

AGREEMENT

BETWEEN

ALLEGAN PUBLIC SCHOOLS

AND

**ALLEGAN EDUCATION ASSOCIATION
MEA-NEA**

2019-21

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AGREEMENT

This Agreement is made by and between the Allegan Public Schools, Allegan County, Michigan (hereinafter called the “Employer”), and the Allegan Education Association (hereinafter called the “Association”):

ARTICLE 1 **Recognition**

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Public Act 112, for certified teaching personnel, school social workers, school psychologists, and occupational therapists; including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, and remedial reading teachers employed by the Employer, but excluding certified and non-certified supervisory and executive personnel, teaching principals, Headstart teachers, substitute teachers, temporary teachers, office and clerical employees, and all other employees. The term “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in this paragraph. The term “teacher” means a certified person whose employment is subject to the Michigan Teachers’ Tenure Act. The term “ancillary staff” refers to non-certificated persons whose employment is not subject to the Michigan Teachers’ Tenure Act. “Temporary Teacher” means a person who is certified and qualified to serve as a replacement for a regularly employed teacher on either a day-to-day basis or for less than sixty (60) continuous scheduled work days during a school year.

ARTICLE 2 **Board of Education Rights**

The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment, to establish written personnel and other policies;
2. To hire all employees, to determine their qualifications, without discrimination as to race, creed, religion, or national origin, and subject to the provisions of law, to determine their qualification and the conditions of their continued employment, or their dismissal or demotion, and to promote, transfer and retire all such employees.
3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Employer;

4. To manage the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To establish class schedules, the hours of instruction, and duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching school activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and 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.

ARTICLE 3 **Association Rights and Responsibilities**

In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights and responsibilities expressly set forth herein and provided by statute, the following rights and responsibilities:

- A. The Association may use designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities. All materials shall bear the name of the Association and the name of the person authorizing the posting thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed material shall be derogatory to the Employer or to any employee.
- B. The Association shall have the right to use school building facilities for meetings on the basis of scheduling the building for said meetings on the same basis as other community organizations within the school district, as long as the Association has a current Contract with the Employer.
- C. The Association, upon request and subject to scheduling by the Employer, shall have the right to use school computers, connectivity and other related equipment within the following guidelines:
 1. Portable technology (i.e. laptops, tablets, etc.) may be used off school premises for school-related purposes. No other equipment shall be moved from school premises without approval.
 2. No such equipment shall be used for any election campaign purposes.
 - a. The Association shall pay the cost of materials, supplies, and damages to the equipment incident to such use.
 - b. The Association shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such equipment and/or materials.

- D. The Association may use employee mail boxes and/or Employee's District e-mail in each school building to distribute Association materials. The Association shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the use of mailboxes or in connection with the materials distributed thereby.
- E. The Association shall promptly notify the Employer in writing of the names of its officers, which notice shall remain in effect until superseded by a new written notice.
- F. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that the provisions of this Agreement 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. The Association has been granted valuable benefits under this Agreement by the Employer, including, but not limited to, the collection of the Association's dues, and use of certain Employer facilities. In consideration of such benefits and to make meaningful the Association's covenant, if the Association materially violates this section, the Employer, in addition to any legal or equitable rights which it may have, shall have the right to suspend or terminate any or all of the benefits granted the Association under this Agreement.
- G. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representative 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.

ARTICLE 4
Employee Rights and Responsibilities

Nothing contained herein shall be construed to deny or restrict any employee rights or responsibilities as provided for under the laws of the State of Michigan or the United States. Rights and responsibilities noted herein shall be deemed to be in addition to those provided elsewhere.

- A. Membership in the Association shall not be required as a condition of employment.
- B. The Employer and the Association agree that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.
- C. Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that those standards include the following:
 - 1. Maintaining a level of professional competence as may be required to adequately discharge his/her professional responsibilities which are within the scope of his/her certification.

2. Adequate prior preparation for a professional assignment. Such preparation includes the development of lesson plans, teaching aids or other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the employee or as may be required in the absence of such employee. New staff are required to attend a three (3) day orientation prior to the beginning of the employee's first year of employment, or as soon as can be scheduled by the Administration. Orientation shall include ISD orientation, local building orientation, district orientation, AEA orientation and mentor orientation. Existing staff shall be required to complete annual updates necessary in the areas of Right to Know, Blood Borne Pathogens, State and Federal Laws, and/or other areas which may be identified by law.
3. Sensitive to the stated, expressed needs and desires of his/her students and parents.
4. Maintaining such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.
5. Refraining from engaging in outside activities which materially interfere with the performance of his/her professional assignments.
6. The prompt notification of the Employer of any physical or mental condition which may reasonably impair the ability of the employee to adequately discharge the employee's professional responsibilities.
7. The obligation not to knowingly withhold or misrepresent material information concerning the employee's professional qualifications, the discharge of the employee's professional duties, or the eligibility or the employee to receive any benefits from the Employer.
8. The employee shall check his/her voice messages and e-mail daily during the school year.

ARTICLE 5
Employee's Hours

- A. Employee's daily hours shall consist of pupil contact time and employee preparation time. Pupil contact time shall be defined as the time the employee shall be required to instruct and/or supervise students. Employee preparation time shall include time for lesson planning, curriculum study, curriculum council, a reasonable number of employees' meetings, parent conferences, student conferences, and administrator conferences.
- B. The employee's normal professional day will include the following:
1. A 30 minute duty free lunch period.
 2. A normal work day not to exceed a total of 6 hours and 45 minutes of pupil contact time and employee preparation time, not including the duty-free lunch period, as scheduled by the Employer.
 3. Preparation time for all regular, specialists, special education employees shall be a minimum of two hundred fifty (250) minutes per week (during a normal 5-day school week).

All regular, specialists, special ed employees, in grades K-5 shall be responsible for taking their classes to recess. Teachers may combine classes to provide supervision for recess, but no teacher may supervise more than two (2) classes. All students will be provided a minimum of one (1) fifteen (15) minute recess three times per week. Each building will meet to discuss scheduling and other parameters of recesses.

K-5 employees shall have a minimum of fifty-four (54) consecutive minute planning periods five (5) times per week.

Secondary employees shall have one (1) period each day. The period shall be defined by the building schedule. All employees' planning periods shall be scheduled during the student day.

Any deviations from Article 5,B,3 must be mutually agreed upon by employee and District. The District will notify the Association of any deviations.

4. Employees shall be required to attend meetings that deal with such professional matters as curriculum study, curriculum council, a reasonable number of employees' meetings, parent conferences, administrator conferences, etc. Whenever possible such meetings shall be scheduled at the most advantageous time of day for each building staff. A maximum of eight (8) meetings of no more than 60 minutes beyond the employee day may be scheduled annually, with a list of regular staff meetings scheduled provided to the employee prior to September 15th. If any of the eight (8) staff meetings are scheduled in the morning prior to the start of the employee day, the meeting may be no more than 20 minutes prior to the employee day. There will be a minimum of three (3) days notice given, should there be

any schedule deviation (changes, deletions, additions) from the staff meeting scheduled prior to September 15th.

During the employee-pupil contact time, employee attendance at any committee or school improvement planning meetings shall be voluntary.

This provision shall not apply to paragraph three (3) of Article 18 - Regular Education Initiative.

- C. When an employee finds it necessary to leave work for emergency reasons during working hours, the principal of the building or a member of the administrative team shall be consulted. A reasonable effort shall be made to grant such a request.
- D. The school calendar as mutually agreed upon by the Employer and the Association is in Appendix E. There shall be no deviation from this calendar without mutual agreement. A calendar shall contain 15 hours of parent-teacher conference time.
- E. Any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be rescheduled shall be scheduled as student instruction days immediately prior to the last student attendance day in June. However, by mutual agreement of the Employer and Association, re-scheduled days may be scheduled at other times. Professional compensation to employees shall not be reduced because of such school closings and make up days shall not be reduced because of such school closings and make up days shall be rescheduled with no additional salary paid to employees.

While the opening of school is delayed due to emergency or inclement weather, the employee's reporting time shall be adjusted in accordance with the length of the delay.

- F. Preparation time shall be used for the preparation of professional assignments, grading of examinations, conferences, and related professional activities. A duty-free lunch period shall not be interrupted by assigned activities. Each employee shall participate in activities which have customarily been performed by employees and by the Employer. The normal work week for part-time employees shall be adjusted on an individual basis in accordance with the number of hours employed and in accordance with the duties assigned.
- G. The Board of Education encourages attendance at Board approved school-related conferences or workshops. The Board may allow two (2) days of absences each year for conference or workshop visitation without loss of pay. Upon application and approval by the Administration, the Board shall approve payment of expenses for conferences or workshop visitation as it deems reasonable. Additional days for Board approved conferences or workshops, and payment of expenses, may be approved if prior application is made to the Administration. Scheduling and attendance at conferences or workshops is subject to administrative approval.

ARTICLE 6
Professional Assignments

- A. A vacancy shall be defined as a position that was caused by the resignation, retirement, transfer, termination or created/modified by the employer.
- B. All vacancies described in the above section shall be posted in each building on the appropriate bulletin boards for ten (10) working days during the school year. In addition, for all employees, all postings will be sent to the employee's school e-mail address.
- C. The employer in filling ancillary staff positions shall consider:
 - Highly Qualified based on MI State DOE requirements
 - Certification/ESEA Qualification
 - North Central guidelines
 - Seniority
 - Prior experience
 - Other factors as identified in the posting.
- D. When the vacancy occurs during the school year to avoid undue disruption, the employer may fill the position temporarily. The position shall be posted at the end of the school year. The term "assignment" as used in this paragraph means assignment within the subject matter of instruction in the middle school and senior high school, and grade level in elementary school.
- E. It is agreed by the parties that from time to time it is in the best interest or necessary to transfer employees.

Transfer is not caused by an opening as described earlier and it does not require posting. When a need for transfer occurs, the Employer shall request volunteers. If no volunteers are available, then the factors used to fill vacancies shall be used to complete the transfer.
- F. Employees hired after July 19, 2011 with more than five (5) years experience in another district shall be termed probationary for up to two (2) years, but shall not be subject to the requirements of Section 1526 of the School Code. Employees hired before July 19, 2011 with more than four (4) years experience in another district shall be termed probationary for up to two (2) years, but shall not be subject to the requirements of Section 1526 of the School Code. Employees in their first three (3) years of employment shall be subject to the terms of Section 1526, calling for the IDP process, identification of mentor, and professional development requirements as described in parts:
 - a. A mentor will be assigned by the Administration to the Association member mentee upon entrance of the employee into the system. The mentor insofar as possible shall be a tenured employee in the same building, grade or discipline as the probationary employee. It shall be the duty of the mentor to assist and counsel the mentee in acclimating to the teaching profession and the school system.
 - b. As a condition of continued employment, each probationary employee subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary employee for either the time connected with completion of the requirements, or for other associated costs such as enrollment courses and/or registration fees.

- B. A Mentor Teacher shall be assigned to each teachers for the period of time consistent with state law. In addition to what is required by state law, the district will provide one year of mentorship to new tenured and non-tenured teachers to the district who have already received their legally required mentorship in another district. The Mentor Teacher will be assigned by the Administration to provide support, instruction and guidance. The purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the employee to the duties of the job, and to provide necessary assistance to provide quality instruction. The Board and Association agree the relationship shall be voluntary, confidential and shall not, in any fashion, be a matter included in an evaluation.

A Mentor Teacher shall be assigned in accordance with the following:

1. Every effort will be made to provide a match that best meets the needs of the mentee. Considerations will include but are not limited to; content area, building acclimation, and grade level. Mentee input will be considered in the selection process.
 2. Mentor Teachers will be assigned only one (1) mentee at a time, unless the Mentor agrees to take more than one (1) at the request of the Administration. Once a Mentor accepts the position, he/she will continue in that position for the duration of the mentorship period unless the Administration agrees to release the Mentor from the responsibilities or the Administration re-assigns the Mentor.
 2. The Administration has the right to assign a Mentor Teacher from the ranks of retired professional or college professionals in the event where no one on the staff will willingly serve or where there isn't a staff member with the same certification as the mentee
 3. Discussions concerning providing mentorship beyond the legal requirements will occur upon the request of the administration or mentee.
- F. The voluntary assignment of Appendix C activities is a responsibility of the Employer, and it shall be equitably carried out after discussing the assignment with the employee. Careful consideration shall be given to teaching load, experience, interest, and ability. An employee shall not have tenure in any extra-curricular assignment as listed in Appendix C. An extra-curricular assignment may be temporarily or permanently discontinued.
- G. The Employer agrees to maintain an up-to-date list of substitute employees. Once an employee has reported unavailability, it shall be the responsibility of the Employer to arrange for a substitute employee. In the absence of a regular classroom employee, when the Employer has made reasonable effort and has been unable to secure a substitute employee, the Employer may place the students under the supervision of an administrator, if available or a volunteer employee. If the employee volunteers, the compensation shall be according to Article 9 G.
- H. No provision of the Master Agreement shall violate any state or federal law or regulation. The parties agree to bargain any impact of any changes or new laws or regulations not related to prohibited subjects.
- I. An ancillary staff employee transferred, due to a reduction in staff, shall be placed on an "Involuntary Transfer" list. The ancillary staff employee shall be returned to his/her position as that position becomes available. The reassignment shall be completed at the beginning of the next school year or next semester if available. If the transferred ancillary staff employee

voluntarily chooses another opening, their name shall be removed from the “Involuntary Transfer” list.

ARTICLE 7
Ancillary Staff

- A. The Employer shall be responsible for the evaluation of each ancillary staff employee in the performance of his/her professional duties. Formal evaluations shall conform to the following guidelines:
1. The primary purposes of evaluation shall be to maintain a high quality of instruction in the Allegan Public School system.
 4. The formal evaluation instrument shall be the same for all ancillary staff employees. (See Appendix D)
 - 3.

ARTICLE 8
Ancillary Staff Discipline Procedure

- A. No ancillary staff employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
- B. It is agreed and understood that the system of ancillary staff discipline is as follows:
1. Discussion of problem.
 2. Verbal warning.
 3. Written warning included in personnel file.
 4. Suspension with pay.
 5. Suspension without pay of not more than fourteen (14) days.
 6. Dismissal.

It is recognized that the seriousness of a problem may cause the problem to initially be dealt with at a higher level than in the order of discipline as listed above. For example, it could start at Step 5.

- C. An employee shall be entitled to have present a representative of the Association for any disciplinary action.
- D. Each employee shall have the right upon request to review the contents of his/her own personnel file at reasonable time. The credentials and references shall not be subject to review. A representative of the Association may accompany the employee in such a review. Nothing shall be placed in the personnel file without prior knowledge of the employee.

ARTICLE 9
Professional Compensation

- A. The salaries of employees covered by this Agreement are set forth in the appendixes which are attached hereto and incorporated in this Agreement. Each employee shall have the yearly option of receiving his/her salary in one of the following ways:
1. Each employee hired after July 1, 1987, shall receive his/her total salary divided into twenty-four (24) equal payments on the fifth (5th) and twentieth (20th) of each month. If the 20th of the month falls on a holiday or weekend, the payday will be on the first business day immediately following.
 2. Employees employed in the District prior to July 1, 1987, may have their total salary divided as stated above or they may choose to have their pay divided into twenty-one (21) equal installments, beginning with the August 20th payroll each contract year.
- B. Total salary for less than full-time employees shall be paid as indicated in 1 or 2 above, beginning at the date of hire, but the salary shall be adjusted based on the yearly number of work days for employees as set by the school calendar, and then prorated on the portion of the year and/or day worked by the individual employee.
- C. It is understood and agreed that each employee shall elect payment for the subsequent year in accordance with the previous year's selection unless the Business Office is notified in writing of such employee's change in selection on or before August 15.
- D. Pay deductions will be made only for the following authorized items:
1. Mandatory/voluntary government deductions.
 2. IRS Section 125 deductions.
 3. Insurance carriers designated by this Agreement or approved by the Employer.
 4. Deductions as authorized in other articles of this Agreement.
- E. The Employer may make direct payroll check deposits to banks, savings and loan associations, and other financial and with which the Employer has a written agreement dealing with payroll deposits. Such direct payroll deposits would be made only upon the written request/approval of the employee.
- F. The Employer shall reimburse employees for actual costs of college tuition and fees, upon completion of coursework. This reimbursement shall be limited to a total of 6 credit hours or 18 SBCEU's or 180 SCECH's or a combination thereof in a five-year period. (3 SBCEU's = 1 credit hour or 30 SCECH's = 1 credit hour) Each year of the five year period will be based on the school fiscal year (July 1 to June 30). The rate of reimbursement shall be limited to the actual amount of tuition and fees paid, but shall not exceed the amount charged by Grand Valley State University per graduate credit hour. The Employee will be required to provide proof of payment and proof of successful completion of the course.
- G. Employees asked to substitute during their planning period will be paid at a rate of \$25.00 per planning period. The employee will receive a coupon for an early dismissal or late arrival, or other site based incentives along with the compensation. This coupon may be used at any time

so long as it does not interfere with the employee's normal duties, i.e. staff meetings, IEPC. More than one coupon may be used at the same time with the approval of the Administration. A coupon is attached to this agreement, (see Appendix F). Employees asked to teach additional students for a period shall be eligible for the substitute rate above.

ARTICLE 10
Leave Pay and Leave of Absence

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

B. Sick Leave

1. Each regular full-time and part-time school year employee shall be credited with sixty-six (66) sick leave hours at the beginning of each school year, at that employee's rate of pay and length of day. Unused sick days may accumulate without limit. These days may be taken as needed for personal illness, or for serious illness to the members of the employee's household, i.e., persons making their permanent residence in the employee's home, and a dependent as defined by the Internal Revenue Service. A day for the purpose of sick leave shall mean a work day. Any time less than a full day shall be prorated based on a six (6) hour day. Proration shall be calculated as follows: Time out of building in minutes, minus any lunch time, divided by 70. The resulting number rounded to two decimal places, shall be the number of sick hours charged to the employee. An employee who is employed for less than a full school year shall receive a prorated number of sick leave days.
2. Sick leave may also be used as follows:
 - a. For funeral leave in the case of death to members of the employee's household (household as defined above).
 - b. For serious illness or death in the employee's family as defined to include the employee's spouse, child, parents, grandparents, grandparents-in-law, parents-in-law, step-parent, step-child, brother, sister, uncle, aunt, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepsister or stepbrother.
 - c. Funeral leave shall commence no later than five (5) days from the date of death. Leave as described shall be limited to ten (10) days per school year, the first three (3) days will not be deducted from sick leave.
 - d. By action of the Employer, exceptions may be made for individual cases under unusual circumstances.
 - e. Employees may use up to two (2) of their sick days each year as personal leave days. Employees may carry over unused personal days to the following school year to a

cumulative maximum of four (4) personal days that may be used in any one school year. No more than two (2) personal days may be taken consecutively at any time. In addition, one sick day may be converted to personal time for attendance at a school activity or event of a child or grandchild after all other personal time has been used. An employee shall provide a 24 hour prior notice to his/her building principal. No personal days shall be taken on a school day immediately before or after a recess without special permission from the Superintendent. No more than 10 employees may use a personal leave day on the same work day. Personal leave shall not be used to transact Association business.

4. Upon retirement from the Allegan Public Schools with at least 10 consecutive years of service, the Board of Education will pay for an employee's accumulated sick time according to the following schedule: Employees accumulating a minimum of thirty (30) days of sick leave shall be compensated at \$15/day for the first 100 days and \$25 for every day thereafter. An employee who submits their resignation from the Allegan Public Schools in writing, by the last work day prior to Spring Break, of the school year preceding their retirement will receive an additional \$15/day for accumulated unused sick time up to 250 days. This payment shall be paid as a direct employer contribution to the employees' 403(b) or 457(b) account.

C. Leave for Civic Responsibilities

Requests for leave for civic responsibilities will be handled on an individual basis, and will be granted or denied by the Employer, at its discretion, on the basis of the merits of each case.

D. Leave of Absence

1. The Employer may, at its discretion, grant a leave of absence without pay, without fringe benefits, (provided a leave of absence is of less than three (3) months, fringe benefits shall be continued); without salary credit, and upon such other terms or conditions as it may set, upon written application, stating reason and length of leave desired, provided application was made at least thirty (30) days in advance and further, that a qualified and suitable replacement is found by the Employer. A leave of absence of less than three (3) months shall not constitute a vacancy.
2. By action of the Employer, at its discretion, and subject to such restrictions as the Employer may set, extensions of leave of absence may be made for individual cases under unusual circumstances.
3. An employee who is on an approved leave in excess of one (1) trimester will give written notice to the Superintendent of intent to return to work at the close of the approved leave. When returning from leave, the employee shall give thirty (30) calendar days written notice of their intent to return to work.
4. Any employee whose personal illness extends beyond the period compensated for under Article 10, b, shall be granted a leave of absence for such time as necessary for complete recovery from such illness but in no case beyond one (1) year, in accordance with Article

10, Section D, 1. Upon return from leave, such employee shall be assigned to a position for which the employee is certified and qualified, if available. This position is subject to any limitations on leave prescribed by law. PERA Section 15(3)(j)

5. The Employer shall grant family leave to employees in accordance with the Family and Medical Leave Act of 1993. It is understood and agreed that the Employer reserves all rights and powers granted to employers under that legislation and applicable regulations, and this Agreement shall not be construed as limiting or restricting those rights.

E. Association Leave

At the beginning of each school year, the Association shall be credited with a total of eight (8) days to be used by officers or agents of the Association, such time to be at the discretion of the Association. From the total of eight (8) days, a maximum of four (4) days per employee during any one (1) year shall be imposed. The Association agrees to reimburse the Employer for the cost of a substitute employee to replace the officer or agent of the Association using leave time under this subparagraph. In no case will the Association, or officers or agents of the Association, use these days to support any work stoppages or any striking association or union by participating in picketing.

F. Leave Administration

1. An employee shall, at the earliest practicable time, give the Employer notice of his/her desire to be granted a leave so that the Employer will have the maximum time to provide for the employee's absence. A leave for elective health care, civic responsibilities, jury duty, or Association leave, shall be requested at least seven (7) work days prior to the requested leave date, except that a shorter notice may be permitted because of unforeseeable circumstances. The Employer shall ordinarily respond within three (3) work days, unless Board action is required.
2. The Employer shall have the right to have an employee examined by a physician of its choice at the sole expense of the Employer in those cases where an employee's physical or mental state is in question.
3. An employee who becomes President of the Michigan Education Association may be given leave of absence for a period of not more than three (3) school years for the purpose of performing duties for that Association in accordance with Article 10, D, 1.
4. The Employer may, at its discretion, grant a leave of absence to any employee to campaign for his/her own election to or to serve in public office in accordance with Article 10, D, 1.
5. An employee who is on an approved leave of absence for fifty percent (50%) or more of any semester will not advance on the salary schedule for that semester.

6. An employee shall not lose sick days, personal days, or experience a reduction in pay on days when attendance is not required by the Employer due to inclement weather.

ARTICLE 11
Teaching Conditions

- A. Questions and problems of non-teaching duties, class overload, adequate maintenance, equipment and supplies for employees, the selection and use of educational tools such as appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials will be subject to discussion between the parties from time to time.
- B. The Employer shall make available to each school at least one (1) room which shall be reserved for use as a faculty lounge. This Article and Section shall not apply to one or two-room schools, portable classroom units.
- C. Any employee making a personal long distance call shall bill such call to a third-party number or credit card.
- D. The Employer recognizes pupil-employee ratio as an important aspect of an effective educational program, and agrees to continue in its effort in equalizing and balancing employee load and maintaining reasonable pupil-employee ratios throughout the school district. Among factors which the Employer must consider in its efforts to equalize and balance employee load and in maintaining a reasonable pupil-employee ratio are facilities, finances, curriculum, grade level, and elementary attendance areas.
- E. The Employer and Association recognize that a pupil-employee ratio at or below 28/1 is a desirable guideline for class size at the elementary level.
- F. The Association agrees that the decision of the Board on matters of class size shall not be subject to the grievance procedure.

ARTICLE 12
Protection of Employees

- A. An employee and/or principal may temporarily suspend a pupil from the classroom when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. When an employee temporarily suspends a student from the classroom, the employee will send a written communiqué, regarding the incident, to the office by the end of the work day. A student who has been temporarily suspended shall not be returned to the classroom of the employee until the employee has had the opportunity to review the facts relating to the suspension with the Employer. If a student is returned to the suspending employee's class after the employee's consultation with the Employer, the employee shall have the right to file within five (5) work days a written objection directly with the Superintendent. If the employee's objection is not satisfactorily resolved within five (5) work days from filing, the Employer shall review the matter with the employee upon the employee's request. The Association shall have the right to be involved in the review.
- B. The Employer shall indemnify an employee for uninsured expenses actually and necessarily incurred by such employee in the defense of any action in which the employee was a party by reason of the employee's exercise of responsibility to maintain order and discipline during the conduct of instruction, provided that:
1. Nothing in this provision or in the Agreement shall constitute a waiver of any immunity of the Employer which may now or hereafter be established by law.
 2. The employer's obligation to indemnify shall not include any claim or action in which:
 - a. The employee failed to notify the Employer within a reasonable time of the occurrence of the event on which the claim was based or from the filing of the claim.
 - b. The employee failed to fully cooperate in the defense of the claim.
 - c. The claim was a consequence of the gross negligence, intentional or criminal misconduct of the employee.
 - d. The Employer was not giving the opportunity to directly defend or settle the claim.
- C. The Employer, in consultation with the employees shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Copies of such rules and regulations shall be distributed to each employee at the beginning of each school year.

ARTICLE 13
Negotiations Procedure

- A. Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public, and shall not be held during the regular school day except by mutual consent.

- B. An employee engaged during the school day in negotiating in behalf of the Association with any representative of the Employer, or participating in any grievance hearings including arbitration, shall be released from regular duties, without loss of salary. Either party hereto may require that contract negotiations between the parties, or grievance hearings including arbitration, be held during non-school hours. If the Association and Employer agree to hold any of the above activities during working hours, the Association agrees to either pay the cost of a substitute employee, or to provide a suitable volunteer substitute employee, needed to fill in for the individual bargaining unit member engaged in negotiations or grievance activities.

- C. The Board and Association agree to provide, in response to reasonable requests from time to time during negotiations, such information as required by law for good faith bargaining.

- D. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, nor each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without the ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

- E. The negotiation of a new Agreement shall begin upon the written request of either party, but not more than ninety (90) days prior to the expiration of this Agreement.

ARTICLE 14
Grievance Procedure

A. Definitions

1. A grievance is a written complaint by a member, a group of members, a group of members of the bargaining unit, or the bargaining unit, that there has been a violation, misinterpretation, or misapplication of the express terms of this contract.
2. "Days" means a calendar day except a Saturday, Sunday, or a holiday observed by the School District.

B. Procedure for Adjudgment of Grievance

Grievances shall be presented and adjudged in accordance with the following procedures:

An employee with a problem may first discuss the matter with his/her Immediate Supervisor and with the objective of resolving the matter informally.

STEP 1 In the event the matter is not resolved informally, the problem shall be submitted in writing to the employee's immediate supervisor by the Grievant within twenty (20) days following the alleged occurrence giving rise to the grievance. Failure of the Grievant to file the grievance within the time limits or to appear at any meeting or conference in the grievance procedure will automatically cause the grievance to be voided.

- A. Within ten (10) days of receipt of the grievance, the above-designated Administrator shall have a conference with the Grievant. It is the immediate supervisor's responsibility, after consulting with the Grievant to set the time, place and date of conference, and to so inform the Grievant. The affected Grievant or Grievants must be present at such meeting.
- B. Within ten (10) days after the meeting, the immediate supervisor shall state his/her decision in writing, and furnish a copy thereof to the Grievant.

STEP 2 Within ten (10) days after receiving the decision in Step 1, the Grievant may appeal in writing to the Superintendent of Schools or his/her designee.

- A. Within ten (10) days of receipt of the grievance, the above-designated Administrator shall have a conference with the Grievant. It is the Administrator's responsibility, after consulting with the Grievant to set the time, place and date of conference, and to so inform the Grievant. The affected Grievant or Grievants must be present as such meeting.
- B. Within ten (10) days after the meeting, the Administrator shall state his/her decision in writing, and furnish a copy thereof to the Grievant.

C. Grievances involving more than one (1) school building shall commence at Step 2, with the Grievant filing a written grievance with the Superintendent.

STEP 3 Within ten (10) days after receiving the decision of Step 2, the Grievant may appeal the decision in writing through the Superintendent to the Board of Education. Within fifteen (15) days of the receipt of the grievance, the Board of Education shall hold a hearing with the Grievant. Within ten (10) days after the hearing, the Board shall communicate in writing its decision to the Grievant.

It is the Superintendent's responsibility, after consulting with the Grievant, to set the time, place and date of the hearing, and to so inform the Grievant. The Grievant or Grievants involved in the grievance must be present.

STEP 4 If the Association is not satisfied with the disposition of the grievance by the Board of Education, or no decision is rendered within the time provided in Step 3, the Association may, within twenty (20) days, submit the matter to arbitration.

Prior to submitting the matter to arbitration, the Grievant shall so inform the Superintendent of Schools in writing of the Association's intention.

An impartial arbitrator shall be promptly selected by the parties. If the parties cannot agree to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.

The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the decision of the arbitrator.

The arbitrator shall have no authority except to pass upon alleged violations of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to interfere with the exercise of the Employer's rights and responsibilities, except as are they expressly limited by this Agreement.

The fees and expenses of the arbitrator shall be paid at the equal expense of the parties.

C. All grievances, disputes, or other matters which may be processed under any State or Federal regulation or statute, including, but not limited to, Tenure Act proceedings, shall not be the subject matter of the grievance procedure herein established. Any determination or action taken under any such State or Federal regulation or law shall be binding to the extent required by such regulation or law.

- D. On agreement between the Board of Education and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual consent.
- E. An employee has the right to be represented at any step in the grievance procedure by an attorney of his/her own choice.

ARTICLE 15
Professional Dues

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain or drop their membership in the Association.
- B. Employee Representation - 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/her joining or refusing to join the Association. The Association is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's Association membership.

ARTICLE 16
Miscellaneous Provisions

- A. Copies of this Agreement shall be made available electronically to all employees now employed or hereafter employed by the Employer during the term of this Agreement.
- B. If any provisions of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Employer will provide to the President of the Association a copy of the Board of Education agenda, together with a copy of the previous Board minutes, at the time the agenda is forwarded to the Board members.
- D. Shared Positions
 - 1. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or his/her designee.
 - 2. Salary and fringe benefits shall be prorated to equal the percentage of the contract worked.

3. Employees in shared positions must agree to accept full-time employment in the event the other employee in the shared time position terminates employment.
4. The participating employees must agree to share the position for the entire school year.
5. An unpaid leave of absence shall not be available by one employee without the consent of the partner assuming the full-time position.
6. The position shall be reviewed by all parties in the spring for the continuation for the following school year.
7. If the partnership is dissolved by any party, both partners shall be given full-time positions in accordance with the seniority provision of the Master Agreement provided that it does not result in layoff of an on-staff teacher.
8. The Employer shall have sole discretion not subject to grievance procedure, to accept or reject proposed shared time.

E. Rehiring Retirees

1. The individual must officially retire and the position (or any other positions created due to internal transfers or increase in student sections) must be posted internally unless the position is eliminated.
2. After the posting deadline has passed, the position (or any other positions created due to internal transfers or increase in student sections) must be posted externally.
3. Once posted externally, the retirees may apply for any of these positions (or job share a position following the language of the AEA contract) just like any other external applicant.
4. If hired, the retiree is considered a new employee in terms of seniority and pay scale. Both the district and the retiree are required to fulfill all the language of the AEA contract as it pertains to the retiree and their position.

F. Part-Time PERA section 15(3)(j)

Any ancillary staff employee choosing to go to part time shall be allowed to return to full time only if a position becomes available. No part-time ancillary staff employee shall be allowed to displace a current ancillary staff employee.

Any ancillary staff employee being forced to part time due to lay-off shall be allowed to return to full time as soon as a position that he/she is certified and qualified for becomes available.

- G. If a student must appear before the Board of Education for an exclusion hearing, that student's employee(s) may be required to attend and participate as a resource person. The employee(s) present at the hearing shall have Association representation, if requested.

ARTICLE 17
Ancillary Staff Layoff and Recall

- A. Definition of Qualified. It is agreed to by both parties that qualified employees are those who meet the state and federal requirements.

- B. Seniority. The Employer shall maintain an up-to-date master seniority list of all employees and present the same to the Association by February 1 of each school year. The Association shall review this list and approve or object to it by February 15 of each school year. Once agreed to, this list shall be utilized to determine an ancillary staff employee's seniority in any lay-off procedure.

Except as provided hereafter, the names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates. Service date shall mean that date when the employee first provided services for the Employer. If the employee has the same service date as another employee, his/her placement on the seniority list shall be determined by the following:

- 1. Any full-time employment prior to a break in service.
- 2. Any uninterrupted temporary service of a semester or longer immediately prior to full-time continuous service.
- 3. A drawing of lots supervised by a representative of the Board and a representative of the Association.

A break in service of not more than three (3) years by reason of layoff or authorized leave of absence shall not be deemed an interruption of service, but any such period shall not be included in the determination of the total amount of seniority.

Part-time employees under contract shall accrue seniority as full time employees.

- C. Determination. The Employer shall have the right to reduce the number of employees in a given subject area, field or program or eliminate or consolidate positions or reduce the number of employees for such reasons as shall be determined by the Employer. Compensation and fringe benefits shall be suspended during periods of lay-off.

- D. Lay-Off Procedure. The following guidelines will be utilized whenever an ancillary staff lay-off becomes necessary due to financial and/or student count reasons.
 - 1. When it becomes apparent that lay-offs may be necessary, representatives of the Employer and the Association will meet to permit the Employer to outline the need for the proposed reduction in ancillary staff.

2. To the extent permitted by law, probationary ancillary staff employees shall be laid off before non-probationary ancillary staff employees. Written notification of potential lay-off will be given to all affected tenured and non-tenured employees at least sixty (60) days prior to lay-off.
 3. The identification of the positions to be eliminated will be determined by the employer.
 4. After all reinstatements, retirements, or any other new positions are examined, the ancillary staff affected by the reduction in the number of positions the district has will be allowed to fill the open positions on a basis of seniority.
 5. In the event that there still is not an open position for which the ancillary staff is certified, the district will examine, beginning with the least senior ancillary staff in the district, employees who may be certified to fill open positions where such transfer would result in an opening appropriate for the ancillary staff who is displaced. (Example: a middle school teacher has lost her position due to a reduction in the number of music sections. She/he is also certified to teach at the elementary level. A teacher will either be laid off at the elementary level – up to the point of her seniority – or transferred to another position, i.e., regular ed. teacher moved to special ed. to make a position open for that teacher to move to the elementary.)
 6. In the event that a new opening should occur due to a resignation or retirement or identification of a new position that is needed, the entire process shall be repeated, beginning with the most senior displaced ancillary staff, with the consideration that no one will receive an assignment that could result in someone else losing a position. This process is followed until all laid-off employees are recalled.
- E. Recall Procedure. The Employer shall rehire ancillary staff employees in the inverse order in which they were laid off, provided that:
1. The employee is qualified to perform the duties of the position to be staffed.
 2. The obligation to rehire an employee shall terminate:
 - (a) Thirty-six (36) months for non-probationary employees, and twenty-four (24) months for probationary employees following the layoff, or,
 - (b) Upon the failure of the employee to sign a commitment of employment within ten (10) days from the date of notice of recall (unless an extension is granted by the Employer in writing), or
 - (c) Notice of recall shall be sent to the employee at the last address furnished to the Employer by such employee in writing.

ARTICLE 18
Regular Education Initiative

The purpose of this Article is to facilitate the proper and systematic mainstreaming of special education students.

In order to insure the necessary prior preparation, the parties agree to the following:

- A. Application of this section shall apply to all disabled students.
- B. The employee shall be responsible to participate in IEP's which may be to initially place (or continue the placement of) the student in a special/regular education classroom. The Employer shall provide release time to attend an IEP, which is scheduled during the time the employee is assigned to teach a class.
- C. The Employer will endeavor to arrange schedules so that the time required of the regular education classroom or program employee for IEPT meetings or multi-evaluation team (MET) meetings should be during the employee's regular work day. Except when voluntary, such meetings shall not result in the loss of planning time.

A confidential list of special education students, including their disabilities, will be provided to all regular education teachers.

At the beginning of each semester/trimester Special Education employees shall provide a copy of the IEP accommodations for all regular education employees affected.

A regular education or program employee who is expected to attend an IEPT meeting shall receive a five- (5) working day prior notice, unless mutual agreement of less notice is reached.

- D. An employee involved with a special education student may be provided in-service training appropriate to the impairment category and individual needs of the student, as deemed necessary.
- E. In determining placement and assignment of students, in a specific class, the administration will take into consideration factors such as class size, the number of special education students, and the nature of the special education student's impairments. Every effort will be made to place special education students into sections that have the lowest percentage of special education students or where a special education team teacher is also assigned. However, no such student shall be assigned to a class that already has an enrollment of twenty-eight (28) students. If all appropriate classes are at the maximum of twenty-eight (28), the student may be assigned to a class with twenty-eight (28) or more students.

ARTICLE 19
Flexible Professional Development

- A. Flexible Professional Development is designed to offer staff members an opportunity to individualize their on-going learning and professional growth, which is mandated by state school law. It is intended to differentiate to the various needs and interests of the professional staff.
1. The flex activity must take place outside of the staff member's contractual hours and may occur with prior approval during the summer provided that all deadlines are met.
 2. All professional development activities must be pre-approved in writing by the building principal/supervisor no later than the first Monday in May. Activities can occur after that date, but must be pre-approved by the first Monday in May.
 3. University, college course work or State of Michigan Board of Education Continuing Education Clock Hours (SCECHs) will be allowed if paid for by the staff member.
 4. A leave of absence of anything less than one (1) year will not reduce or eliminate the flexible professional development requirement hours agreed to on the calendar.
 5. All completed Flex Professional Development Plan/Logs must be handed in on or prior to June 30. The Flexible Professional Development Plan/Logs and other information are available in Appendix E.
 6. Non-completion of the Flexible Professional Development Plan/Logs will result in a deduction equal to the hours agreed upon on the calendar.

ARTICLE 20
Duration of Agreement

- A. It is acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Any clause in this Agreement may be opened for negotiation upon mutual consent of both parties. A request for such negotiation, if initiated by the Association shall be in writing to the Employer, in care of the Superintendent of Schools. A request by the Employer shall be in writing to the Association in care of the then-elected President of the Association. Either party shall reply to such requests in writing within forty (40) days of the date such request is received by the agent indicated above. Nothing herein obligates either party to agree to open negotiations during the period of this Agreement.

- C. This Agreement shall become effective upon ratification by the Employer and the Association, and will continue in effect through June 30, 2021, at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 1, 2020.

WITNESSES:

DocuSigned by:
Jodi Pennell
F09E1B529AA3483

Payroll & Benefits Manager

ALLEGAN PUBLIC SCHOOLS

DocuSigned by:
James Antoine
99293F1ED0964E5

By _____

Its Superintendent

DocuSigned by:
Amy Christman
ACE2C0A5F8FAED

Director of Finance and Operations

ALLEGAN EDUCATION ASSOCIATION, MEA-NEA

DocuSigned by:
Karen Jalbert
82190552CD52438

By _____

Its President

Appendix A
AEA Salary Schedule
2020-2021 SY

BASE		BA	BA+		MA	MA+
1	1	33576	34583	1	35590	39598
2	1.10	36933	38041	1.10	39149	40257
3	1.15	38612	39771	1.15	40929	42087
4	1.20	40291	41500	1.20	42708	43917
5	1.25	41970	43229	1.25	44488	45747
6	1.31	43984	45304	1.31	46623	47943
7	1.37	45999	47379	1.37	48759	50139
8	1.43	48013	49454	1.43	50894	52335
9	1.49	50028	51529	1.49	53030	54530
10	1.55	52042	53604	1.55	55165	56726
11	1.61	54057	55679	1.61	57300	58922
12	1.62	54393	56024	1.67	59436	61118
13	1.63	54728	56370	1.72	61215	62948
14	1.64	55064	56716	1.76	62639	64412
15	1.65	55400	57062	1.78	63351	65144
16	1.66	55736	57408	1.80	64062	65875
17	1.67	56071	57754	1.82	64774	66607
18	1.69	56743	58445	1.84	65486	67339
19	1.71	57414	59137	1.86	66198	68071
20	1.73	58086	59829	1.88	66910	68803
21	1.75	58758	60520	1.90	67621	69535
22	1.77	59429	61212	1.92	68333	70267
23	1.79	60101	61904	1.94	69045	70999

BASE is used for calculation of other salaries only, new employees will be hired at Step 2 or higher depending on experience.

AEA Salary Schedule - Details

1. Employees will be placed on the appropriate schedule (BA, BA+18, MA, or MA+15) based on the semester hours they have earned prior to September 1st and/or January 15th each year.
2. QUALIFICATIONS FOR BA+18 - Any semester hours earned before September 1st, after the provisional certificate is received will be counted toward the 18 semester hours.
3. An employee may move from the BA+ to the MA column without earning a Master's Degree if the following conditions are met:
 - The employee receives written permission from their administrative supervisor after a maximum of 18 credit hours (BA+) have been earned beyond their bachelor's degree, and prior to completing a minimum of 18 additional credit hours.
 - A minimum of 36 credit hours beyond a Bachelor's Degree are earned
 - The coursework completed is directly related to the subject/grade level being taught by the employee, involves curriculum beneficial to the employee's teaching assignment (i.e. – technology), or enables the employee to acquire an additional subject/grade level teaching certification (i.e. - teaching minor).
4. QUALIFICATIONS FOR MA+15 - All semester hours and/or State Board Continuing Education Units (SBCEU's) and/or State Continuing Education Clock Hours (SCECH's) equivalents earned after the MA is received must be in a field related to the employee's assignment if they are to count toward the MA+15 hour salary schedule. (Thirty SCECH's is equivalent to three SBCEU's which is equal to 1 semester credit hour. Three SBCEU's is equivalent to 1 semester credit hour.)
5. Michigan Department of Education accredited distance learning classes may be used to qualify for the next salary level.
6. Part-time employees are entitled to compensation for a planning period equal to a pro-ration of their hourly pay for each hour worked in a day according to their building schedule.
7. In order to advance a step on the salary schedule an employee's paid time for the preceding contract year must equal 50% or more of a full time teacher for that contract year. An employee with two consecutive years of less than 50% paid time will also advance one step on the salary schedule.
8. Teachers who agree to an additional assignment during their entire planning period for a trimester or more will earn 6.7% of their annual salary per trimester worked. Ancillary staff members who agree to teach an academic class, outside of their normal job

responsibilities, will earn 6.7% of their salary per trimester worked. The amount will be paid upon completion of the assignment.

- a. New employees will be granted up to seven (7) years of credit on the salary schedule when entering the Allegan Public School system, provided the individual is able to document seven (7) or more years of successful teaching experience as a regular classroom employee in a school district.

APPENDIX B
Employee Benefits

HEALTH INSURANCE – The Employer’s health insurance contribution, including premium, deductibles, and other Employer payments toward health insurance payments (i.e. HSA contributions), shall be based on the maximum amount allowable under the so-called “hard cap” levels prescribed in the Publicly Funded Health Insurance Contribution Act (P.A. 152 of 2011: MCL 15.561-569) as of July 1, 2013. The Employer will make available the following MESSA PAK insurance options from which each household may select one:

PAK A: On January 1, 2014 an employee may choose the MESSA ABC Plan 1 (HSA) with ABC Rx, \$1,350/2,700 in-network deductible plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD & D, and vision insurance (VSP-2 Silver).

If an employee selects MESSA PAK A, the Employer shall deposit into the employee’s HSA account the deductible and pay the amount of premium allowable under the hard cap as of July 1 of each contract year. The employee must make an election at the beginning of the school year, during Open Enrollment with their choice of the deductible to be funded by the District (Full amount or ½ of the deductible for the year). This Employer deposit shall occur on the effective date of the HSA and on January 1st of each succeeding year the employee selects the HSA. Should the employee not complete his/her full year contract with the Employer, a prorated deduction for the HSA deposit can be made from the employee’s final pay based on the percentage of full contract year not worked.

PAK B: The Employer shall make payments of three hundred dollars (\$300) per month to the employee as a cash option pursuant to a qualified plan document adopted in accordance with Section 125 of the Internal Revenue Code. The cash option received by the employee shall be subject to FICA and may be used to purchase tax deferred annuity or such other benefits which may be available under the Section 125 plan. To purchase a tax deferred annuity or such other benefits which may be available under the Section 125 plan, the employee shall enter into a salary reduction agreement.

Employees shall also receive the Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (VSP-2 Silver) described below.

PAK C: MESSA Choices II with \$10/40 Super Saver Rx card, \$500/\$1,000 in-network deductible and \$20 Office Visit plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below.-Beginning January 1, 2014, the district will prefund 100% of the in-network deductible.

PAK D: MESSA ABC Plan 1 with ABC Mail Order Rx, \$1,350/\$2,700 in-network deductible, 10% coinsurance plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below.-Beginning January 1, 2014, the district will prefund 100% of the in-network deductible.

PAK E: MESSA ABC Plan 2 with ABC Rx, \$2,000/\$4,000 in-network deductible, 20% coinsurance plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below.-Beginning January 1, 2014, the district will prefund the deductible at the same amount as the PAK A MESSA ABC Plan 1. The additional required deductible amount is the responsibility of the employee.

GENERAL HEALTH INSURANCE PROVISIONS:

All employee health insurance premium contributions shall be through payroll deduction subject to Section 125 of the Internal Revenue Code established by the Employer for such deductions.

DENTAL INSURANCE - The Employer will make available to each household dental care insurance equivalent to the MESSA Delta Dental Plan E-007, Class I, II, III AND IV (80/80/80/80). The annual limit is \$1200.00 per individual covered under the dental plan for Class I, II and III. The Class IV Orthodontic coverage is \$1800.00 per person lifetime benefit.

VISION INSURANCE - The Employer will make available to each household MESSA VSP-2 Silver.

INSURANCE BENEFITS - Insurance benefits for less than full time employees shall be prorated. When an employee leaves or resigns from the school system before the school year is over, or has less than one year's service with this District, his/her insurance will terminate on the last day of the month in which the employment is terminated.

Employees who resign or retire from the school system in July, August, or September, without giving thirty (30) days notice before retirement or resignation is effective, will reimburse the Employer for any month(s) of insurance premiums paid beyond June 30, as well as having his/her insurance terminated on the last day of the month in which the resignation or retirement notice was submitted.

Employees who work a full school year and resign or retire from the school system, and give sixty (60) days notice before retirement or resignation is effective, shall have their insurance benefits continue to September 30 of the next school year or until the employee is eligible for retirement insurance benefits, whichever comes first. The employer shall reimburse the employee for any additional cost incurred for retirement health insurance co-pay above the amount of active AEA member's insurance co-pay for the months of coverage until September 30. Employees who work a full school year and are laid off at the end of the school year shall have their benefits continued to September 30 of the next year.

Should insurance rates fall significantly below the amounts specified for health insurance, this Article shall be open to negotiation between the parties in accordance with Article 19 B.

The Employer shall not owe contract benefits retro-actively to any bargaining unit member where failure to pay such benefits is due to the bargaining unit member's failure to apply for said benefits.

MILEAGE - All employees who must travel during the school day because their teaching assignments are at more than one (1) building will be reimbursed for such travel at the IRS rate.

403(b) Guidelines -

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 GLP and Associates, Inc. as a Third Party Administrator of district 403(b) plans, there will be no agreement between the district and GLP 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. 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 charged to participants by the TPA, the Board and the Association agree to reconvene within 30 days to discuss these fees. If the fees are assessed prior to 30 days, the Board shall pay the fees until the Board and the Association reconvene.
 - c. Exhibit B, the list of vendors, will remain the same, unless a particular vendor opts out of participating. Any deletions to the vendor list (Exhibit B) shall be only by written mutual agreement between the Board and the Association or automatically upon notification if a vendor chooses not to participate. Also, the Board may delete any vendor from the vendor list when no bargaining unit members continue to participate with that vendor.
 - d. The parties have named GLP and Associates, Inc. as the third party administrator (TPA) for the School District's 403(b) Tax Sheltered Deferred Retirement Plan.
 - e. 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.
 - f. The Board shall provide the Association and bargaining unit members who participate in the Plan with regular communication, important dates, mandated changes, and any legal limitations placed on the plan and/or its' administration.

APPENDIX C
ATHLETIC COACHES
2020-2021

Level A	Number	Index	Year 1 (Base) \$33,576	Year 4 (Step 3) \$38,612	Year 8 (Step 7) \$45,999	Year 12 (Step 11) \$54,057
<u>Head Coach</u>						
Football	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Boys Basketball	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Girls Basketball	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Volleyball	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Wrestling	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Girls Track	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Boys Track	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Girls Tennis	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
Boys Tennis	1	0.13	\$4,365	\$5,020	\$5,980	\$7,027
<u>Assistant Coaches</u>						
Football	7	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Boys Basketball	3	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Girls Basketball	3	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Volleyball	3	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Wrestling	2	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Track	3	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Girls Tennis	1	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Boys Tennis	1	0.09	\$3,022	\$3,475	\$4,140	\$4,865
Level B						
<u>Head Coaches</u>						
Baseball	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Softball	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Bowling	1	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Cross Country	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Golf	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Cheerleading-Fall	1	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Cheerleading-Winter	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Boys Soccer	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Girls Soccer	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Boys Swimming	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946
Girls Swimming	1	0.11	\$3,693	\$4,247	\$5,060	\$5,946

Assistant Coaches

Baseball	3	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Softball	3	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Bowling	1	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Cross Country	1	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Golf	2	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Cheerleading-Fall	2	0.06	\$2,015	\$2,317	\$2,760	\$3,243
Cheerleading-Winter	1	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Boys Soccer	1	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Girls Soccer	1	0.07	\$2,350	\$2,703	\$3,220	\$3,784
Diving Coach/per season	1	0.05	\$1,679	\$1,931	\$2,300	\$2,703

Level CHead Coach

Girls 7th Basketball	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Girls 8th Basketball	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Boys 7th Basketball	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Boys 8th Basketball	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
7th Football	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
8th Football	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Girls 7th Volleyball	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Girls 8th Volleyball	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Cross Country	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Wrestling	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Tennis	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703
Track	2	0.05	\$1,679	\$1,931	\$2,300	\$2,703

Miscellaneous

Weight Room Monitor-Fall	0.06	\$2,015
Weight Room Monitor-Winter	0.06	\$2,015
Weight Room Monitor-Spring	0.06	\$2,015

*Providing the number of athletes in the program meet the requirements.

APPENDIX C
EXTRA-CURRICULAR
2020-2021

Activity	Index	(Step 3)	Stipend \$38,612
Camp-per night	0.006		\$232
Class Advisor-9	0.012		\$463
Class Advisor-10	0.024		\$927
Class Advisor-11	0.033		\$1,274
Class Advisor-12	0.012		\$463
Club-Art,French,Spanish	0.018		\$695
Coach-Alt. Ed. Level 1	0.008		\$309
Coach-Alt. Ed. Level 2	0.015		\$579
Conflict Mgr. (Max. 3 per bldg.)	0.012		\$463
Dept. Head-Core (MS/HS)	0.032		\$1,236
Dept. Head-Non Core (2 or less) MS/HS	0.012		\$463
Dept. Head-Non Core (3 or more) MS/HS	0.024		\$927
Grade or Lead Teacher (MS)	0.012		\$463
Grade or Lead Teacher-Core (Elem)	0.032		\$1,236
Grade or Lead Teacher-Non Core (Elem)	0.024		\$927
Industrial Arts	0.018		\$695
Leadership Team Member	0.009		\$348
Level III - Cooking	0.006		\$232
Life Management-cooking/sewing	0.018		\$695
Mentor Teacher	0.012		\$463
MME Coordinator	0.027		\$1,043
Michigan Youth in Government	0.020		\$772
National Honor Society	0.018		\$695
Orange Crate *Determined by number of days open	0.01*		\$386
Safety Patrol	0.018		\$695
School Improvement Coord. Alt. Ed.	0.02		\$772
School Improvement Coord. Sec	0.03		\$1,158
School Improvement Coord. Elem	0.02		\$772
Split Class per trimester	0.005		\$193
Split Grade per trimester	0.020		\$772
Student Council-MS	0.025		\$965
Student Council-HS	0.030		\$1,158
Student Council-Elem.	0.025		\$965
Student Council-Alt. Ed	0.015		\$579
Systems Operator	0.04		\$1,544
Travel During Planning – per trimester	.013		\$502
TV/Media	0.05		\$1,931
Yearbook-HS	0.07		\$2,703
Yearbook-MS	0.045		\$1,738

Activity	Index	Year 1 (Base)	Year 4 (Step 3)
		\$33,576	\$38,612
Director of Bands 5-12, w/Band Camp	0.155	\$5,204	\$5,985
Dir. of Bands Asst. 5-12, w/Band Camp	0.115	\$3,861	\$4,440
Musical Assistant-HS	0.053	\$1,780	\$2,046
Musical Assistant-Vocal-HS	0.043	\$1,444	\$1,660
Musical Assistant-Orchestral-HS	0.033	\$1,108	\$1,274
Musical Director - HS	0.088	\$2,955	\$3,398
Play/Musical Assistant-MS	0.013	\$436	\$502
Play/Musical Director-MS	0.025	\$839	\$965
Play/Variety Assistant-HS	0.030	\$1,007	\$1,158
Play/Variety Director-HS	0.060	\$2,015	\$2,317
Quiz Bowl	0.025	\$839	\$965
Robotics	0.035	\$1,175	\$1,351
MS Robotics	0.025	\$839	\$965
Science Olympics MS/HS	0.025	\$839	\$965
Vocal Music - HS	0.082	\$2,753	\$3,166
Vocal Music – MS (per grade)	0.017	\$571	\$656

Inactive Activities

Debate	0.024	\$806	\$927
DECA	0.018	\$604	\$695
DI Coordinator	0.02	\$672	\$772
DI/Knowledge Masters Coaches	0.015	\$504	\$579
Forensics	0.024	\$806	\$927
Gifted/Talented Secretary	0.03	\$1,007	\$1,158
Gifted/Talented Teacher/Session	0.013	\$436	\$502

HOURLY WAGE: \$15.00

After School Detention; Saturday School; Before School Supervisor; Lunchroom Supervisor

Hourly wage shall be paid in 15 minute increments to be determined by the Administration.

*Salaries will be paid at the end of the first/second semester or the summer, depending on when the activity ends.

**The salary will be paid in a separate payment from the employee's regular pay.

Voluntary participation in district provided professional development during non-contract hours:

\$120/day

\$60/half-day

\$20/hour

\$25/hour for administrative pre-approved professional development preparation and presentation

Management of Environment	HIGHLY EFFECTIVE 4		EFFECTIVE 3		MINIMALLY EFFECTIVE 2		INEFFECTIVE 0		NOT APPLICABLE
Uses positive motivational techniques	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Creates an environment in which all students are encouraged to be a part of the class	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Uses a high degree of appropriate academic praise for all students	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Demonstrates active involvement and visible leadership in the instructional setting	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Enjoys working with students and respects them as individuals	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Demonstrates concern for health and safety	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Uses appropriate behavior management techniques	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Defines and communicates limits of student behavior and consistently monitors them	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Organizes and arranges instructional setting to facilitate learning and minimize student disruption	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Demonstrates pre-planning when transitioning from one area of teaching to another	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Treats all students in a fair and consistent manner	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Demonstrates good judgment in handling school-related incidents, events, and crises	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Evaluator Comments:									

Total Points ____ / 48

Professional Responsibilities	HIG HL Y E F E C T I V E 4	E F F E C T I V E 3	M I N I M A L L Y 2 E F F E C T I V E	I N E F F E C T I V E 0	N O T A P P L I C A B L E
Performs in a manner consistent with district and building policies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Displays knowledge of current developments in area of assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responds favorably to suggestions for improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is reliable, punctual, and accountable for absences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Completes duties promptly and accurately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Projects a professional image and conducts self in a professional manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator Comments:

Total Points ____ / 24

Interpersonal Relationships	HIG HLY EFE CTI VE 4	E F F E C T I V E 3	MI NI MA LL Y 2 EF FE CTI VE	I N E F F E C T I V E 0	NO T APP LIC ABL E
Is friendly, sincere, and tactful in dealing with others and respects their points of view	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Displays flexibility in working with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicates effectively with parents, students, staff, and administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Positive/good rapport with parents and other staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accepts position of responsibility in serving on committees and participating in other professional activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Comments:					
Total Points ____ / 20					

Evaluation Summary

Evaluation Area:	Points Possible	Points Earned
Planning, Organizing, Implementation	32	
Management of Environment	48	
Professional Responsibilities	24	
Interpersonal Relationships	20	
TOTAL	124	

IDP	Required?	Type: <input type="checkbox"/> Probationary	Reviewed?
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2020-21 Calendar							Student	Teacher	Comments
Sun	Mon	Tues	Weds	Thurs	Fri	Sat			2020-21
8/2	8/3	8/4	8/5	8/6	8/7	8/8			
8/9	8/10	8/11	8/12	8/13	8/14	8/15			
8/16	8/17	8/18	8/19	8/20	8/21	8/22			Green = student days
8/23	8/24	8/25	8/26	8/27	8/28	8/29	0	3	3 Hr. Early Release Days for Students
8/30	8/31	9/1	9/2	9/3	9/4	9/5	4	4	10/22 (C), 11/24 (R), 2/11 (C), 3/4 (R), 4/21 (C), 6/8 (R)
9/6	9/7	9/8	9/9	9/10	9/11	9/12	4	4	(C)=Conferences, (R)=Records Time
9/13	9/14	9/15	9/16	9/17	9/18	9/19	5	5	3 Hr. Early Release Days for Students and Staff
9/20	9/21	9/22	9/23	9/24	9/25	9/26	5	5	12/18
9/27	9/28	9/29	9/30	10/1	10/2	10/3	5	5	Late Departure for Teachers
10/4	10/5	10/6	10/7	10/8	10/9	10/10	5	5	10/22, 2/11, 4/21
10/11	10/12	10/13	10/14	10/15	10/16	10/17	5	5	Pink = no students/staff
10/18	10/19	10/20	10/21	10/22	10/23	10/24	4	5	Yellow = Staff PD or Work Day (w)
10/25	10/26	10/27	10/28	10/29	10/30	10/31	5	5	10/24 (w), 8/25, 8/26 (4hrs), 10/23, 2/12, 3/5, 5/28, 6/9 (w)
11/1	11/2	11/3	11/4	11/5	11/6	11/7	5	5	Parent-Teacher Conferences
11/8	11/9	11/10	11/11	11/12	11/13	11/14	5	5	HS: 10/21 (3:30-6:30), 10/22 (12:30-4)
11/15	11/16	11/17	11/18	11/19	11/20	11/21	5	5	2/10 (3:30-6:30), 2/11 (12:30-4)
11/22	11/23	11/24	11/25	11/26	11/27	11/28	2	2	MS: 10/19 (3:30-6:30), 10/22 (12:30-4)
11/29	11/30	12/1	12/2	12/3	12/4	12/5	5	5	2/8 (3:30-6:30), 2/11 (12:30-4)
12/6	12/7	12/8	12/9	12/10	12/11	12/12	5	5	ELEM: 10/20 (3:30-6:30), 10/22 (12:30-4)
12/13	12/14	12/15	12/16	12/17	12/18	12/19	5	5	2/9 (3:30-6:30), 2/11 (12:30-4)
12/20	12/21	12/22	12/23	12/24	12/25	12/26	0	0	4/21 Half Day Conferences 12:30-4 p.m. - All Levels
12/27	12/28	12/29	12/30	12/31	1/1	1/2	0	0	15 Hours of Conferences Required
1/3	1/4	1/5	1/6	1/7	1/8	1/9	5	5	
1/10	1/11	1/12	1/13	1/14	1/15	1/16	5	5	Student Count Days: Fall-10/7 Winter-2/10
1/17	1/18	1/19	1/20	1/21	1/22	1/23	5	5	Tri 1 = 59 End Nov. 24
1/24	1/25	1/26	1/27	1/28	1/29	1/30	5	5	Tri 2 = 57 End March 5
1/31	2/1	2/2	2/3	2/4	2/5	2/6	5	5	Tri 3 = 59 End June 9
2/7	2/8	2/9	2/10	2/11	2/12	2/13	4	5	
2/14	2/15	2/16	2/17	2/18	2/19	2/20	4	4	District Professional Development Days (30 hrs.):
2/21	2/22	2/23	2/24	2/25	2/26	2/27	5	5	8/24, 8/25, 8/26 (2 days PD; .5 day work in room)=10 hrs. PD
2/28	3/1	3/2	3/3	3/4	3/5	3/6	4	5	10/23, 2/12, 3/5, 5/28 (6 hrs per day)
3/7	3/8	3/9	3/10	3/11	3/12	3/13	5	5	6/9 - End of Year Meeting & Awards (AM) & Records (PM)
3/14	3/15	3/16	3/17	3/18	3/19	3/20	5	5	34 Hours of PD
3/21	3/22	3/23	3/24	3/25	3/26	3/27	5	5	
3/28	3/29	3/30	3/31	4/1	4/2	4/3	4	4	
4/4	4/5	4/6	4/7	4/8	4/9	4/10	0	0	Holidays/No Students/Staff:
4/11	4/12	4/13	4/14	4/15	4/16	4/17	5	5	Misc Day off: 9/4
4/18	4/19	4/20	4/21	4/22	4/23	4/24	5	5	Labor Day: 9/7
4/25	4/26	4/27	4/28	4/29	4/30	5/1	5	5	Thanksgiving: 11/25, 11/26, 11/27
5/2	5/3	5/4	5/5	5/6	5/7	5/8	5	5	Christmas Break: 12/21 - 1/1
5/9	5/10	5/11	5/12	5/13	5/14	5/15	5	5	Midwinter Break 2/15
5/16	5/17	5/18	5/19	5/20	5/21	5/22	5	5	Spring Break: 4/2 through 4/9
5/23	5/24	5/25	5/26	5/27	5/28	5/29	4	5	Memorial Day: 5/31
5/30	5/31	6/1	6/2	6/3	6/4	6/5	4	4	
6/6	6/7	6/8	6/9	6/10	6/11	6/12	2	3	Graduation is June 3 (Seniors last day May 27)
6/13	6/14	6/15	6/16	6/17	6/18	6/19			
							175	183	Student Days: 180 (with PD)

LETTER OF AGREEMENT

between

Allegan Public Schools

and

Allegan Education Association

RE: COVID Related Sick Leave

COVID related sick leave will be administered as follows:

The District will follow the Families First Coronavirus Response Act (FFCRA) requirements. The employee will first exhaust all available paid leave (up to 80 hours) under the FFCRA/EPSL for reasons listed as qualifying reasons for leave under the FFCRA, not to be deducted from the employee's previously accrued sick time.

Thereafter, the District will provide an additional ten (10) days of COVID-19 leave per Employee, not deducted from sick time, if needed, only for reasons 1-3 on the FFCRA Qualifying Reasons for Leave list. In addition to reasons 1-3, the District agrees to allow these additional ten (10) days to be used in care of a child subject to reasons 1-3 on the FFCRA Qualifying Reasons for Leave list. The District also agrees to allow some or all of the additional ten (10) days to be utilized **before** exhausting all available paid leave under the FFCRA/EPSL only for caring for a child subject to reasons 1-3 on the FFCRA Qualifying Reasons for Leave list.

The additional ten (10) COVID-19 leave days are neither transferable nor bankable to an Employee's accumulated sick leave. The additional ten (10) COVID-19 sick days are not eligible for any sick day payouts under the Master Agreement.

In the event that FFCRA/EPSL days and additional District-provided COVID-19 leave days are exhausted, an Employee will then be required to use their available sick leave days, if any, as outlined in the Master Agreement. A staff member that has exhausted both FFCRA leave and the additional ten (10) days provided under the terms of this agreement may request additional leave in writing to the Superintendent. An important consideration will be if the nature of past use of COVID related leave and the request for additional COVID related leave involved exposure while at work and while following all safety protocols.

FFCRA/EPSL leave is only currently available under the CARES Act until December 31, 2020. Unless FFCRA leave is extended, FFCRA/EPSL leave will not be available to Employees after December 31, 2020.

On an individual, case-by-case basis, an Employee exercising leave time as outlined in this Agreement and the District may agree upon a flexible remote/telework plan. The goal of this plan would be to provide continued education and/or services to our students/community while at the same time not penalizing the affected Employee during their leave of absence due to COVID. This remote work plan will be formulated by both the affected Employee and that Employee's building principal, and then reviewed by Allegan

Central Office for final approval. The plan may include the full or partial continuation of lessons/teaching duties and/or other remote work options if/when applicable and available. This remote work plan option is only available if the Employee is healthy enough to perform remote work duties and is provided adequate resources for those duties to be accomplished. This remote work option is not available in the event an Employee tests positive for COVID-19

This Letter of Agreement, along with the availability of any additional COVID-19 sick days, will expire on June 30, 2021.

This Agreement is a singular and one-time exception to the covenants in the parties' current CBA.

This Agreement does not constitute the establishment of a precedent, custom, practice, or binding working condition as to the interpretation, enforcement, or application of this Agreement between the parties, or any successor labor agreement between them as to any situation or circumstance other than the matter specifically addressed in this Agreement.

To the extent that this Agreement requires a waiver or temporary modification of the parties' CBA, the parties agree to such a waiver or temporary modification as necessary to perform this Agreement.

By entering into this Agreement, neither the Board or Association waive any other rights or protections respectively afforded to them by the terms of the CBA, except as otherwise specifically waived, modified, or relinquished in this agreement.

For the Association:

For the Board:
