regarding the administration of 403(b) plans continue to evolve, the parties also agree that:
    - a. A plan document, consistent with all legal requirements shall be adopted on or before December 31, 2008. Furthermore no changes, except for those changes required by the IRS, shall be made to the Plan Document without mutual written agreement between the Board and the Association.
    - b. All bargaining unit members are eligible to participate in the plan at no cost whatsoever to bargaining unit members. If fees are changed to participants by the TPA, the Board and Association will reconvene to discuss these fees.
    - c. The Adoption Agreement attached as Exhibit A shall be approved by the Board on or before December 31, 2008.

- d. Exhibit A, the list of vendors as of 12-12-08, will remain the same unless a particular vendor opts out of participating. Any deletions to the vendor list (Exhibit A) shall be only by written mutual agreement between the Board and the Association or automatically upon notification if a vendor chooses not to participate.
  - e. The parties have named TSA Consulting Group as the third party administrator (TPA) for the School District's (403(b) Tax Sheltered Deferred Retirement Plan.
  - f. The Board agrees to 'hold harmless' and defend, inclusive of reasonable attorney fees, affected bargaining unit members for any and all liability resulting from negligent error(s), omission(s), actual mishandling of the plan by the TPA, the Board, and/or the Administration and/or failure to comply with the terms of the plan, and/or failure to comply with applicable laws and/or regulations.
  - g. The Board shall provide the Association and bargaining unit members who participate in the Plan with regular communications, important dates, mandated changes, and any legal limitations placed on the plan and/or its' administration.
3. Either Party may demand to bargain the 403(b) tax-sheltered annuity plan or anything related to its administration.

## ARTICLE 6

### DISCIPLINE

Not applicable to Teachers as defined in Article 2, A(1)(p)

- A. Disciplinary Action. Any disciplinary action against the non-teaching Employee shall be taken in accordance with the following guidelines, namely:
1. The non-teaching Employee shall be advised as to the specific alleged violation for which disciplinary action is to be taken.
  2. The Employer shall advise an Employee that the Employee has the right to have a representative of the Association present at a formal conference at which the Employee is to be disciplined, or an informal conference that may lead to discipline, provided that the conference need not be delayed for an unreasonable time until such representative can be present, and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision a formal conference is defined as one that has been prearranged.
  3. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or leave days, suspension, demotion, or discharge. The Board recognizes the concept of progressive discipline with the understanding that discipline need not be imposed in a progressive manner where warranted by the disciplinary history or the seriousness of the offense.
  4. No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure, except for probationary Employees or as expressly excluded by the provisions of this Agreement. In the event a certain type of discipline is excluded from the Grievance Procedure, this section of the contract shall not apply to that type of discipline.

## ARTICLE 7

### LEAVES OF ABSENCE

Since the absence of an Employee generally has an adverse effect on the quality of the educational program, imposes increased responsibilities on other Employees, and increases costs, it is the responsibility of each Employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an Employee or to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate needs of an Employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

#### A. Leave Administration.

1. *Notice.* An Employee shall give the Employer notice of his desire to be granted a leave as soon as the Employee is aware of his need to be granted a leave so that the Employer will have the maximum time to provide for the Employee's absence. The minimum notice time in any event for a leave for elective health care, or personal leave, shall be three (3) work days prior to the requested leave date, except that a shorter notice may be permitted in an emergency. The Employer's representative shall notify the Employee of his determination within three (3) work days following receipt of the leave request unless the request requires Employer action.
2. *Leave Request.* Each leave request form shall include a requirement that the Employee notify the Employer in writing of a specific time that the Employee intends to return. If the Employee fails to return on the date of such notice, the Employee shall irrevocably and conclusively be deemed to have voluntarily quit.
3. *Verification.* The Employee shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Employer determines that an Employee knowingly withheld or misrepresented material information concerning the purpose or the Employee's eligibility for leave or for any leave benefits the Employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Employee's leave benefits due or to be due under this Agreement.
4. *Reinstatement Rights.* On the termination of a leave, excluding teachers as defined in Article 2,A(16), the non-teaching Employee shall be returned to the job which he held prior to such leave or, if the job has been eliminated, to a similar job, provided that he is still qualified, subject to the rights of other Employees pursuant to this Agreement.
5. Employees on an approved leave (other than a FMLA leave) during the second semester of any school year shall give the Employer notice of intent to return for the following school year not later than April 15.
6. Sick leave, Vacation and Personal, shall cease to accumulate during such period as the Employee is on a long term disability leave of absence, a general extended leave of absence, or is not otherwise regularly providing services to the Employer after the Employee has been off of work for 30 consecutive calendar days during the contract year.



B. Employment-Related Injury. Absence due to injury or illness (including assault or serious communicable illnesses such as ringworm or MRSA, when contracted at work from staff or students) incurred in the course of the Employee's employment shall not be charged against the Employee's leave days.

C. Sick Leave. Sick leave shall be administrated in accordance with the following guidelines, namely:

1. *Use*. Sick leave may be used for:

- a. Any physical or mental condition which disables an Employee from rendering services, but excluding any condition compensable by worker compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
- b. Any communicable disease, which would be hazardous to the health of students, Employees, or other persons using the facilities of the District.
- c. Physical examinations, medical, dental, or other health treatments, which cannot reasonably be deferred and which cannot be scheduled outside of the Employee's scheduled worktime.
- d. The serious illness of a member of the immediate family provided that such leave shall be limited to the use of three (3) days from accumulated sick leave and shall be taken only to the extent that the presence of the Employee is reasonably required. The term *immediate family* shall mean any person who is a regular member of the Employee's household or the spouse, father, mother, brother, sister, grandparent, grandchild, child, son-in-law, daughter-in-law, of the Employee or of the Employee's spouse, which includes those individuals on the foregoing list who are step-relatives of the Employee.

2. *Sick Leave Amount*. Employees shall be credited with one-half (1/2) of their sick leave on January 1<sup>st</sup> of each year, and the other one-half (1/2) on July 1<sup>st</sup> of each year. Twelve (12) month Employees will receive ten (10) days total.

School year Employees will receive eight (8) days total. Unused sick leave will accumulate up to a maximum of one hundred and twenty (120) days.

3. *Unused Days*. If employment is terminated, any accumulated sick leave shall be canceled and the Employee shall not be compensated either in terminal pay or otherwise. The amount of unused sick leave shall be certified to the Employee on a bi-monthly basis on their pay stub.

D. Personal Leave.

1. Each Employee on the payroll as of July 1 each year shall be credited with four (4) days of personal leave. Unused personal leave shall be converted to his sick time accumulation at the end of each year.

2. Limitations. No personal leaves will be granted on professional development days. In order to maintain proper staffing levels for the education of students, staff should avoid using a personal leave day before or after a holiday or scheduled vacation period. If it becomes necessary to use a personal leave day before or after a holiday or scheduled vacation period, the use is subject to the following restrictions: 1) the availability of substitutes, 2) no more than (2) staff members may be gone from a building or department at any given day, 3) a staff member may not request personal leave before or after a holiday or scheduled vacation period in successive years. Personal leave may be used in the first week of school only in the case of an emergency.
- E. Jury / Court Appearance Leave. An Employee shall be entitled to leave with pay, less any jury service fees paid, for jury service if he is unable to be excused or to have such services rescheduled to a time which does not conflict with the discharge of his scheduled employment duties. An Employee who is subpoenaed to attend a court proceeding involving a school related case will be provided a leave with pay not chargeable to the Employee's leave days. The Employee shall return to his duties whenever his attendance in court is not actually required.
  - F. Funeral Leave. An Employee shall be entitled to leave for the specific purpose of attending the funeral due to the death of his immediate family as stated in Article 7C(1)(d) if the Employee desires to attend the funeral of such person. If the absence is during a holiday or during an unscheduled work period, no pay will be due. Leave of up to three (3) days per death not charged against Employee's leave days. Length to be determined by the Employer after consultation with the Employee.
  - G. Workers Compensation. For an injury, illness or disability arising out of and in the course of the Employee's employment that is found not compensable under the Workers Disability Compensation Act, the Superintendent, or his/her designee, may grant a leave of absence with pay not chargeable against the Employee's sick leave days not to exceed seven (7) days.
  - H. Selective Service Physical Examination. An Employee will be entitled to leave with pay for one (1) day to attend a selective service physical examination.
  - I. National Guard. Time necessary for required National Guard duty during a declared emergency, up to five (5) days.
  - J. Disability Leave. An Employee who is or will be physically or mentally disabled for more than three (3) consecutive days shall be granted a leave of absence in accordance with the FMLA guidelines. A notice of the Employee rights and responsibilities under FMLA is attached as Appendix A.
    1. *Duration of Leave*. An Employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year.
    2. *Compensation Benefits*. An Employee who has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible, reduced by the amount of any disability insurance benefits, which the Employee is eligible to receive from the Insurance Carrier.

3. *Insurance Benefits.* The Employer shall continue its portion of the health insurance premium, for a period not to exceed one (1) year from the first date of the disability, provided such insurance is not available to the Employee from any other source.

K. Unpaid Leave. The Employer may grant an unpaid leave of absence without benefit continuation upon the request of an Employee for reasons of general health, family emergencies, and/or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:

1. The staffing needs of the Employer;
2. The length of service of the Employee and the probability that the Employee will return to the service of the Employer;
3. The purpose or purposes of the leave; and
4. The duration of the leave shall be at the discretion of the employer and shall not exceed one (1) year.

L. Conference Leave. Upon the request of an Employee, the Employer may authorize the Employee to attend a conference related to his area of assigned responsibility. Any approved conference leave shall not be charged against the Employee's leave days. Application and reimbursement procedures shall be in accordance with Employer policies.

M. An Employee retiring under the MPSERS (Michigan Public School Employees Retirement System), and providing the Employer a ninety (90) day notice, shall be compensated on his/her last payroll for unused sick days as follows:

50-120 days	\$50 per accumulated unused day
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## ARTICLE 8

### LAYOFF & RECALL

Not applicable to Teachers as defined in Article 2, A(16)

- A. Determination and Effect. If the Employer determines that the number of Employees is in excess of its current requirements, it shall have the right to reduce the number of Employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of layoff. The Employer agrees to pay insurance benefit premiums for a period of sixty (60) days following the layoff for Employees with one (1) or more year's seniority, provided coverage is not available from any other source. The Employer agrees to meet with the Association at least 10 work days before a final layoff list is presented to the Board, to discuss the classifications or positions within the bargaining unit that may be affected.
- B. Layoff Procedure. Except as otherwise provided in this Agreement, non-teaching Employees shall be laid off within a classification in the following order:
1. Probationary, non-teaching Employees in the classification or area of certification to be reduced shall normally be laid off first. However, when the non-probationary, non-teaching Employee is not presently qualified, with minimal training, to perform the remaining work or does not hold the proper certification, the probationary non-teaching Employee may be retained, and the least senior non-probationary Employee laid-off.
  2. The least senior hourly Employee in the classification in which the reduction is to be made, provided that the remaining non-teaching Employees in the classification are presently qualified, with minimal training, to meet the requirements of the Employer.
  3. Any full year Employee Article 2, A(18) or non-teaching Employee Article 2, A(11), whose position is reduced by fifteen percent (15%) or more, may bump the lowest senior Employee in his classification, provided that:
    - a. First, the more senior non-teaching Employee is fully qualified.
    - b. Second, any bumping occurs during the summer when the majority of students are not enrolled in the AAESA. New hires shall not be employed as long as there are non-teaching Employees on layoff who are presently qualified for recall and who have not refused recall to a vacant or newly created position.
- C. Notice of Layoff. The Employer shall give ten (10) calendar days written notice of layoff to the non-teaching Employee(s) affected. If feasible, the Employer shall give not less than sixty (60) days written notice to the affected non-teaching Employee(s)
- D. Recall Procedure. The most senior non-teaching Employee in the classification shall be recalled first, provided that the Employer shall determine that the non-teaching Employee is qualified to perform the duties of the position to be filled. If the non-teaching Employee shall fail to accept recall in writing by certified mail, return receipt requested, within ten (10) days from the date of notification by certified mail, return receipt requested, unless an extension is granted in writing by the Employer, this shall constitute voluntary resignation by the Employee and automatic termination of his employment relationship with the Employer. A non-probationary, non-teaching

Employee shall be on recall for a period equal to their seniority but not to exceed three (3) years. Laid off, full time, non-teaching Employee(s) may reject recall to part time work and maintain recall rights to full time employment.

- E. Change of Address. It shall be the responsibility of each Employee to notify the Employer of any change of address, or in qualification and/or certification by April 15 of each year, and to notify the Employer of any pending new credentials that will be completed by June 30. The non-teaching Employee's address, qualifications, and certification as it appears in the Employer's personnel file as of the date layoff notice is issued shall be conclusive.
- F. Association Notice. The Employer shall notify the Association of each layoff and recall by providing the Association with a copy of the affected non-teaching Employee's layoff or recall notice. The decision of the Employer shall be binding unless the Association shall object within two (2) work days and shall confirm the objection in writing within five (5) work days. If the Employer does not accept the Association claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedure. Except, as a hearing officer shall determine that the employer acted in bad faith, the remedy shall be limited to implementing the proper layoff or recall.
- G. Seniority.
1. *Salaried Employees*. Non-teaching Employees shall be on probation for such period as permitted by law, or, if no probationary period is provided by law, for the first one (1) year of continuous employment provided that the Employer shall have the right to extend the probationary period by one (1) year. During such probationary period, the non-teaching Employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer. Employer-paid leave time shall serve as part of continuous employment.
  2. *Hourly Employees*. A new hourly Employee shall be on probation for the first year of continuous employment. The employer shall have the right to extend the probationary period by one (1) year if the Employee receives a less than satisfactory evaluation. During such probationary period, the Employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer. Employer-paid leave time shall serve as part of continuous employment.
  3. *Seniority Classification*. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments.
    - a. Administrative Associate
    - b. Aquatic Coordinator
    - c. Audiology Assistant
    - d. Behavior Interventionist
    - e. COTA (Certified Occupational Therapist Assistant)
    - f. Custodial/Maintenance
    - g. Deaf/Hearing Impaired Technician
    - h. Executive Secretary

- i. Nurse
- j. Paraeducator
- k. PTA (Physical Therapist Assistant)
- l. Secretary, Receptionist
- m. Salaried Employees

H. Seniority Lists. The Employer shall post annually during the month of October seniority lists for members of the bargaining unit. A copy of the lists shall be given to the Association. The Association shall notify the Employer of any error within thirty (30) days and failure to do so shall constitute a conclusive agreement that the seniority lists are accurate. For purposes of this Agreement, seniority shall be determined on a classification-by-classification basis and shall be defined as the length of uninterrupted service within the particular classification, subject to the above list. A break in service of not more than one (1) year by reason of authorized leave of absence shall not be deemed an interruption of seniority but such period shall not be included in the determination of total amount of seniority except as required by law. In the event that two (2) or more persons are hired by the Board of Education on the same day, they shall appear on the seniority list according to a drawing to be held in a timely manner after the board action to hire. For current Employees, a drawing will be held upon ratification of this agreement to determine the order of seniority of those listed with the same date of hire. Any member of the bargaining unit who leaves the bargaining unit and later returns to it shall retain their seniority/service accumulated prior to leaving the bargaining unit, upon return to the unit. If a bargaining unit member transfers from one classification to another, his seniority in the classification from which he transfers shall be frozen.

1. Seniority is defined for purposes of this agreement as the date of approval or hire by the Board of Education.
2. A person on layoff shall not continue to accrue seniority during his period of layoff but shall retain his seniority accumulation existing at the time of layoff subject to the other provisions of this Article.
3. Persons working less than one-half ( $\frac{1}{2}$ ) time shall accrue seniority/service on a one-half ( $\frac{1}{2}$ ) year rate.

I. Loss of Seniority. Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an Employee:

1. Voluntarily resigns.
2. Retires or dies.
3. Is totally and permanently disabled.
4. Is discharged and is not reinstated, provided, however that the Employer may terminate the employment relationship if an Employee fails to give proper notice of his intention to return from leave of absence or to return to work at the end of a leave of absence or vacation, or when recalled from layoff.
5. Upon the expiration of recall rights or the failure to timely report for work after receipt of recall notice.

## ARTICLE 9

### COMPENSATION & BENEFITS

#### A. Compensation.

##### 1. *Basic Compensation.*

- a. Compensation Schedule. The basic compensation of each Employee shall be set on Schedule "A-1" and "B-1."
- b. Initial Compensation. The initial placement of an Employee on the compensation schedule shall be determined by the Employer on the basis of the applicant's education and experience up to and including step 8. Initial placement of an Employee above step 8 shall occur after consultation with the Executive Board.
- c. Compensation Advancement. An Employee shall advance to the next pay level on the compensation schedule upon the satisfactory completion of a work year in which the Employee has provided services for at least one-half (50%) of his scheduled work year.

##### 2. *Additional Compensation.* An Employee shall be entitled to receive compensation in addition to his basic compensation as follows:

- a. Technical & Education Center Extended Day/Year. Technical & Education Center extended day/year employment opportunities shall be offered first to the Employee holding that position during the regular work day/year provided they have obtained a satisfactory performance evaluation, and then to other Employees based on qualification, satisfactory performance, seniority, certification where applicable, and successful experience in working in the program involved. Each factor will be given equal consideration.
  - i. The number of hours/days, work schedule, and program composition will be determined solely by the Board of Education.
  - ii. Compensation for extended day/year programming at the Technical & Education Center will be determined solely by the Board of Education.
- b. Additional Assignments. The Employer may pay additional compensation for the voluntary performance of extra assignments requiring additional responsibility, effort, and skill. The amount of such compensation shall be determined by the Employer and the Employee after consultation with the Association. The additional compensation shall terminate upon the completion of the assignment.
  - i. When a qualified paraeducator agrees to substitute teach for the regularly assigned teacher, s/he shall receive \$25.00 for each partial day worked, and \$50 for each full day worked in addition to their regular compensation.

3. *Pay Period.* The Employer shall provide the Employee with twenty-six (26) equal bi-weekly installments, plus additional compensation, if any. Employees also have the option of receiving their basic salary in twenty-two (22) substantially equal bi-weekly installments, plus additional compensation, if any. If the Employee selects the option of twenty-two (22) equal bi-weekly installments, the Employee must notify the Employer fifteen (15) days prior to the first pay of their contract year. If there is no notification by the Employee, the basic salary shall be paid in twenty-six (26) equal bi-weekly installments.

Paraeducators who have any unapproved, unpaid leave time will no longer be paid with equal bi-weekly installments and will be paid directly off a timesheet for the remainder of their contract. Use of unpaid time while on an FMLA leave will be at the discretion of the Employer.

4. *Pay Periods for Part-Time Hourly Employees.* Hourly Employees that work less than full-time will be paid on an hourly basis and not in twenty-six (26) equal installments. Extended summer employment instructional assistants will be paid on an hourly basis each pay period for the hours worked in that pay period during the summer.

- B. Allowances and Expenses. An Employee may be required in the discharge of his duties to drive his personal motor vehicle and, if so required, shall be reimbursed according to the current IRS rate.

An Employee required to participate in a student medical evaluation clinic shall also be reimbursed for reasonable meal expenses incurred in connection with such participation.

- C. Insurance Benefits. Employees shall be eligible to receive such fringe benefits as are set forth in "Schedule C". Eligible regularly scheduled part-time Employees shall receive a pro-rated share of these insurance benefits.

- D. Tuition Reimbursement. The AAESA shall encourage the further education of its staff through tuition reimbursement. Employees shall have the right to submit a written request for reimbursement for a portion of the costs of continuing education to the superintendent/designee. Reimbursement will be provided subject to the following procedures:

1. All requests must be submitted to the superintendent or designate prior to enrollment in the course.
2. For salaried personnel, only graduate level courses or higher, approved in advance by the superintendent or designate, will be allowed. Employees must provide evidence of satisfactory completion in order to be eligible for reimbursement. A maximum of six (6) hours of undergraduate and/or graduate level credit or higher will be eligible for reimbursement during the (2) year contract. Reimbursement for approved credit will be at 50% of the credit hour, with a maximum of \$400 paid per credit. If funds are still available on May 15, an additional three (3) credits may be reimbursed, not to exceed a total of six (6) credits during the two (2) year contract.
3. For hourly personnel, undergraduate and/or graduate level courses and/or continuing education, approved in advance by the superintendent or designate, will be reimbursed



with a maximum of \$700 during the (2) year contract. Employees must provide evidence of satisfactory completion in order to be eligible for reimbursement.

4. Maximum tuition fund for year one in contract will be \$15,000, with unused funds carrying forward to year two. Two-year fund limit not to exceed \$30,000.

E. The Employer shall reimburse Employees \$150.00 for the renewal of their required teaching certificate or other required license/certification upon receipt of said document and proof of payment.

## ARTICLE 10

### GRIEVANCE PROCEDURE

- A. Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement, which has not been resolved through the use of normal administrative procedures. A grievance shall be an alleged violation of the expressed terms and conditions of this Agreement by an Employee, group of Employees, or the Association.
- B. Levels.
1. *Informal Conference.* Prior to filing a written grievance, the Grievant shall meet with the Immediate Supervisor for the purpose of immediately resolving the alleged dispute without further proceedings. The request for an informal conference shall be made within ten (10) days from the time of the event or the time the Grievant reasonably should have known of the event, and the informal conference shall take place within five (5) days of the request.
  2. *Level One – Immediate Supervisor.* If the Immediate Supervisor's informal response is not satisfactory, a formal grievance may be filed within ten (10) days of such informal meeting. A formal conference shall be held within five (5) days from the receipt of such written grievance. The purpose of such conference shall be to seek a positive and constructive disposition of the grievance. Any **mutual** agreement as to the disposition of the grievance shall be in writing. The Immediate Supervisor shall respond in writing within ten (10) days from the date of the formal conference.
  3. *Level Two - Superintendent or Designee.* If the Immediate Supervisor's Level One written response is not satisfactory, a formal grievance may be filed within ten (10) days of such informal meeting. A formal conference shall be held within five (5) days from the receipt of such written grievance. Any mutual agreement as to the disposition of the grievance shall be in writing. The Superintendent shall respond in writing within ten (10) days from the date of the conference.
  4. *Level Three - Mediation.* If the grievance is not satisfactorily resolved at the Level Two, the grievance shall move to mediation, if agreed to by both the Employer and the Grievant within five (5) days of the receipt of the Superintendent's written reply. Scheduling of the mediation conference shall be initiated by the Grievant within five (5) days of agreement to mediation. All parties agree to reasonably facilitate scheduling of the mediation conference.
  5. *Level Four - Arbitration.* If the grievance is not satisfactorily resolved at the Level Three conference, the grievance shall be submitted to an independent Arbitrator if such request is made within ten (10) days of the Level Three conference.

The Arbitrator shall be selected by mutual agreement from the following list:

Deborah Brodsky  
Kathryn VanDagens  
Mark Glazer  
Paul Glendon

If no arbitrator can be agreed upon, one shall be chosen by a drawing from the same list. After an arbitrator has been utilized, their name will be placed on the bottom of the list. If any of these arbitrators drops from the list for any reason, a replacement shall be negotiated and agreed upon by the Association and the Employer.

The hearing shall be conducted by the Arbitrator selected in the manner described above but independently from the American Arbitration Association.

- a. The duty and responsibility of the Arbitrator is to apply and interpret the express provisions of the agreement and shall not have the authority to add to, subtract from, alter, modify, vary, or ignore the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
  - b. The Arbitrator shall be requested to render his written decision within thirty (30) calendar days from the conclusion of the hearing or submission of briefs.
  - c. The rules may be amended in writing by the mutual agreement of the parties.
  - d. Either party shall have the right within ten (10) days from the receipt of the decision of the Arbitrator to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided however, that if application is not made within such time, the decision of the Arbitrator shall be binding.
6. Timelines as outlined above may be reasonably extended by mutual agreement of Employer and Association by request of either with explanation of reason for extension request. Request must be made prior to the expiration of the deadline.

C. General Procedures.

1. *Definitions.* As used in this Article, the word
  - a. "Grievant" means the Association or Employee(s) filing the grievance. If a Grievant is an Employee, the Employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
  - b. "Day" means a calendar day except a Saturday, Sunday, or scheduled holiday.
  - c. "Event" means the act or omission that allegedly violates one or more provision(s) of this Agreement.

2. *Form of Action.* All claims, replies and requests shall be in writing and shall be filed with each party.
3. *Exclusions.* The claim procedure shall not apply to:
  - a. A claim by an Employee who desires to assert his legal right to present such claim directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association is given the opportunity to be present at such adjustment.
  - b. The failure to re-employ a probationary salaried Employee on the expiration of the Employee's individual contract of employment.
  - c. The discharge, non-renewal, discipline, or suspension of a probationary Employee.
  - d. Any claim that is within the jurisdiction of a state or federal agency.
  - e. Any discretionary act or any provision of this Agreement that contains an express exclusion from this procedure.
  - f. Any dispute concerning the content of an Employee evaluation.
  - g. Any dispute involving the failure to employ or re-employ an Employee to an extra-duty position.
- D. Withdrawals and Denials. Any claim or request for advancement to the next level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance that is not answered within the time specified shall be deemed to have been denied.
- E. Place and Time of Proceedings. All proceedings shall be held on the Employer's premises.
- F. Costs. Any fee paid for the services of an Arbitrator shall be shared equally by the parties, except as the Arbitrator shall otherwise decide. Each party shall be responsible for its own costs.
- G. Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date. Any grievance filed following the expiration of the contract shall not be processed under the terms of the Contract Enforcement Procedure, but shall be answered by the Superintendent.

## ARTICLE 11

### GENERAL PROVISIONS

- A. Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer this Agreement.
- B. Notice. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:
1. Employer's Address:  
Allegan Area Educational Service Agency Office of  
the Superintendent  
310 Thomas Street  
Allegan, MI 49010-9158
  2. Association's Address:  
Michigan Education Association 4341 S.  
Westnedge Avenue Suite 1210  
Kalamazoo, MI 49008
  3. Employee Address:  
As set forth in the records of the Employer or to such other address as a party or  
an Employee shall hereafter furnish in writing.
- C. Scope, Waiver, and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of the Agreement shall be altered during the term of this agreement except upon the voluntary, prior written consent of both of the contracting parties, provided that nothing herein shall prohibit Employer's agreements which are not contrary to the express terms of this Agreement, and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- D. Duplication of Agreement. The Employer shall furnish a copy of this Agreement to each Employee who is employed in the bargaining unit during the term of this Agreement and shall provide twenty (20) additional copies to the Association.
- E. Negotiations. Except as a provision of this Agreement may otherwise expressly require, neither party shall have any obligation to negotiate any subject that was, could have been, or could subsequently have been negotiated or renegotiated. Negotiations for a subsequent Agreement shall begin not earlier than ninety (90) days before the contract expiration date upon the written request of either party.
- F. Effective Date and Termination. This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight, June 30, 2022.
- G. Prior Practices. This Agreement shall supersede any existing rules, letters of understanding, regulations, or practices of the Employer, which shall be contrary to or inconsistent with its terms.

- H. Problem Solving. A Joint Committee for the purpose of providing a forum for the submission, exchange and consideration of various matters of interest affecting the ongoing relationship between the Board and the Association. Each party shall appoint three (3) representatives.
1. The Joint Committee shall meet at least three (3) times each school year. It shall be concerned with developing an effective and candid communication relationship between the parties, and may propose non-binding recommendations to the Board or to the Association from time to time.
  2. It is expressly understood that this Joint Committee shall not be considered to be engaged in collective bargaining, and neither party shall be under any obligation to accept or implement any particular proposal. If the parties do agree to implement any proposal, it shall be reduced to writing in the form of a letter of understanding.
- I. Written Contracts. The employer shall provide all salaried Employees with individual written contracts.
- J. 2011 PA 4. An Emergency Manager appointed pursuant to the Local Government and School District Fiscal Responsibility Act is allowed to reject, modify or terminate this Agreement in accordance with such Act.

## ARTICLE 12

### HOURLY EVALUATION PROCEDURE

The following procedure shall be used for all hourly Employees as defined in Article 8, Section G, 4. Each Employee shall be evaluated at least once every three (3) years.

- A. Evaluation. The Employer shall be responsible for the evaluation of each Employee in the performance of his assigned duties. Administration may inquire of any bargaining unit member factual information in regards to another member's job performance. Evaluations shall conform to the following guidelines:
1. *Philosophy of Evaluations*. The fundamental premise of evaluation is that the process and project will ultimately improve the quality of educational services in Allegan County. The goal of an evaluation system is to fairly and accurately assess and improve the quality and individual work performance and, ultimately, student outcomes.
  2. *Purposes of Evaluation*. The Allegan Area Educational Service Agency Board of Education and Employees recognize that the purpose of evaluations is:
    - a. To improve individual Employee performance.
    - b. To validate the selection (hiring) process.
    - c. To assist in making personnel decisions.
    - d. To analyze the performance of the organization.
    - e. To provide data for staff development.
    - f. To assure Employee awareness of job definition.
    - g. To improve supervisory effectiveness.
    - h. To improve evaluator/evaluated communications.
    - i. To provide career growth opportunities.
    - j. To raise the level of Employee self-awareness.
    - k. To positively impact student outcomes.
  3. *Criteria*. The principal criteria for a formal evaluation shall be furnished to an Employee at least fourteen (14) calendar days prior to such evaluation.
  4. *Formal Evaluations*. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:
    - a. Observations are not limited to classrooms or workstations.
    - b. The evaluations shall be based on the agreed upon rubrics between the Employer and the Association.
    - c. Any observation upon which an evaluation is based shall be conducted openly. An unsatisfactory rating shall not be based solely on undocumented hearsay not brought to the Employee's attention.

- d. Any concerns or negative observations shall be brought to the Employee's attention within ten (10) working days after the observation.
  - e. If the work of the Employee is unacceptable, the evaluator shall point out in specific terms the Employee's alleged deficiencies and identify specific ways in which the Employee is to improve. Any plan of assistance or individualized development plan shall be composed in consultation with the Employee.
  - f. A copy of the formal evaluation shall be given to the Employee at a year-end evaluation conference.
  - g. If the Employee disagrees with an observation, recommendation, or evaluation, the Employee shall submit within ten (10) days a written statement that shall be attached to the evaluation and placed in the Employee's personnel file.
5. *Re-Evaluation.* If an Employee disagrees with a formal evaluation, they shall have the right to have a re-evaluation if such re-evaluation is requested in writing within ten (10) working days from the receipt of the original evaluation. The Employee shall state in writing the specific reasons for the request for re-evaluation. The Employee may request a different evaluator from within the administrative staff of the Allegan Area Educational Service Agency. The administrative staff member must be deemed qualified to conduct the re- evaluation by the Superintendent or his designee.\
  6. *Evaluation Frequency.* All probationary Employees shall be evaluated at least once a year. All other Employees shall be evaluated at least once every three (3) years.
  7. *Other Factors.* The Employer may provide for additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its Employees. The evaluation opinions of the Employer shall not be subject to the Grievance Procedure if the procedures herein set forth have been followed.



## ARTICLE 13

### HOURLY EMPLOYEE SERVICES & DUTIES

- A. Duties. The duties of each Employee shall include those activities within the Employee's job description or assignment, it being expressly agreed that every incidental duty is not included in such description or assignment.
- B. Work Year. The number of work days in the school year for an Employee scheduled to work a school year shall be set forth on Appendix B (Calendars).
- C. Work Week. The normal work week for Employees will be:
1. The normal work week for custodial/maintenance and office personnel shall consist of forty (40) duty hours.
  2. The normal work week for full-time paraeducators shall consist of a minimum thirty-five (35) hours per work week and not to exceed forty (40), unless approved by supervisor. Work hours vary by work location.
- D. This section shall not be construed as providing a guarantee of hours.
- E. Work Day. The normal work day for Employees shall include:
1. A duty-free lunch break of thirty (30) minutes each day to be taken in accordance with procedures established by the Employer.
  2. Such duties, meetings, activities, and assignments, as shall from time to time be scheduled by the Employer, provided that such schedule shall not cause the work week on the average to exceed the normally assigned hours. Work day schedule may be adjusted to accommodate scheduling needs under direction of supervisor.
  3. Forty (40) hours per week Employees shall be given a fifteen (15) minute paid rest period during each half of the work day, which rest periods shall not interfere with the normal operations of the Employer; provided, however, that an Employee may with prior approval of the Employee's immediate supervisor, forego such rest periods and extend the lunch break to no more than sixty (60) minutes.
  4. *Part-Time Employees*. The normal work week for a part-time Employee shall be adjusted by the Employer on an individual basis in accordance with the number of hours employed and the duties assigned.
  5. *General Schedule Requirements*. Each hourly Employee shall be subject to the following general requirements, namely:
    - a. The Employer shall furnish each Employee the procedure to be followed in the reporting of expected absence or tardiness or for the closing of the Hillside Learning & Behavior Center, Technical & Education Center, or the AAESA Administration Office. The Superintendent may require paraeducators to report during school closure

for inclement weather after 3 days or the equivalent in hours. If hours are canceled for a reason that does not allow the school district to count the hours of student instruction then the AAESA Board of Education shall reschedule the day and the school year Employee may work the rescheduled day without additional compensation. The Superintendent will not require Employees to report for work on missed days that will be rescheduled.

- b. The Hillside Learning and Behavior Center and Technical & Education Center paraeducators shall be released upon the closure of the student day on days before scheduled vacations, holidays and when the student day is terminated early due to inclement weather. The administration may release other hourly Employees at its discretion.

F. Assignments. Both parties recognize the desirability of placing each Employee in a position that will most effectively use the Employee's skills and experience while providing for the staffing needs of the Employer. Assignments shall be made in accordance with the following guidelines, namely:

1. *Assignment Criteria*. Subject to the provisions hereinafter set forth, the Employer shall have the discretion to determine the assignment of an Employee, and the Employer agrees to consider the following items in rank order.
  - a. The requirements of any applicable federal, state, and/or local laws.
  - b. Qualifications and skills required for the position as defined in the job posting, job description or like document.
  - c. Where applicable, the certification, applicable academic preparation, teaching or work experience.
  - d. The length of service of the Employee with the Employer.
  - e. Employee personnel file.
  - f. The preference of the Employee for the assignment.
  - g. The preference of the constituent district, in the case of a constituent district assignment.
2. *Assignment Procedures*.
  - a. General Procedure. The assignment procedure shall be in accordance with the following guidelines:
    - i. An hourly Employee who will be affected by a change in the assignment shall be consulted as soon as possible in advance of the change.

- ii. Paraeducators shall not be entitled to be assigned to positions unless they have seniority in such positions due to previous experience relative to the position. It is understood that the qualification and assignment criteria must be satisfied.

G. Changes in Schedules.

1. Start and stop times at the Technical and Education Center may be adjusted as needed, providing the contractual work day is not exceeded.
2. Provided all instructional hours/days mandates are satisfied, an early release, not to exceed three (3) hours, shall be allowed. The early release days shall not apply to the Technical Center and said early release days shall not exceed three (3) per semester. It is expressly understood that early release time shall be used as determined by the administration.

## ARTICLE 14

### VACANCIES & TRANSFERS (HOURLY)

- A. Vacancies and Transfers. It is the objective of the parties to provide a procedure for the notification of Employees of the existence of vacancies. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other Employees have assigned positions and there is no Employee who has claim to return to the position from leave of absence or layoff. The following guidelines shall be observed, namely:
1. If a vacancy occurs during the work year, the Employer may temporarily fill the position for the remainder of the work year in order to minimize any disruption, and after discussion with the association. The Employer will actively try to fill the position during this time.
  2. All permanent vacancies shall be posted internally/externally at all AAESA work sites and made available at all other AAESA locations.
  3. *Selection*. Except as herein provided, transfers and promotions within the bargaining unit, shall be made by the Employer on the basis of qualifications and seniority. The position shall be awarded to the most senior Employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior Employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria of work history, performance evaluations, certification (where appropriate), testing for competencies related to vacancy, and best meets the needs of the organization. Qualifications are to be determined by the Employer.
- B. Association Cooperation. Employees are encouraged to notify the Employer at the earliest practical time if they do not intend to renew their contracts or assignment for the next school year.
- C. Jobs and Classification. The Employer, after consultation with the Association, may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the same classification or position at more than one geographic location shall not constitute the modification or establishment of a new or revised job classification or position.

## ARTICLE 15

### HOURLY EMPLOYEES VACATION & HOLIDAYS

- A. Holidays. Each full-time/part-time hourly Employee, as per Article 2 A(18) and A(9) shall receive the following holidays if the holiday falls during the Employee's work year and the Hillside Learning and Behavior Center and/or Technical and Education Center are not in session.
1. New Year's Day together with either the day preceding or the day following
  2. Memorial Day
  3. Independence Day or equivalent
  4. Labor Day
  5. Thanksgiving Day and the day following
  6. Christmas Day together with the day preceding and the day following (or equivalent)
  7. The Superintendent shall designate an additional floating holiday.
    - a. An Employee shall be paid his regular pay for any holiday falling on a work day that is observed as a holiday by the Employer, provided that the Employee worked the scheduled work day preceding and following the holiday. Definition of work for this paragraph is actually reporting to the workplace, or a pre-approved vacation day, a pre-approved sick day, or a medical emergency requiring medical treatment.
    - b. Each paraeducator will receive Christmas Day as a paid holiday.
- B. Vacation. Each hourly Employee, other than a paraeducator, who is regularly scheduled to work at least forty-five (45) weeks during the fiscal year, shall be entitled to have a vacation with pay at a time mutually agreeable to the Employee and the Employer. Vacation time will be allotted annually on July 1 according to the following schedule:

<b>Employment Period</b>	<b>Vacation Allowance (hours/year)</b>	<b>Vacation Allowance (days/year)</b>
Hire date through 9 years	80	10 days
10 years through 14 years	120	15 days
15 years or more	160	20 days

1. Yearly vacation carryover is 40 hours or 5 days.
2. If an Employee is scheduled to work less than 52 weeks, it shall be prorated. For example, if scheduled to work 45 weeks, the vacation shall be 45/52 of 20 days 4 weeks, or 17 days.

## ARTICLE 16

### NON-TEACHING SALARIED EMPLOYEE EVALUATION PROCEDURE

Not Applicable to Teachers as defined in Article 2, A(16)

The following shall be the procedure for all salaried Employees as defined in Article 2 (A) (m). All salaried Employees shall be evaluated at least once every three (3) years.

- A. Evaluation. The Employer shall be responsible for the evaluation of each non-teaching salaried Employee in the performance of his assigned duties. Administration may inquire of any bargaining unit member factual information in regards to another member's job performance. Evaluations shall conform to the following guidelines:
1. *Philosophy of Evaluations*. The fundamental premise of evaluation is that the process and project will ultimately improve the quality of educational services in Allegan County. The goal of an evaluation system is to fairly and accurately assess and improve the quality and individual work performance and, ultimately, student outcomes.
  2. *Purposes of Evaluation*. The Allegan Area Educational Service Agency Board of Education and Employees recognize that the purpose of evaluations is:
    - a. To improve individual Employee performance
    - b. To validate the selection (hiring) process
    - c. To assist in making personnel decisions
    - d. To analyze the performance of the organization
    - e. To provide data for staff development
    - f. To assure Employee awareness of job definition
    - g. To improve supervisory effectiveness
    - h. To improve evaluator/evaluated communications
    - i. To provide career growth opportunities
    - j. To raise the level of Employee self-awareness
    - k. To positively impact student outcomes.
  3. *Criteria*. The principal criteria for a formal evaluation shall be furnished to an Employee at least fourteen (14) calendar days prior to the first observation.
  4. *Formal Evaluations*. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:
    - a. Observations are not limited to classrooms or work-stations.
    - b. The evaluations shall be based on the agreed upon rubrics between the Employer and the Association.
    - c. Any observation upon which the evaluation is based shall be conducted openly. An unsatisfactory rating shall not be based solely on undocumented hearsay not brought to the Employee's attention.

- d. Upon request, a post observation conferences shall be held within ten (10) working days of each observation. If concerns are identified, the Employee shall receive a written summary of performance concerns within ten (10) working days of the observation.
  - e. If the work of the Employee is unacceptable, the evaluator shall point out in specific terms the Employee's alleged deficiencies and identify specific ways in which the Employee is to improve. Any plan of assistance or individualized development plan shall be composed in consultation with the Employee.
  - f. A copy of the formal evaluation shall be given to the Employee at a year-end evaluation conference.
  - g. If the Employee disagrees with an observation, recommendation, or evaluation, the Employee shall submit within ten (10) days a written statement that shall be attached to the evaluation and placed in the Employee's personnel file.
5. *Re-Evaluation.* If an Employee disagrees with a formal evaluation, they shall have the right to have a re-evaluation if such re-evaluation is requested in writing within ten (10) working days from the receipt of the original evaluation. The Employee shall state in writing the specific reasons for the request for re- evaluation. The Employee may request a different evaluator from within the administrative staff of the Allegan Area Educational Service Agency. The administrative staff member must be deemed qualified to conduct the re- evaluation by the Superintendent or his designee.

## ARTICLE 17

### SALARIED EMPLOYEE SERVICES & DUTIES

- A. Duties. The duties of each Employee shall include those activities within the Employee's job description or assignment, it being expressly agreed that every incidental duty is not included in such description or assignment.
- B. Work Year. The number of work days in the school year for an Employee scheduled to work a school year shall be set forth on Appendix B (Calendar).
- C. Work Week. The normal work week for Employees shall be:
1. Salaried Employees shall work thirty-seven and one-half (37 ½) hours per week at a duty-connected facility designated by the Employer or in the discharge of his duties under the direction of the Employer.

This section shall not be construed as providing a guarantee of hours.

- D. Work Day. The normal work day for Employees shall include:
1. A duty-free lunch break of thirty (30) minutes each day to be taken in accordance with procedures established by the Employer.
  2. Sixty (60) minutes for planning and preparation per day for salaried Employees, as defined in Article 2, A(13), assigned teaching duties unless otherwise agreed to by both parties.
  3. Such duties, meetings, activities, and assignments as shall from time to time be scheduled by the Employer, provided that such schedule shall not cause the work week on the average to exceed thirty-seven and one-half (37 ½) hours for salaried Employees. Work day schedule may be adjusted to accommodate scheduling needs under direction of supervisor.
  4. *Constituent District Schedule*. Itinerant staff assigned to constituent district shall normally follow the daily schedule determined by the AAESA Administration and follow the calendar of the local district building in which they are assigned. The AAESA staff will be expected to participate in building meetings and school functions.
  5. *Part-Time Employees*. The normal work week for a part-time Employee shall be adjusted by the Employer on an individual basis in accordance with the number of hours employed and the duties assigned.
  6. *General Schedule Requirements*. Each salaried Employee shall be subject to the following general requirements, namely:
    - a. A salaried Employee not under the direct supervision of the Employer shall file a daily schedule with the AAESA Administration Office and shall notify the Employer in accordance with rules established by the Employer of any material changes in the daily schedule.



- b. If a constituent district is not in session for students, the salaried Employee shall report to the AAESA Administration Office and shall be subject to the schedule of such office while so assigned except as the salaried Employee may be excused in accordance with procedures established by the Employer. Programs housed in constituent districts will follow daily schedule and school closing procedures in the constituent district. The Employer reserves the right to assign additional duties to achieve equivalency of work years to the extent feasible.
- c. The Employer shall furnish each Employee the procedure to be followed in the reporting of expected absence or tardiness or for the closing of that Employee's work site, or the AAESA Administration Office. The Superintendent may require teachers to report during school closure for inclement weather after three (3) days or the equivalent in hours of closure. If the days/hours are canceled for a reason that does not allow the school district to count the day as a day of student instruction then the AAESA Board of Education shall reschedule the day and the school year Employee may work the rescheduled hours without additional compensation. The Superintendent will not require school year Employees to report for work on missed days that will be rescheduled.
  - i. Salaried Employees serving constituent districts shall follow the make-up procedures of those districts. On an inclement weather day, an itinerant staff person shall not be required to report to the AAESA's Administration Offices during periods when a district served is closed. It is further understood that those periods lost due to inclement weather shall be made up according to the procedures and guidelines established by the Employer and that those periods may not require additional compensation.
- d. All salaried Employees shall be released upon the closure of the student day on days before scheduled vacations, holidays and when the student day is terminated early due to inclement weather.

E. Assignments. Both parties recognize the desirability of placing each Employee in a position that will most effectively use the Employee's skills and experience while providing for the staffing needs of the Employer. Assignments of non-teaching Employees shall be made in accordance with the following guidelines, namely:

- 1. *Assignment Criteria*. Subject to the provisions hereinafter set forth, the Employer shall have the discretion to determine the assignment of an Employee, and the Employer agrees to consider the following items in rank order.
  - a. The requirements of any applicable federal, state, and/or local laws.
  - b. Qualifications and skills required for the position as defined in the job posting, job description or like document.
  - c. Where applicable, the certification, applicable academic preparation (including majors and minors), teaching or work experience.

- d. The length of service of the Employee with the Employer.
  - e. Employee personnel file.
  - f. The preference of the Employee for the assignment.
  - g. The preference of the constituent district, in the case of a constituent district assignment.
2. *Assignment Procedures*. Not applicable to Teachers as defined in Article 2, A(16).

General Procedure. The assignment procedure shall be in accordance with the following guidelines:

- a. A salaried Employee who will be affected by a change in the assignment shall be consulted as soon as possible, but not later than August 15 except in case of emergency.

## ARTICLE 18

### VACANCIES & TRANSFERS (SALARIED)

Not Applicable to Teachers as Defined in Article 2, A(16)

- A. Vacancies and Job Openings - Salaried Employees. It is the objective of the parties to provide a procedure for the notification of non-teaching salaried Employees of the existence of vacancies. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other Employees have assigned positions and there is no Employee who has claim to return to the position from leave of absence or layoff. The following guidelines shall be observed, namely:
1. If a vacancy occurs during the work year, the Employer may temporarily fill the position for the remainder of the work year in order to minimize any disruption, and after discussion with the association. The Employer will actively try to fill the position during this time.
  2. All permanent vacancies shall be posted internally/externally at all AAESA work sites and made available at all AAESA locations.
  3. *Selection.* Except as herein provided, transfers and promotions within the bargaining unit shall be made by the Employer on the basis of qualifications and seniority. The position shall be awarded to the most senior non-teaching salaried Employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior non-teaching salaried Employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria of work history, performance evaluations, certification (where appropriate), testing for competencies related to vacancy, and best meets the needs of the organization. Qualifications are to be determined by the Employer.
- B. Jobs and Classification. The Employer, after consultation with the Association, may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the same classification or position at more than one geographic location shall not constitute the modification or establishment of a new or revised job classification or position.

## ARTICLE 19

### FLEX TIME

- A. Flex Time - Hourly. Flex Time for hourly Employees may occur based on a mutual agreement with the immediate supervisor to adjust the normally scheduled work hours. Flex Time may not be used if the Employee's resulting work hours will exceed 40 in any work week.
1. Flex Time is normally to be taken during the same work week or pay period.
  2. Flex Time is earned at 1.0 times the number of the minutes/hours worked over the usual workday and shall not result in an overtime or compensatory time obligation.
  3. All Flex Time hours worked or paid shall be accurately recorded by the Employee and supervisor in the manner determined by the Employer.
  4. A form for this purpose will be mutually developed.
  5. Flex time for Tech Center staff. Employees who work evenings for the following events (Orientation Night, Center Wide Advisory Committee meetings, Open House, and Student Award Ceremony) will be exempt from working on a day mutually agreed upon by the Tech Center calendar committee. They will not be able to use those events for additional flex time. All teaching/salaried/paraeducator staff are required to attend these events.
- B. Flex Time - Salary. Flex Time for Salaried Employees may occur based on a mutual agreement with the immediate supervisor to adjust the normally scheduled work hours, outside of student time.
1. All Flex Time shall be accurately recorded by the Employee and Supervisor in the manner determined by the Employer.
  2. A form for this purpose will be used.
  3. Flex time for Tech Center staff. Employees who work evenings for the following events (Orientation Night, Center Wide Advisory Committee meetings, Open House, and Student Award Ceremony) will be exempt from working on a day mutually agreed upon by the Tech Center calendar committee. They will not be able to use those events for additional flex time. All teaching/salaried/ paraeducator staff are required to attend these events.

## **ARTICLE 20**

### **HEALTH AND SAFETY CONDITIONS**

- A. An Employee is required to inform his immediate supervisor of any health and safety concerns affecting working conditions and shall promptly report any work related injury on the Employer provided form(s) in accordance with AAESA policy. Supervisors shall promptly investigate and report back to the Employee of any actions taken.
  
- B. If an Employee is infected with head lice at school, which requires the Employee to leave school, that day's absence shall not be deducted from the Employee's sick leave.

ARTICLE 21

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed November 5, 2019, through June 30, 2022, with a wage reopener for the 2021-2022 contract year. Any increases in compensation and fringe benefits shall be effective on the first workday following ratification of this Agreement by both parties.

EMPLOYER  
Allegan Area Educational Service Agency

  
Larry E. Collier, AAESA Board President

  
William D. Brown, AAESA Superintendent

11-5-19  
Date

11/5/19  
Date

ASSOCIATION  
Educational Staff Association of Allegan Intermediate (ESAAl) – MEA

  
Leeann Hanse, ESAAl President

  
Rich Currie, Chair Person

11-5-19  
Date

11/5/19  
Date

  
Christine G. Anderson, UniServ Director, MEA

11/5/2019  
Date

## SCHEDULE A

### HOURLY STAFF COMPENSATION

#### **2019-2020**

Any Paraeducator who was hired on before October 31, 2017, and is currently making less than \$14.80 per hour, shall receive a 5.5% increase to their 2018-2019 total hourly compensation.

Any Administrative Associate/Secretary/Executive Secretary who was hired on or before October 31, 2017, and is currently making less than \$17.00 per hour, shall receive a 5.5% increase to their 2018-2019 total hourly compensation.

Any Custodian who was hired on or before October 31, 2017, and is currently making less than \$12.60 per hour, shall receive a 5.5% increase to their 2018-2019 total hourly compensation.

All other hourly employees shall receive a 3.5% increase to their 2018-2019 total hourly compensation.

#### **2020-2021**

All hourly employees shall receive a 2% increase to their 2019-20 total hourly compensation.

The hourly scale below is used for initial placement for new hires; there is no movement on the hourly scale for current employees.

Hourly Scale	1	2	3	4	5	6	7
Secretary/Receptionist	\$12.29	\$12.83	\$13.39	\$13.94	\$14.48	\$14.90	\$15.87
Administrative Associate	\$13.28	\$13.84	\$14.39	\$14.93	\$15.35	\$16.32	\$17.04
Executive Secretary	\$15.60	\$16.36	\$17.12	\$17.87	\$18.63	\$19.39	\$20.65
Paraeducator	\$11.17	\$11.49	\$12.26	\$12.62	\$13.34	\$13.89	\$15.39
Deaf/Hearing Impaired Technician	\$13.50	\$14.06	\$14.65	\$15.26	\$15.90	\$17.07	
Custodian	\$11.41	\$11.96	\$12.49	\$13.04	\$13.59	\$14.86	
Building Custodian	\$12.76	\$13.33	\$13.85	\$14.41	\$14.94	\$16.22	
Maintenance Technician	\$20.50	\$21.15	\$21.85	\$22.55	\$23.30	\$24.05	
Aquatic Coordinator	\$19.81	\$20.35	\$20.90	\$21.44	\$21.98	\$23.03	
Nurse, COTA, PTA, Audiology Assistant, Behavior Interventionist	\$20.35	\$20.90	\$21.44	\$21.98	\$22.53	\$23.90	
Early College/Career Coordinator	\$17.00	\$18.10	\$18.70	\$19.30	\$19.90	\$20.50	

1. Secretary/Receptionist, Administrative Associate:

- a. Associates degree and/or 60 credit hours earns additional \$1.00 per hour.

2. Executive Secretary:

- a. Bachelor Degree required. Assigned to the Assistant Superintendent of Instructional Services.

3. Paraeducator:

- a. Associates degree and/or 60 credit hours earns additional \$1.00 per hour. Existing Paraeducators already earning \$.75 will receive an additional \$.25.
- b. Longevity earns additional \$.50 per hour with five (5) years or more of service with Employer. Existing Paraeducators already earning \$.18 will receive an additional \$.32.
- c. A one-time off-schedule payment of \$300 will be made on the last payroll in June 2020 to actively employed Paraeducators who are CPI certified.

4. Custodian/Maintenance:

- a. Additional \$1.00 per hour if the person holds a license in plumbing, electrical, HVAC, and/or pool certification (could receive a maximum of \$3.00 per hour). In order to receive the additional compensation, the position must require the certification.

5. Early College/Career Coordinator:

- a. Bachelor's degree earns an additional \$1.00 per hour.



## SCHEDULE B

### SALARIED STAFF COMPENSATION

For 2019-2020, any salaried employee, who was hired January 2014 or prior, as a salaried employee, shall be eligible for up to a 7% maximum added to their 2018-2019 total compensation. All other salaried employees shall receive a 2% increase to their 2018-2019 total compensation.

For 2020-21, any salaried employee, who was hired January 2017 or prior, as a salaried employee, shall be eligible for up to a 5% maximum added to their 2019-2020 total compensation. All other salaried employees shall receive a 2% increase to their 2019-2020 total compensation.

For 2021-22, any salaried employee, who was hired January 2017 or prior, as a salaried employee, shall be eligible for up to a 5% maximum added to their 2020-2021 total compensation.

Salaried Employees who earn a Master's degree shall receive a \$1,250 increase to their current base compensation. This adjustment can occur at two (2) times throughout the year: either (1) at the beginning of the contract year OR (2) at the start of the semester in January. Proof of completion must be provided to Human Resources on or before these two dates.

In order to comply with MCL 388.1764h, the Board will adopt policies to comply with this provision and communicate the details of these policies to all eligible employees before they take effect.

The salary scale below is used for initial placement for new hires; there is no movement on the salary scale for current employees.

<b>Salary Scale</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>
<b>1</b>	\$36,000	\$37,500	\$38,500
<b>2</b>	\$37,300	\$38,500	\$39,800
<b>3</b>	\$38,600	\$40,000	\$41,200
<b>4</b>	\$39,900	\$41,500	\$42,600
<b>5</b>	\$41,500	\$43,000	\$45,000
<b>6</b>	\$43,800	\$45,300	\$47,500
<b>7</b>	\$46,200	\$47,800	\$50,000
<b>8</b>	\$48,700	\$50,300	\$52,500
<b>9</b>	\$51,400	\$53,000	\$55,000
<b>10</b>	\$53,000	\$55,700	\$57,500
<b>11</b>	\$55,100	\$58,000	\$60,000
<b>12</b>	\$57,300	\$60,400	\$62,500
<b>13</b>	\$59,600	\$62,600	\$65,000
<b>14</b>	\$62,000	\$65,000	\$67,500
<b>15</b>	\$64,000	\$66,600	\$70,000
<b>15+</b>	\$66,000	\$69,000	\$72,500

## SCHEDULE C

### FRINGE BENEFITS

#### A. Insurance.

1. *General Provisions.* The Employer agrees to continue to provide throughout the life of this Agreement, premiums for health, dental, disability, vision, and life insurance with a carrier and/or self-funding program established by the Employer. The intent of this provision is to provide the Employer with the ability to obtain alternative carriers for equivalent, comparable or similar coverage. An Employee must meet the eligibility requirements of the insurance carrier or such Employee shall not receive the Employer's contribution. The Employer's sole obligation shall be to pay the insurance premiums. The Employer shall not be responsible for insurance coverage for any time the Employee is not enrolled by the carrier, nor shall the Employer be responsible in the event a dispute arises concerning whether the applicable insurance provides a particular benefit. If an Employee resigns at the completion of his contractual obligation, insurance shall remain in effect until June 30 or August 31, depending on the individual Employee contract.

Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent or duplicate those to which such spouse and/or dependent is entitled under any other insurance plan, it being the intention of the parties that an Employee shall not have double coverage which has no reasonable benefit to the insured.

It is understood that "double health coverage" is prohibited. Any Employee with "double health coverage" shall reimburse the Board for the entire health insurance premium for the length of the school year when discovered.

The insurance contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

#### 2. *Insurance Coverage.*

- a. Effective January 1, 2018, the following three (3) WMHIP health insurance plans will be available: \$500/1000 Deductible Plan, \$250/500 Versatile Plan, \$1350/2700 HSA Plan.
- b. Effective the first day of the month following ratification, the maximum the Board will pay annually for the 2019-2022 contract years will be the hard cap amounts established by the State.
- c. Paraeducators. Paraeducators hired after January 1, 2007 shall be eligible for district paid single subscriber health, dental, and vision insurance coverages. Effective July 1, 2017, paraeducators hired on or after July 1, 2017, and completing five (5) consecutive years of service with the district, shall be eligible to elect two-person or full family district paid health, dental, and vision insurance coverage during the first available open enrollment period. For insurance purposes only, the five (5) consecutive years of service for all paraeducators with a hire date prior to July 1, 2017, begins accruing on July 1, 2017.

- d. Alternative Wage Scale & Benefits. As of July 1, 2017, the alternative wage scale is no longer an option for new enrollees. Hourly employees currently receiving the \$1.00 or \$2.00 Alternative Wage Scale, as of July 1, 2017 shall be eligible to continue that alternative wage until July 1, 2022. After July 1, 2022, the Alternative Wage Scale will no longer exist for any employee.
- e. Section 125 Plan. Any elections made by the Employee that result in an actual monthly premium cost in excess of the Board's contribution shall be paid by the Employee through a section 125 payroll deduction.
- f. The Board will pay the proportionate share of the hard cap per monthly amounts for all part-time staff as described in Article 2, A(9). Examples: Board will contribute \$4,554 for a single subscriber who is an 80% Employee (s=\$379.50) of \$3,415.50 for a single subscriber who is a 60% Employee (s=\$284.63).

B. Fringe Benefits – It is expressly understood and agreed to by the parties that:

- 1. The AAESA shall provide full-family dental and vision insurance through a self-funded program established by the AAESA for the term of the Collective Bargaining Agreement.
- 2. For the purpose of application of the dental and vision programs "full-family" shall be defined as Employee's spouse and dependent children through age eighteen (18), full time high school students through age nineteen (19), and full time college students through age twenty-five (25). This definition shall apply exclusively to the implementation of the dental and vision programs.
- 3. The full family Dental Program shall provide the following benefits:  
  
Class I and II benefits (regular dental care including dentures, bridges, and partials) shall be paid at 90% (ninety percent) of the dental charges. Orthodontic benefits for dependents up to 19 years of age shall be paid at 90% (ninety percent) of the dental charges with a lifetime maximum benefit, per covered individual, of \$1,100 (one-thousand one-hundred dollars.) Class I and II benefits shall have a \$1,300 (one-thousand three-hundred dollars) annual maximum benefit.
- 4. The Vision Program shall provide the following benefits. The schedule of benefits shall be available on a full-family basis with a \$1,100 (one-thousand one hundred) annual full family benefit.

## SCHEDULE OF BENEFITS

Examination by an	
Optometrist	\$55.00
Ophthalmologist	\$110.00
Spectacle Lenses (Pair)	
Single Vision – Clear	\$60.00
Tinted/Coated	\$10.00
Polaroid	\$55.00
Bi-focal – Clear	\$85.00
Tinted/Coated	\$10.00
Polaroid	\$100.00
Tri-focal – Clear	\$110.00
Tinted/Coated	\$10.00
Polaroid	\$125.00
Lenticular – Clear	\$110.00
Tinted/Coated	\$10.00
Polaroid	\$145.00
Frames	\$185.00
Contact Lenses	
Exam (additional to regular exam cost)	\$30.00
Contacts	\$310.00

Limited to one (1) examination, one (1) pair of lenses, one (1) set of frames or one (1) year's supply of contacts.

Schedule increases effective on the first workday following ratification of this Agreement by both parties.

5. *Life Insurance.* All Employees shall receive \$10,000 of life insurance.
  
6. *Cafeteria Option.* The Board shall establish a Cafeteria Plan in accordance with Section 125 of the Internal Revenue Code. The Cafeteria Plan shall provide Employees who are eligible for health, dental and vision insurance with the option to receive cash in lieu of such insurance. If the Employee elects a cash option in lieu of health, dental and vision insurance, the amount of the cash option shall be equal to \$230 per pay period. An Employee may elect to defer such cash into an IRS 403b account. To do so, the Employee may be required to enter into a salary reduction agreement. An Employee who opts to use the cash option to purchase an annuity must notify the business office, in writing, of this intention no later than October 1. Payments to annuity companies on behalf of Employees will not commence until all of the proper forms and documentation are filed with the business office. Employees electing the cash option shall complete the Appendix E form annually.

Technical & Education Center Staff Assigned as Advisor to a Student Organization shall receive the following compensation:

TABLE 1A

CONTESTANTS	LEVEL	REMUNERATION
1 or more	REGIONAL	\$450
1 or more	*STATE	\$300
1 or more	NATIONAL	\$450

\*If an instructor does not have a competition available to them for their program content at the regional level and his students go only to the state level, that instructor shall receive the \$450 stipend only at the state level.

7. Recommendation for CTSO (Career & Technical Organization) advisors is provided only when student contestants are officially enrolled as members in their respective CTSO.
  8. Any local competitions held do not require an officially enrolled member status – this is done as a cost saving matter to the AAESA.
  9. The total remuneration found in Table 1A is for any one advisor, and is limited to \$1,200 in any one academic calendar year.
  10. Only State Department of Education or otherwise approved recognized Career & Technical Student Organizations will qualify for stipends in Table 1A (FFA, HOSA, Skills USA, BPA, and DECA).
  11. Career & Technical Student Organization advisors will be responsible for submitting an “Annual Activity Summary Report” at the completion of the competitive year for their Career & Technical Student Organization, to be approved by the administration prior to payment. (This typically would occur shortly after national competition).
  12. “Active Student Members” are calculated on a per advisor basis by training program.
- C. Student Organization Advisor Responsibilities. The responsibilities include but are not limited to the following:
1. Recruit students into the Career & Technical Student Organization.
  2. Assist in organizing the Career & Technical Student Organization Chapter(s) (elect officers, register members, communicate with state and national Career & Technical Student Organizations, arrange for dues, fees, etc. to be collected and paid, etc.).
  3. Work cooperatively and in a timely manner to provide the administration with the necessary information to arrange for transportation, lodging, registrations, etc. for local, state, and national competitions.
  4. Infuse the Career & Technical Student Organization activities into the program curriculum. Make the Career & Technical Student Organization co-curricular as opposed to extra-curricular.

5. Communicate with parents and local schools regarding student participation in Career & Technical Student Organization planned activities.
6. Work cooperatively with other advisors in planning, organizing, attending, chaperoning, etc. of Career & Technical Student Organization activities.
7. Attend, participate in, and assist students in participation in Career & Technical Student Organization leadership activities, seminars, competitions, etc.
8. Work cooperatively with Career & Technical Student Organization Advisors from other schools in the region or state to plan and implement competitions.
9. Prepare and implement local competition for students as per guidelines in rules or bylaws of the appropriate Career & Technical Student Organization.
10. Teachers or advisors are expected to accompany, chaperone, and supervise Career & Technical Student Organization students at local, district/regional, state, and national events.

D. Mentor Teacher Compensation. A mentor teacher will be assigned to each probationary teacher who is in his first four (4) years of employment in classroom teaching and to each probationary teacher previously tenured in another district who is in his first two (2) years of employment in this district. The assignments shall be made by the Administration with input from the Association. The mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non- threatening, collegial fashion.

A mentor shall be assigned by the employer in accordance with the following:

1. Participation of bargaining unit members as a mentor shall be voluntary.
2. If a mentor is a bargaining unit member, he shall be compensated at the rate of \$400 per teacher, per school year, with no mentor being assigned more than two (2) teachers.
3. Each mentor shall receive a job description and training. The Association and Administration will work together in order to accomplish these tasks.
4. The Administration and the Association agree the relationship shall be confidential and the mentor and teacher shall not evaluate each other.
5. Neither the mentor nor the teacher may refuse to truthfully disclose facts during a Board investigation of Employee misconduct.
6. Nothing in this article precludes the Administration from soliciting individuals outside the Association to serve as mentors, as provided in the State of Michigan School Code.
7. Appendix C – Mentor Agreement

The Administration may choose to extend the mentoring relationship beyond the minimum requirements.

## Exhibit A - Annual Letter

# INCLEMENT WEATHER PROCEDURE SCHOOL CLOSURE, DELAYED STARTS, EARLY DISMISSALS Effective July 1, 2017

The following procedure will assist Employees regarding their responsibilities during an inclement weather situation.

### **Notification**

The AAESA utilizes the School Messenger Alert System to contact all Employees in the event of a closing, shutdown or delay. Although the media is notified, staff members need to be aware that from time to time the media displays inaccurate information. The School Messenger system is the official method for AAESA notifications. Please contact the IT Help Desk if you need further information regarding this system.

### **Definitions**

There are two types of closings, a **general closing** and a **complete shutdown**:

**General Closing:** Student programs identified by the School Messenger notification will not be in operation.

**Complete Shutdown:** No programs will be operational. No buildings will be open. A complete shutdown determination will be made by the Superintendent. (Note: A complete shutdown is always preceded by a general closing.)

### **Instructional Staff:**

Teachers and paraprofessionals who directly deliver instruction at ACATEC or Hillside Main Campus.

### **Determination – Instructional Staff**

1. ACATEC and Hillside Main Campus follow Allegan Public Schools decisions to close, delay, dismiss early.
2. The Education Service Center, Hillside, and Tech Center evening programs will remain open unless the Superintendent deems that conditions warrant closing.

### **Reporting to Work – Instructional Staff**

1. Instructional Staff do not report to work in a *general closing*.
2. Instructional Staff do not report during a *complete shutdown*.
3. Instructional Staff report two (2) hours later than their normal reporting time during a *delayed start*.
4. Instructional Staff will be notified by their immediate supervisor regarding their dismissal time for an *early dismissal*.

### **Employee Discretion – Instructional Staff**

1. If an Instructional Staff member deems it unsafe to drive, he should contact his immediate supervisor to make arrangements.
2. An Instructional Staff member who is unable to report to work at the normal time will be required to use Personal Leave or Flex Time pre-arranged with supervisor.

**Local District Assigned Staff:**

Staff who primarily work in local districts including YAC, Martin Campus, Early-On®, Teacher Consultants, GSRP.

**Determination – Local District Assigned Staff**

1. AAESA programs located in other LEAs (e.g. GSRP, YAC, and Martin Campus) will follow the local (operating) district's lead in closure, delaying, or dismissing early.
2. The Educational Services Building, Hillside, and Tech Center evening programs will remain open unless the Superintendent deems that conditions warrant closing.

**Reporting to Work – Local District Assigned Staff**

1. Local District Assigned Staff are to follow the procedures for their assigned district for closing, delayed start, and early dismissal.
2. Local District Assigned Staff do not report if AAESA has a *complete shutdown*.

**Employee Discretion – Local District Assigned Staff**

1. If Local District Assigned Staff member deems it unsafe to drive, he should contact his immediate supervisor to make arrangements.
2. A Local District Assigned Staff member who is unable to report to work at the normal time will be required to use Personal Leave or Flex Time pre-arranged with supervisor.

**Non-Instructional Staff:**

All other Employees.

**Determination – Non-Instructional Staff**

1. The Education Service Center will only close in a *complete shutdown* as determined by the Superintendent.
2. The Education Service Center, Hillside, and Tech Center evening programs will remain open unless the Superintendent deems that conditions warrant closing.

**Reporting to Work – Non-Instructional Staff**

1. Non-Instructional Staff are to report to work at their normal time in the case of a *general closing* or *delayed start*, unless instructed otherwise.
2. Non-Instructional Staff need not report in the event of a *complete shutdown*.
3. Non-Instructional Staff will be notified by their immediate supervisor if they may be dismissed early due to inclement weather.

**Employee Discretion – Non-Instructional Staff**

1. Non-Instructional Staff should monitor weather conditions on days when some schools or programs have closed or delayed.
2. If a Non-Instructional Staff member deems it unsafe to drive, he should contact his immediate supervisor to make arrangements.
3. A Non-Instructional Staff who is unable to report to work at the normal time will be required to make up the time at the end of the day, use vacation time, personal day, or a NSWD. Non-Instructional staff are to communicate with immediate supervisor prior to altering their work schedule.

*NOTE: Staff members who are unsure to which of the three (3) groups above they belong should seek clarification from their immediate supervisor.*



## Appendix A

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### BENEFITS & PROTECTIONS

### ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

### REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

### ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

## 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

## www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



# Appendix B

## 2019-2020

### 12-Month Calendar

July '19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January '20						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Holidays - AAESA District Closed

No Students - Common County Calendar

Student Count Days: Fall 10/2 Supplemental - 2/12

August '19						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jul 04	Independence Day Holiday
Jul 5,12,19,26	AAESA Closed Fridays
Aug 30	Labor Day Weekend-No Students
Sep 2	Labor Day - No Students
Oct 02	Fall Student Count Day
Nov 28	Thanksgiving Break
Nov 29	Thanksgiving Break
Dec 23-31	FYI Only-No Students-Winter Break
Dec 23-25	Holiday Break
Dec 30	Floater Holiday
Dec 31	New Year's Holiday
Jan 01	New Year's Holiday
Jan 1-3	FYI Only-No Students - WinterBreak
Feb 12	Supplemental Student Count Day
April 6-10	FYI Only-No Students - Spring Break
* Apr 10	FYI Only-Good Friday
May 25	Memorial Day

February '20						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

September '19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March '20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October '19						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April '20						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November '19						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May '20						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December '19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June '20						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

# 2019-2020

## AAESA

### Ancillary Calendar

Green = Student Days
Pink = No Students, Locals Closed
AAESA Midwinter Break* No Staff
Staff Only Days
No Staff or Students

#### July '19

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

#### January '20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

20 student days

#### August '19

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug 26-29	Staff Only
Aug 30	Labor Day Holiday
Sept 2	Labor Day Holiday
Oct 02	Fall Student Count Day
Nov 27	Thanksgiving Break
Nov 28	Thanksgiving Break
Nov 29	Thanksgiving Break
Dec 23-31	Holiday Break
Jan 1-3	Holiday Break
Feb 12	Spring Student Count Day
Feb 21	Mid-Winter Break*
Feb 24	Mid-Winter Break*
Apr 03	No Staff or Students
April 6-10	Spring Break
May 08	EOY Celebration
May 25	Memorial Day
Jun 09	Last Day Students

Four additional days (30 hours) will be added to this calendar in order to meet the needs of Balanced Calendar service compliance. Three days in July & August 2019 and 1 day in June 2020. Staff will identify days to be worked and submit them to their supervisor

Student Days = 180  
Staff Days = 187

#### February '20

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

18 Student Days

#### September '19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20 student days

#### March '20

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22 student days

#### October '19

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23 student days

#### April '20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16 Student Days

#### November '19

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

18 Student Days

#### May '20

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20 student days

#### December '19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15 Student Days

#### June '20

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

7 student days



# 2019-2020

## Hillside Traditional Calendar

July '19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August '19						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September '19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20 student days

October '19						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23 student days

November '19						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

18 Student Days

December '19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15 Student Days

Green = Student Days (180)
District Closed (No Students, No Staff)
End of Term (see below)
Early Release: Students dismissed 2 hours early
Staff Only (No Students)
District Professional Development (No Students)
Student Count Days: Fall 10/2 Supplemental - 2/12

Aug 22	Staff Only - PD
Aug 27	Staff Only - PD
Aug 26, 28-29	Staff Only
Aug 30	Labor Day Holiday
Sept 2	Labor Day Holiday
Oct 02	Fall Student Count Day
Nov 27	Thanksgiving Break
Nov 28	Thanksgiving Break
Nov 29	Thanksgiving Break
Dec 23-31	Holiday Break
Jan 1-3	Holiday Break
Feb 12	Spring Student Count Day
Feb 20	Staff Only - PD
Feb 21	Mid-Winter Break*
Apr 03	Spring Break
April 6-10	Spring Break
May 08	End of Year Celebration
May 25	Memorial Day
Jun 10	Students-Last Day
June 11	Staff Only

SCHEDULE	
Students	8:30-3:00 (full day) 8:30-1:00 (early release)
Paraeducators	8:00-3:15
Teachers/Ancillary	8:00-3:30

NOTE**Students have full day on end of term dates.
Half day sub will be provided for traditional calendar main campus teachers on these four dates above.
Progress Reports sent home 11/4, 1/20, 3/23, 6/10

Holiday Break follows Common County Calendar. If local districts receive waivers to adjust, Hillside Main Campus will follow ACATEC's break

January '20						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

20 student days

February '20						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

18 Student Days

March '20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22 student days

April '20						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16 Student Days

May '20						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20 student days

June '20						
S	M	T	W	T	F	S
						1
2	3	4	5	6		
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8 student days

# 2019-2020

## Hillside Year Round Calendar

### July '19

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8 Student Days

### August '19

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

10 Student Days

### September '19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20 Student days

### October '19

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

17 Student Days

### November '19

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

16 Student Days

### December '19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15 Student Days

### January '20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

19 Student Days

### February '20

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

15 Student Days

### March '20

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22 Student Days

### April '20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

14 Student Days

### May '20

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11 Student Days

### June '20

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

13 Student Days

Green = Student Days (180)
District Closed (No Students, No Staff)
Progress Reports sent home
Early Release: Students dismissed 2 hours early for Prof. Dev.
Staff Only (1/2 Records, 1/2 TBD w/ Admin)
District Professional Development (No Students)
Student Count Days: Fall 10/2 Supplemental - 2/12

Jul 04	Independence Day
Aug 26-28	Staff Only/Professional Development
<small>*Aug 26 number of professional development hours TBD based on MDE criteria</small>	
Sep 02	Labor Day
Oct 02	Fall Student Count Day
Oct 14-18	Fall Break
Oct 25	Staff Only
Nov 25-29	Thanksgiving Break
Dec 23-Jan 3	Holiday Break
Jan 17	Staff Only
Feb 12	Spring Student Count Day
Feb 17-21	Mid-Winter Break
Apr 02	Staff Only
April 3-13	Spring Break
May 08	End of Year Celebration
May 18-29	Spring Break II
May 25	Memorial Day
Jun 12	Staff Only
June 22-30	Summer Break I
Progress Reports sent home 10/28, 1/20, 4/14, 6/19	
<b>WEST SCHEDULE</b>	
Students	8:30-3:00 (full day)
	8:30-1:00 (early release)
Paraeducators	8:00-3:15
Teachers/Ancillary	8:00-3:30
<b>YAC SCHEDULE</b>	
Students	7:45-2:15 (full day)
	7:45-12:15 (early release)
Paraeducator	7:30-2:45
Teachers/Ancillary	7:15-2:45
<p><i>Holiday Break follows Common County Calendar. If local districts receive waivers to adjust, Hillside Main Campus will follow ACATEC holiday break.</i></p>	

# 2019-2020

## ACATEC Calendar School Year (pre-labor day start)

Green = Student Days (180)

Pink = Closed (No Students)

Purple = NOT MANDATORY

Staff Only

District Professional Development Days - no students  
Student Count Days: Fall 10/2 Supplemental - 2/12

Aug 26-27 Staff Only

Aug 28-29 Students

Aug 30 Labor Day Holiday-No Students

Sep 02 Labor Day Holiday-No Students

Oct 02 Fall Student Count Day

Nov 27 Staff PD

Nov 28 Thanksgiving Break

Nov 29 Thanksgiving Break

Dec 23 Holiday Break

Dec 24 Holiday Break

Dec 25 Holiday Break

Dec 26 Holiday Break

Dec 27 Holiday Break

Dec 30 Holiday Break

Dec 31 Holiday Break

Jan 1-3 Holiday Break

Feb 12 Spring Student Count Day

Feb 21 Mid winter break-No students

Feb 24 Staff PD day no students

Apr 03 Staff day off for 5 evenings worked

Apr 06 Spring Break

Apr 07 Spring Break

Apr 08 Spring Break

Apr 09 Spring Break

Apr 10 Spring Break

May 25 Memorial Day

Jun 08 Last Day Students

Jun 10 Last Day for Staff

Green days show 180 student days

TOTAL Staff Days 186 - with 5 evenings worked

NOTE\*\*\* Districts choosing to take days off for mid-winter break are asked to take them during the week of 2/17/20-2/21/20

### July '19

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### August '19

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2 2 Student Days

### September '19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20 20 Student days

### October '19

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23 23 Student Days

### November '19

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

18 18 Student Days

### December '19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15 15 Student Days

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### January '20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

20 20 Student Days

### February '20

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

18 18 Student Days

### March '20

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22 22 Student Days

### April '20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16 16 Student Days

### May '20

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 20 Student Days

### June '20

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

6 6 Student Days

102

180

**Appendix C**



**Mentor Agreement**

This Agreement is made between \_\_\_\_\_ (Mentor) and Allegan Area Educational Service Agency Administration for the purpose of providing collegial support to \_\_\_\_\_ (Colleague) for the \_\_\_\_\_ school year.

The mentor shall be available to provide professional support, instruction, and guidance. The purpose of this assignment is to provide a peer who can offer assistance, resources, and information in a collaborative, non-threatening collegial manner. In the event that a Mentor is not available inside the organization, an individual outside the organization may be solicited

The Mentor shall be assigned in accordance with the following:

1. The position of Mentor will be assigned by a Leadership Team Member
2. The position of Mentor is voluntary and mutually agreeable between both Mentor and Colleague
3. The Mentor shall receive a \$400 stipend, per school year\*
4. The Mentor shall receive a copy of the job description for the position being mentored; and by request, receive training
5. The Mentor shall take the lead in establishing 10 consistent meetings, approximately one per month, with no less than 300 minutes over the course of the school year.
6. The mentor will be provided a fillable electronic Contact Log to record all contact between mentor/mentee and turned in with this signed document at the completion of the school year.
7. The relationship between Mentor and Colleague shall be confidential and the Mentor and Colleague shall not evaluate each other
8. The assigning administrator will establish the duration for the relationship at its onset; and will at a minimum, evaluate its success at 6-month intervals.
9. The Original Mentor Agreement and Contact Log are to be turned in at the end of the school year to assigned Leadership Team Member.

I have read and agree to the responsibilities as outlined.

\_\_\_\_\_  
Mentor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleague

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leadership Team Member

\_\_\_\_\_  
Date

\*Stipend to be paid annually at the completion of the school year following evidence of Mentor Agreement and a Contact Log; highlighting topics covered.





**ALLEGAN AREA EDUCATIONAL SERVICE AGENCY  
MENTOR/COLLEAGUE CONTACT LOG**

MENTOR \_\_\_\_\_

COLLEAGUE \_\_\_\_\_

DATE	DURATION Of Meeting (in minutes)	TOPICS (bulleted)	MENTOR SIGNATURE	COLLEAGUE SIGNATURE

**Appendix D**  
**ESAAI GRIEVANCE FORM**

General information		
Grievant		Grievance #
Job title	Building	Immediate Supervisor (IS)
Best contact	Date of occurrence (must notify within 10 days)	
Date of conference (must take place w/in 5 days of notification of issue)		
<b>If not satisfied with the resolution of your problem, the Association has ten (10) days from the date of the informal conference above to file a written grievance and set formal grievance procedure in motion.</b>		
Level 1 Formal Statement of Grievance to Supervisor (use additional pages as needed)		
Citations		
Relief sought		
Grievant/representative signature/date		Date of Level 1 formal conference
		(within 5 days of filing date)
Immediate Supervisor Response (10 days to respond from date of Level 1 conference)		
Supervisor Signature/date		Grievant has 5 days to request Level 2 conference

**Level 2 Formal conference with Superintendent**

Level 2 formal conference must take place within 5 days of receipt of written response.

Date and time of meeting

**B.) Level 2 Superintendent disposition and signature (attach additional pages if necessary)**

Written response shall be received by Grievant within 10 days of Level 1 conference.

**C.) Level 2 Grievant disposition and signature (attach additional pages if necessary)**

Written decision to move to Level 3 shall be made within 5 days of receipt of written response of Superintendent.

**Level 3 Agreement to mediate**

Mediation shall be agreed upon by both Superintendent and Grievant within 5 days of Grievant's disposition date above.

Superintendent requests mediation Yes / No  
Grievant requests mediation Yes / No

**Mediation conference**

Scheduling of mediation conference shall be initiated by Grievant within 5 days of agreement to mediate.  
All parties agree to reasonably facilitate scheduling.

Date and location of mediation

Outcome

**Level 4 Decision to arbitrate**

Written decision to move to Level 3 shall be made by Grievant within 10 days of mediation conference.

Date and decision of Grievant/Association

**Level 4 Selection of arbitrator**

Arbitrator selection shall take place per collective bargaining agreement within 5 days of decision to arbitrate.

**Level 4 Outcome of arbitration (attach)**

Arbitration shall take place per collective bargaining agreement.  
Arbitrator shall be asked to provide decision within 30 calendar days.

Appendix E



**CASH OPTION ELECTION**

I have reviewed the Health, Dental, and Vision benefit packages offered by the AAESA and understand my choice to decline all benefits. In lieu of said benefits, I elect to enroll in the CASH OPTION offered.

**EMPLOYEE CIL – AMOUNT PER PAY**

\$230.00 per pay - I decline health, dental and vision benefits

By signing below, I certify that I have access to other medical coverage through another provider/source and will provide proof of such other coverage upon request by the Employer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

# Letter of Agreement

Between the

Allegan Area Educational Service Agency

And the

Educational Staff Association of Allegan Intermediate, MEA/NEA

## RE: Cash in lieu (CIL) of health coverage

The Allegan Area Educational Service Agency (AAESA) and the Educational Staff Association of Allegan Intermediate (ESAAI) mutually agree to the following:

1. As of November 5, 2019, any association member that carries CIL from that date forward shall receive CIL benefits in the amount of \$230 per payroll.
2. As of November 5, 2019, any association member that carries CIL and also carries the district provided group dental/vision coverage(s) shall receive CIL benefits in the amount of \$185 and continue with their dental/vision coverage(s) until December 31, 2019. Beginning January 1, 2020, the dental/vision coverage(s) will terminate and the CIL benefit will be in the amount of \$230 per payroll.
3. This Letter of agreement shall neither set a precedent nor establish a practice.

William Brown, Supt.

For the Board of Education

Deann E. Hanse

For the Association

Dated: 1/15/2020