

COLLECTIVE BARGAINING AGREEMENT

between

Allegan Area Educational Service Agency Board of Education

and the

**Educational Staff Association of
Allegan Intermediate
MEA/NEA**

2011-2012

TABLE OF CONTENTS

Article 1 – Purpose and Recognition	1
Article 2 – Contract Interpretation	2
Article 3 – Employer Rights & Responsibilities.....	5
Article 4 – Association Rights & Responsibilities	7
Article 5 – Employee Rights & Responsibilities	11
Article 6 – Discipline	13
Article 7 – Leaves of Absence	14
Article 8 – Layoff & Recall	19
Article 9 – Compensation & Benefits	23
Article 10 – Grievance Procedure.....	26
Article 11 – General Provisions.....	29
Article 12 – Hourly Evaluation Procedure.....	31
Article 13 – Hourly Employee Services & Duties.....	33
Article 14 – Vacancies & Transfers (Hourly).....	36
Article 15 – Hourly Employees Vacation & Holidays	37
Article 16 – Salaried Employee Evaluation Procedure.....	39
Article 17 – Salaried Employee Services & Duties	41
Article 18 – Vacancies & Transfers (Salaried).....	44
Article 19 – Flex Time.....	45
Article 20 – Health and Safety Conditions	45
Article 21 – Signature Page	46
Schedule A-1 – 2011-2012 Hourly Staff Compensation	47
Schedule B-1 – 2011-2012 Salaried Staff Compensation.....	48

Schedule C – Fringe Benefits	49
Letter of Agreement #1 – 403(b) Plans.....	55
Exhibit B	57
Letter of Agreement #2 – Teacher Evaluation.....	58
Appendix A – FMLA.....	59
Appendix B – Calendar.....	60

COLLECTIVE BARGAINING AGREEMENT

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

WITNESSETH:

ARTICLE 1

PURPOSE & RECOGNITION

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

ARTICLE 2

CONTRACT INTERPRETATION

- A. Definitions. Except as otherwise expressly provided in this Agreement the words and phrases hereinafter set forth shall have the following meaning:
1.
 - a. Association. The Educational Staff Association of Allegan Intermediate, an affiliate of the recognized bargaining agent, the Michigan Education Association/NEA.
 - b. Bargaining Unit. The unit certified by the Michigan Employment Relations Commission on January 29, 1986, described as:
 - (i.) All full-time and regular part-time paraprofessionals, custodians, secretaries, lifeguards, teachers, school psychologists, social workers, therapists, counselors, transition coordinators, placement specialists, computer specialists, teacher consultants, marketing coordinators, aquatic coordinator, behavior specialists, orientation and mobility specialists, maintenance technicians and nurses. Excluding all other employees.
 - c. Calendar Year. A full twelve (12) month year.
 - d. Constituent District. A public school district(s) located within the Allegan Area Educational Service Agency.
 - e. Constituent Facility. A facility owned or controlled by a constituent district.
 - f. Emergency. A sudden and/or unforeseen combination of circumstances or the resulting state there from that calls for immediate action.
 - g. Employer Facility. A facility owned or administered by the Employer.
 - h. Employer. The Allegan Area Educational Service Agency, its Board of Education, and/or its designated agents.
 - i. Part-time Employees. An employee regularly employed for less than a full work week, work day, full year or school year. Unless specifically stated otherwise in this Agreement (i.e. Article 15B), a regularly employed part-time employee shall receive paid leave benefits at a proportionately reduced rate; the Employer's fringe benefit premium contribution shall be

proportionately reduced except where insurance carriers exclude part-time employees in their contracts/policies with the Employer.

- j. Employee. A member of the bargaining unit. Reference to male employees shall include female employees and all masculine pronouns shall include both male and female.
 - k. Qualified. The employee holds such certificates, degrees or other credentials required by the Employer or applicable laws and regulations. Qualified shall mean currently possessing the skills necessary for the position as stated in a job posting, job description, or like document. Qualifications are to be determined by the Employer.
 - l. Salaried Employee. All employees compensated under “Salaried Schedule A” and for whom there shall be no overtime compensation. These positions include teachers, school psychologists, social workers, therapists, counselors, transition coordinators, placement specialists, computer specialists, behavior specialist, and teacher consultants.
 - m. School Year. As defined by the calendar attached as Schedule D.
 - n. School Year Salaried Employee. Any teacher, school psychologist, social worker, therapist, counselor, transition coordinator, placement specialist, computer specialist, behavior specialist, or teacher consultant that work the calendar defined in Schedules D2 and D3.
 - o. Work Year. Either a school year or a calendar year for which an employee is regularly scheduled to work.
 - p. Full-year Employee. All hourly employees compensated under the “Hourly Schedule A” working a full 40 hour week and a full calendar year.
 - q. School-year Employees. All hourly employees compensated under “Hourly Schedule A” and regularly employed for the hours in that position considered full time by the Employer for the school year.
- B. General Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of the Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

For the purposes of the Agreement:

1. *Captions.* Captions are included only for convenience of reference and shall not modify in any way the provisions herein.
2. *Right To Modify & Other Rights.* Nothing in this Agreement shall deny or restrict any right guaranteed to an employee or the Board under applicable laws or regulations. The rights of either party or of an employee to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of the Agreement in any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
3. *Schedule Modification.* The Employer may alter the work schedule or year to the extent the Employer determines necessary to comply with applicable local, state, or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer after consultation with the Association.
4. *General Closing Days.* The Allegan Area Educational Service Agency and the Educational Staff Association of Allegan Intermediate agree that the Employer shall continue its practice of issuing an annual memorandum to employees about reporting on “general closing days” such as snow days. The memorandum shall continue to advise employees expected to report for work on such days, and who determine it is unsafe to do so, that they may use business leave, accumulated vacation leave or flex time if they are unable to report for work.
5. *Subordination.* Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement, shall be subject and subordinate to the provision hereof.
6. *Prior Practices.* The Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

ARTICLE 3

EMPLOYER RIGHTS & RESPONSIBILITIES

- A. Employer Rights. The Employer, on its own behalf and on behalf of the public, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, and duties conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system its properties and facilities, and the employment activities of its employees;
 2. To hire all employees and determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 3. To establish grades and courses of instruction, including athletic, recreational, academic, and social events, as deemed necessarily advisable by the Employer.
 4. To decide upon the means and methods of instruction and/or the delivery of professional services, the selection of textbooks and other teaching or professional materials, and the use of such material.
 5. To determine class schedules, the hours of instruction or other professional activity, and the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
 6. To determine the assignment and direction of work of its personnel, determine the hours of work, starting times, and scheduling of work; and the right to establish, modify, or change any work or business hours, or days, whenever the Employer shall determine such action to be necessary and/or appropriate.
 7. To establish policies governing the selection, evaluation, testing or training of employees.
 8. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- a. Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation which prohibit discrimination on the basis of disability. In the event the Board makes accommodations in accordance with such legislation which are in conflict with this Agreement, doing so will not constitute a violation of this Agreement.
- B. Employer Cooperation. The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity during the term of this Agreement.
- C. Employee Conduct & Discipline.

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

ARTICLE 4

ASSOCIATION RIGHTS & RESPONSIBILITIES

- A. Association Rights. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
1. *Meeting Facilities.* The use of Employer facilities at reasonable hours for the conduct of meetings of the Association provided that such use shall not interfere with the primary educational use of the facilities and provided further that when special custodial or other services are required, the Employer may make a reasonable charge therefore.
 2. *Employee Communications.* The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards and by having access to bargaining unit members' mail boxes and use of the Employer's email system. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. The Employer will provide a space in each AAESA building that can be used for the display of Association materials. The Association shall defend, indemnify and hold the Employer harmless from any and all claims, expense or liability whatsoever arising out of the preparation, publication, distribution and/or use of any such materials. The Association and its agents shall comply with the Employer's rules concerning electronic mail communications.
 3. *Requested Information.* The Employer shall furnish the Association such information as required by law.
 - a. The Employer shall post current job descriptions on the forms drive.
 - b. Supervisors shall give employees copies of revised job descriptions at least five (5) working days before they are effective.
 4. *Board Minutes.* The Employer shall provide the Association President with two (2) copies of the approved minutes of each open session of the Board of Education.
 5. *Consultation.* The Employer may consult with the Association on any new or modified fiscal budgetary or tax programs, construction programs or revisions of educational policies provided that the Employer shall inform the Association, and specifically affected employees, of any decisions pertaining thereto prior to their implementation.

6. *Services & School Office Equipment.* The reasonable use of school office equipment such as designated typewriters, duplicating equipment and audio-visual equipment, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit employee, and shall not be used by any employee in such manner as to interfere with the discharge of his/her employment duties or the discharge of the duties of any other employee. The Employer shall be promptly reimbursed by the Association for all supplies used and for any damage.

7. *Employee Representation.* The 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. Therefore, it is agreed that a representative fee shall be deducted from the pay of each employee, except as herein after provided without any separate employee authorization to be used for the purposes and on the conditions herein set forth.
 - a. Association Membership Fee. The fee shall be the dues uniformly required of members of the Association.

 - b. Agency Service Fee. The fee shall be the legally permissible amount determined pursuant to applicable law and certified by the Association as the proportionate member cost directly attributable to the cost of collective bargaining representation, administration of the Agreement, and claim adjustments, which fee shall not be greater than the dues uniformly required of members of the Association. The agency service fee so certified and deducted shall be forwarded to the Association, provided that when an employee objects to the proper amount of such deduction, the amount of deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forms.
 - (1). If an employee fails to make a selection, he/she shall be deemed to have selected the payment of the agency service fee. The representation fee selected by an employee shall remain in effect until revoked by the employee in writing.

- c. Payroll Deduction. The Association, prior to September 1 of each year, shall certify in writing to the Employer the total amount of annual dues to be deducted from the pay of each employee electing to pay the Association membership fee or the agency service fee. Said dues shall be deducted in ten (10) substantially equal monthly installments from the second payroll in each month beginning with the second payroll in September. The Employer shall transmit within twenty (20) days the total aggregate monthly deductions made to such person as designated by the Association in writing, subject to any escrow retention by the Employer. The Employer assumes no responsibility for any errors in any subsequent deductions. In the event of over payment, the Association agrees to refund any such overpayment within twenty (20) days from notice thereof.

- d. Indemnification. The Association agrees to indemnify and hold the Allegan Area Educational Service Agency, the Board, each individual school board member and its designated agents harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including, but not limited to, back pay damages, unemployment compensation costs, attorney fees, and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any moneys for any reason associated with the provisions of this Article. The Association shall select its own legal counsel involved, in any, and shall be free to settle any disputes arising under this Article directly with the employee. The Employer will be allowed to retain its own legal counsel. Before retention of legal counsel the Employer shall consult with the Association.

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

- 1. *Association Representatives.* The Association shall promptly notify the Employer, in writing, the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

- 2. *Concerted Activities.* The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules, and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer during the term of this Agreement.

3. *Association Activities.* Except by the express agreement of the Employer, the performance of the duties of any employee shall not be interrupted for the purpose of conducting any Association activities whatsoever; provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.
- C. Association Leave. The Association officers and representative assembly delegates may have up to ten (10) days total per year, for the entire Association to attend workshops or conferences. The Association shall reimburse the Employer for the cost of any substitute required as a result of this provision.

ARTICLE 5

EMPLOYEE RIGHTS & RESPONSIBILITIES

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

1. Upon initial employment.
2. Upon return from a leave of absence.
3. To determine the existence of any condition which might impair the ability of an employee to properly discharge the essential functions of his/her duties or the existence of any condition which might be detrimental to the health or safety of others.
4. To verify the use of sick leave in cases of suspected abuse.

E. Use of Personal Vehicle. Any legal obligations from the operation, maintenance, or use of an employee's motor vehicle transporting students during the course of the employee's assigned job responsibilities will be governed in accordance with the Michigan No-Fault Act. Employees who transport students in the course of their assigned job responsibilities using their own vehicles and who incur out of pocket expenses arising out of an automobile accident during such activities that are not covered by available insurance may submit such claim to the Business Office for reimbursement not to exceed reasonable and customary standards for such reimbursements. If there is a dispute about the reasonableness of the reimbursement, it shall be settled by the grievance arbitration procedure. The Employer shall also designate vehicles for an employee's use when transporting students during the course of the employee's assigned job responsibilities.

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

ARTICLE 6

DISCIPLINE

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

ARTICLE 7

LEAVES OF ABSENCE

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

A. Leave Administration.

1. *Notice.* An employee shall give the Employer notice of his/her desire to be granted a leave as soon as the employee is aware of his/her need to be granted a leave so that the Employer will have the maximum time to provide for the employee's absence. The minimum notice time in any event for a leave for elective health care, or personal leave, shall be three (3) work days prior to the requested leave date, except that a shorter notice may be permitted in an emergency. The Employer's representative shall notify the employee of his/her determination within three (3) work days following receipt of the leave request unless the request requires Employer action.
2. *Leave Request.* Each leave request form shall include a requirement that the employee notify the Employer in writing of a specific time that the employee intends to return. If the employee fails to return on the date of such notice, the employee shall irrevocably and conclusively be deemed to have voluntarily quit.
3. *Verification.* The employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented material information concerning the purpose or the employee's eligibility for leave or for any leave benefits the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.
4. *Reinstatement Rights.* On the termination of a leave, the employee shall be returned to the job which he/she held prior to such leave or, if the job has been eliminated, to a similar job, provided that he/she is still qualified, subject to the rights of other employees pursuant to this Agreement.

Employees on an approved leave (other than a FMLA leave) during the second semester of any school year shall give the Employer notice of intent to return for the following school year not later than April 15.

- B. Employment-Related Injury. Absence due to injury or illness (including serious communicable illnesses such as ringworm or MRSA when contracted at work from staff or students) incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's leave days.
- C. Sick Leave. Sick leave shall be administrated in accordance with the following guidelines, namely:
1. *Use.* Sick leave may be used for:
 - a. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
 - b. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the District.
 - c. Physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
 - d. The serious illness of a member of the immediate family provided that such leave shall be limited to the use of three (3) days from accumulated sick leave and shall be taken only to the extent that the presence of the employee is reasonably required. The term *immediate family* shall mean any person who is a regular member of the employee's household or the spouse, father, mother, brother, sister, grandparent, grandchild, child, son-in-law, daughter-in-law, of the employee or of the employee's spouse, which includes those individuals on the foregoing list who are step-relatives of the employee.
 2. *Sick Leave Amount.* Sick leave will accumulate at the rate of one (1) day per month worked except as herein provided. School year employees shall be credited with one-half (1/2) of their sick leave at the beginning of each semester or five (5) per semester and twelve (12) month employees will be credited with one-half (1/2) of their sick leave days July 1st and one-half (1/2) of their sick leave days on January 1st. Unused sick leave will accumulate up to a maximum of thirty-five (35) days, plus thirty-five (35) days of reserved sick leave.
 3. *Used Days.* Sick leave shall be charged against work days only and shall cease to accumulate during such period as the employee is on a long term disability leave of absence, a general extended leave of absence, or is not otherwise regularly providing services to the Employer.

4. *Unused Days.* If employment is terminated, any accumulated sick leave shall be canceled and the employee shall not be compensated either in terminal pay or otherwise. If an employee shall not complete the work year, the Employer shall be reimbursed for any sick leave time which was used in excess of the sick leave time earned as of the termination date. The amount of unused sick leave shall be certified to the employee on a bi-weekly basis on their pay stub.
5. *Reserved Sick Leave.* Accumulation of sick leave beyond 35 days will be placed in an individual reserved leave account. This reserved account may accumulate up to a maximum of 35 days.
 - a. Sick leave is primary and will be used first for all regular sick leave purposes. No more than 35 days of primary sick leave will be used in one school year. Semi-annual credit of sick leave will always go first to the primary sick leave accumulation and any balance over 35 days to the reserved leave account.
 - b. Reserved leave is for use only in a doctor approved medical disability leave situation and only as described in this paragraph. Reserved days may be used after the exhaustion of all primary sick leave for an approved FMLA leave of absence. Reserved days may also be used as primary sick leave for a period not to exceed 12 months upon return to work after the completion of the FMLA leave.

D. Personal Leave.

1. Each employee on the payroll as of July 1 each year shall be credited with two (2) days of personal leave. Unused personal leave shall be converted to his/her sick time accumulation at the end of each year.
2. Limitations. No personal leaves will be granted on professional development days or the day before or the day after a holiday or regularly scheduled vacation period. For an employee assigned to Hillside West, personal leave may be requested (subject to the notice requirements stated above) on the day before or after a holiday or regularly scheduled vacation period, for the purpose of attending school conferences, school events or school activities (Pre-K through 12 grade or higher education) involving a member of the employee's immediate family. Personal leave may be used in the first week of school in the case of an emergency.

- E. Jury Leave. An employee shall be entitled to leave with pay, less any jury service fees paid, for jury service if he/she is unable to be excused or to have such services rescheduled to a time which does not conflict with the discharge of his/her scheduled employment duties. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

- F. Funeral Leave. An employee shall be entitled to leave for the specific purpose of attending the funeral due to the death of his/her immediate family as stated in Article 7, C., 1 (d) if the employee desires to attend the funeral of such person. If the absence is during a holiday or during an unscheduled work period, no pay will be due. Leave of up to three (3) days per death. Length to be determined by the Administration after consultation with the employee.
- G. Disability Leave. An employee who is or will be physically or mentally disabled for more than three (3) consecutive days shall be granted a leave of absence in accordance with the FMLA guidelines. A notice of the employee rights and responsibilities under FMLA is attached as Appendix A.
1. *Duration of Leave.* An employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year.
 2. *Compensation Benefits.* An employee who has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible, reduced by the amount of any disability insurance benefits which the employee is eligible to receive from the Insurance Carrier.
 4. *Insurance Benefits.* The Employer shall continue its portion of the health insurance premium, for a period not to exceed one year from the first date of the disability, provided such insurance is not available to the employee from any other source.
- H. Unpaid Leave. The Employer may grant an unpaid leave of absence without benefit continuation upon the request of an employee for reasons of general health, family emergencies, and/or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:
1. The staffing needs of the Employer;
 2. The length of service of the employee and the probability that the employee will return to the service of the Employer; and
 3. The purpose or purposes of the leave.
- The duration of the leave shall be at the discretion of the employer and shall not exceed one (1) year.
- I. Conference Leave. Upon the request of an employee, the Employer may authorize the employee to attend a conference related to his/her area of assigned responsibility. Application and reimbursement procedures shall be in accordance with Employer policies.

J. An employee shall receive a sick leave payout at retirement (to be paid in June) to employees who submit a signed notice of retirement on or before March 1. The payment shall be:

1. 1% of that year's base wages if accumulated 21-24 days
2. 1.5% if 41-50 days
3. 2.0% if 51-60 days
4. 2.5% if 60-70 days

ARTICLE 8

LAYOFF & RECALL

- A. Determination and Effect. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of layoff. The Employer agrees to pay insurance benefit premiums for a period of sixty (60) days following the layoff for employees with one (1) or more year's seniority, provided coverage is not available from any other source. The Employer agrees to meet with the Association at least 10 school days before a final layoff list is presented to the Board, to discuss the classifications or positions within the bargaining unit that may be affected.
- B. Layoff Procedure. Except as otherwise provided in this Agreement, employees shall be laid off within a classification in the following order:
1. Probationary employees in the classification or area of certification to be reduced except when the non-probationary employee is not presently qualified, with minimal training, to perform the remaining work or does not hold the proper certification.
 2. The least senior hourly employee in the classification in which the reduction is to be made, provided that the remaining employees in the classification are presently qualified, with minimal training, to meet the requirements of the Employer.
 3. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority or the specific position to which the Board determines the teacher with less seniority should be assigned, provided, further that this procedure shall be subject to the Michigan Teachers Tenure Act.
 4. Any full year employee (Article 2, A, 1-p) whose position is reduced by fifteen percent (15%) or more, may bump the lowest senior employee in his/her classification, provided that (1) the more senior employee is fully qualified (Article 2A, 1k) and (2) any bumping occurs during the summer when the majority of students are not enrolled in the AAESA. New hires shall not be employed as long as there are bargaining unit members on layoff who are presently qualified for recall and who have not refused recall to a vacant or newly created position.
- C. Notice of Layoff. The Employer shall give ten (10) calendar days written notice of layoff to the employee(s) affected. If feasible, the Employer shall give not less than sixty (60) days written notice to the affected employee(s).

- D. Recall Procedure. The most senior employee in the area of certification or classification shall be recalled first, provided that the Employer shall determine that the employee is qualified to perform the duties of the position to be filled. If the employee shall fail to accept recall in writing by certified mail, return receipt requested, within ten (10) days from the date of notification by certified mail, return receipt requested, unless an extension is granted in writing by the Employer, this shall constitute voluntary resignation by the employee and automatic termination of his/her employment relationship with the Employer. A non-probationary employee shall be on recall for a period equal to his/her seniority but not to exceed three (3) years. Tenured teachers shall be on recall for three (3) years. Laid off full time employees may reject recall to part-time work and maintain recall rights to full time employment.
- E. Change of Address. It shall be the responsibility of each employee to notify the Employer of any change of address, or in qualification and/or certification by April 15 of each year, and to notify the Employer of any pending new credentials that will be completed by June 30. The employee's address, qualifications, and certification as it appears in the employee's personnel file as of the date layoff notice is issued shall be conclusive.
- F. Association Notice. The Employer shall notify the Association of each layoff and recall by providing the Association with a copy of the affected employee's layoff or recall notice. The decision of the Employer shall be binding unless the Association shall object within two (2) work days and shall confirm the objection in writing within five (5) work days. If the Employer does not accept the Association claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedure. Except as a hearing officer shall determine that the employer acted in bad faith, the remedy shall be limited to implementing the proper layoff or recall.
- G. Seniority. Technical & Education Center Employees. Paraprofessionals working at the Technical and Education Center will have a separate seniority list. Paraprofessionals employed at the Technical and Education Center will not have seniority rights for positions outside of the Technical and Education Center unless such rights have been gained by actually being employed outside the Technical and Education Center. Paraprofessionals not employed at the Technical and Education Center will not have seniority rights to positions at the Technical and Education Center unless they have actually been employed at the Technical and Education Center.
1. Salaried Employees. A new salaried employee shall be on probation for such period as permitted by law, or, if no probationary period is provided by law, for the first two (2) years of continuous employment provided that the Employer shall have the right to extend the probationary period by one (1) year. During such probationary period, the employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer. Employer paid leave time shall serve as part of continuous employment.

2. *Hourly Employees.* A new hourly employee shall be on probation for the first year of continuous employment. The employer shall have the right to extend the probationary period by one (1) year if the employee receives a less than satisfactory evaluation. During such probationary period, the employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer. Paid leave time shall serve as part of continuous employment.
3. *Seniority Classification.* For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments.
 - a. Paraprofessionals
 1. Technical and Education Center
 2. Hillside Learning and Behavior Center
 - b. Secretary, Receptionist
 - c. Salaried Employees
 - d. Lifeguard/Aquatic Coordinator
 - e. Custodial/Maintenance
 - f. Nurse

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

1. Seniority is defined for purposes of this agreement as the date of approval for hire by the Board of Education.
 2. A person on layoff shall not continue to accrue seniority during his/her period of layoff but shall retain his/her seniority accumulation existing at the time of layoff subject to the other provisions of this Article.
 3. Persons working less than one-half (½) time shall accrue seniority/service on a one-half (½) year rate.
- I. Loss of Seniority. Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an employee:
1. Voluntarily resigns.
 2. Retires or dies.
 3. Is totally and permanently disabled.
 4. Is discharged and is not reinstated, provided, however that the Employer may terminate the employment relationship if an employee fails to give proper notice of his/her intention to return from leave of absence or to return to work at the end of a leave of absence or vacation, or when recalled from layoff.
 5. Upon the expiration of recall rights or the failure to timely report for work after receipt of recall notice.

ARTICLE 9

COMPENSATION & BENEFITS

A. Compensation.

1. *Basic Compensation.*

- a. Compensation Schedule. The basic compensation of each employee shall be set on Schedule “A-1” and “B-1”.
- b. Initial Compensation. The initial placement of an employee on the compensation schedule shall be determined by the Employer on the basis of the applicant’s education and experience.
- c. Compensation Advancement. An employee shall advance to the next pay level on the compensation schedule upon the satisfactory completion of a work year in which the employee has provided services for at least one-half (50%) of his/her scheduled work year.

2. *Additional Compensation.* An employee shall be entitled to receive compensation in addition to his/her basic compensation as follows:

- a. Special Education Extended Year. Summer extended year employment opportunities shall be offered first to the employee holding that position during the regular work year provided they have obtained a satisfactory performance evaluation in the previous work year and then to other employees based on qualifications, satisfactory performance evaluation in the previous year, seniority, certification where applicable, and successful experience in working with the handicap and age group of students involved. Each factor will be given equal consideration.
 1. An employee providing services for an extended work year shall be entitled to a proportionate increase in compensation based on the Compensation Schedule (Schedule “A”) of the immediately preceding school year.
 2. The number of days and daily work schedule will be determined solely by the Board of Education.
 3. Employees shall be advised of summer employment opportunities by May 1 of the current work year and shall notify their supervisor/principal in writing by May 10 of the current year of the intention to work an extended year. The Employer reserves the right to amend the deadline.

4. "Extended Year" employees shall be entitled to utilize the leave of absence benefits to which they are entitled because of their employment during the regular work year, except that no more than five (5) days of accumulated sick leave may be used during the summer session.
- b. Technical & Education Center Extended Day/Year. Technical & Education Center extended day/year employment opportunities shall be offered first to the employee holding that position during the regular work day/year provided they have obtained a satisfactory performance evaluation, and then to other employees based on qualification, satisfactory performance, seniority, certification where applicable, and successful experience in working in the program involved. Each factor will be given equal consideration.
 1. The number of hours/days, work schedule, and program composition will be determined solely by the Board of Education.
 2. Compensation for extended day/year programming at the Technical & Education Center will be determined solely by the Board of Education.
 - c. Additional Assignments. The Employer may pay additional compensation for the voluntary performance of extra assignments requiring additional responsibility, effort, and skill. The amount of such compensation shall be determined by the Employer and the employee after consultation with the Association. The additional compensation shall terminate upon the completion of the assignment.
 1. When a qualified Paraprofessional agrees to substitute teach for the regularly assigned teacher, s/he shall receive \$25.00 in addition to their regular compensation.
3. *Pay Period.* The Employer shall provide the employee with the option of receiving their basic salary in twenty-two (22) or twenty-six (26) substantially equal installments plus additional compensation, if any. In any year that there should be 27 pay periods, the number of pays would go from 26 to 27 in that given year. If the employee selects the option of twenty-two (22) equal installments, the employee must notify the Employer prior to the first pay of the school year. If there is no notification by the employee, the basic salary shall be paid in twenty-six (26) or as specified above in twenty-seven (27) equal installments. The employee must state that he/she wants 22 pays prior to new contract beginning.
 4. *Pay Periods - Part-Time Hourly Employees.* Hourly employees that work less

than full-time will be paid on an hourly basis and not in twenty-six (26) equal installments. Extended summer employment instructional assistants will be paid on an hourly basis each pay period for the hours worked in that pay period during the summer.

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

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

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

- D. Tuition Reimbursement. The AAESA shall encourage the further education of its staff through tuition reimbursement as follows:

1. The Administration agrees to reimburse each Association member a maximum of \$700 over a two (2) year period.
2. Only courses that relate directly to the employees immediate job assignment, related to the educational profession, or will benefit the AAESA in serving its students/programs will be considered for approval.
3. Prior approval of the specific course, training, and institution by the Supervisor and prior notification to the Director of Finance and Operations is required.
4. Reimbursement shall be made after completion of the course and submission of evidence of the tuition being paid and satisfactory completion of the course.

- E. The Employer shall reimburse employees \$100.00 for the renewal of his/her required teaching certificate or other required license/certification upon receipt of said document and proof of payment.

ARTICLE 10

GRIEVANCE PROCEDURE

- A. Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been resolved through the use of normal administrative procedures. A grievance shall be an alleged violation of the expressed terms and conditions of this Agreement by an employee, group of employees, or the Association.
- B. Levels.
1. *Informal Adjustment.* Prior to filing a written grievance, the Grievant shall meet with the Immediate Supervisor for the purpose of attempting to resolve the alleged dispute without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the Grievant reasonably should have known of the event.
 2. *Level One.* If the written dispute is not satisfactorily resolved at the informal conference, the Grievant shall have ten (10) days within which to file a written grievance on the approved form.
 - a. The Immediate Supervisor shall reply within ten (10) days from the receipt of the written grievance.
 3. *Level Two.* If the reply is not satisfactory and a request is made to the Superintendent by the Grievant within ten (10) days from the receipt of the reply at Level One, a conference shall be held within ten (10) days from the receipt of such request. The purpose of such conference shall be to seek a positive and constructive disposition of the grievance. Any mutual agreement as to the disposition of the grievance shall be in writing. If the grievance is not satisfactorily resolved, the conference shall be adjourned and reconvened with a state mediator, if requested by both the Employer and the Grievant. If the grievance is not settled by agreement, the Employer shall file a reply within fifteen (15) days after the completion of the conference.
- C. Arbitration. If the grievance is not satisfactorily resolved at the Level Two conference, the grievance shall be submitted to an Arbitrator if such request is made within twenty (20) days from the receipt of the Level Two reply. The hearing shall be conducted in accordance with the following rules, namely:
1. The Arbitrator shall be selected by mutual agreement from the following list.
 - Deborah Brodsky
 - Kathryn VanDagens
 - Mark Glazer
 - Paul Glendon

If no arbitrator can be agreed upon, one shall be chosen by a drawing from the same list.

2. The hearing shall be conducted in accordance with the rules of the American Arbitration Association, provided however, that:
 - a. The duty and responsibility of the Arbitrator is to apply and interpret the express provisions of the agreement and shall not have the authority to add to, subtract from, alter, modify, vary, or ignore the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
 - b. The Arbitrator shall render his/her written decision within thirty (30) calendar days from the conclusion of the hearing or submission of briefs.
 - c. The rules may be amended in writing by the mutual agreement of the parties.
 - d. Either party shall have the right within ten (10) days from the receipt of the decision of the Arbitrator to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided however, that if application is not made within such time, the decision of the Arbitrator shall be binding.

D. General Procedures.

1. *Definitions.* As used in this Article, the word
 - a. “Grievant” means the Association or employee(s) filing the grievance. If a Grievant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
 - b. “Day” means a calendar day except a Saturday, Sunday, or scheduled holiday.
 - c. “Event” means the act or omission which allegedly violates one or more provision(s) of this Agreement.
2. *Form of Action.* All claims, replies and requests shall be in writing and shall be filed with each party.
3. *Exclusions.* The claim procedure shall not apply to:

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

ARTICLE 11

GENERAL PROVISIONS

- A. Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer this Agreement.
- B. Notice. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:
1. Employer's Address:

Allegan Area Educational Service Agency
Office of the Superintendent
310 Thomas Street
Allegan, MI 49010-9158
 2. Association's Address:

Michigan Education Association
PO Box 405
302 South State Street
Gobles, MI 49055
 3. Employee Address:

As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing.
- C. Scope, Waiver, and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of the Agreement shall be altered during the term of this agreement except upon the voluntary, prior written consent of both of the contracting parties, provided that nothing herein shall prohibit Employer's agreements which are not contrary to the express terms of this Agreement, and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- D. Duplication of Agreement. The Employer shall furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement and shall provide twenty (20) additional copies to the Association.

- E. Negotiations. Except as a provision of this Agreement may otherwise expressly require, neither party shall have any obligation to negotiate any subject that was, could have been, or could subsequently have been negotiated or renegotiated. Negotiations for a subsequent Agreement shall begin not earlier than ninety (90) days before the contract expiration date upon the written request of either party.
- F. Effective Date and Termination. This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight, June 30, 2012.
- G. Prior Practices. This Agreement shall supersede any existing rules, letters of understanding, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.
- H. Problem Solving. A Joint Committee for the purpose of providing a forum for the submission, exchange and consideration of various matters of interest affecting the ongoing relationship between the Board and the Association. Each party shall appoint three (3) representatives.
 - 1. The Joint Committee shall meet at least three (3) times each school year. It shall be concerned with developing an effective and candid communication relationship between the parties, and may propose non-binding recommendations to the Board or to the Association from time to time.
 - 2. It is expressly understood that this Joint Committee shall not be considered to be engaged in collective bargaining, and neither party shall be under any obligation to accept or implement any particular proposal. If the parties do agree to implement any proposal, it shall be reduced to writing in the form of a letter of understanding.
- I. Written Contracts. The employer shall provide all salaried employees with individual written contracts.

ARTICLE 12

HOURLY EVALUATION PROCEDURE

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

- A. Evaluation. The Employer shall be responsible for the evaluation of each employee in the performance of his/her assigned duties. Administration may inquire of any bargaining unit member factual information in regards to another member's job performance. Evaluations shall conform to the following guidelines:
1. *Philosophy of Evaluations*. The fundamental premise of evaluation is that the process and project will ultimately improve the quality of educational services in Allegan County. The goal of an evaluation system is to fairly and accurately assess and improve the quality and individual work performance and, ultimately, student outcomes.
 2. *Purposes of Evaluation*. The Allegan Area Educational Service Agency Board of Education and employees recognize that the purpose of evaluations are:
 - To improve individual employee performance
 - To validate the selection (hiring) process
 - To assist in making personnel decisions
 - To analyze the performance of the organization
 - To provide data for staff development
 - To assure employee awareness of job definition
 - To improve supervisory effectiveness
 - To improve evaluator/evaluated communications
 - To provide career growth opportunities
 - To raise the level of employee self-awareness
 - To positively impact student outcomes.
 3. *Criteria*. The principal criteria for a formal evaluation shall be furnished to an employee at least fourteen (14) calendar days prior to such evaluation.
 4. *Formal Evaluations*. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:
 - a. The formal evaluation shall be based on at least one (1) observation.
 - b. The observation is not limited to classrooms or work stations.
 - c. The evaluation shall be in writing using the Employee Evaluation Process revised March 2002.

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

ARTICLE 13

HOURLY EMPLOYEE SERVICES & DUTIES

- A. Duties. The duties of each employee shall include those activities within the employee's job description or assignment, it being expressly agreed that every incidental duty is not included in such description or assignment.
- B. Work Year. The number of work days in the school year for an employee scheduled to work a school year shall be set forth on Schedule "C" (Calendar).
- C. Work Week. The normal work week for employees shall be:
1. The normal work week for custodial/maintenance and office personnel shall consist of forty (40) duty hours.
 2. The normal work week for full-time paraprofessionals shall consist of a minimum thirty-five (35) hours per week.
- D. This section shall not be construed as providing a guarantee of hours.
- E. Work Day. The normal work day for employees shall include:
1. A duty-free lunch break of thirty (30) minutes each day to be taken in accordance with procedures established by the Employer.
 2. Such duties, meetings, activities, and assignments as shall from time to time be scheduled by the Employer, provided that such schedule shall not cause the work week on the average to exceed the normally assigned hours.
 3. Forty (40) hours per week employees shall be given a fifteen (15) minute paid rest period during each half of the work day, which rest periods shall not interfere with the normal operations of the Employer; provided, however, that an employee may with prior approval of the employee's immediate supervisor, forego such rest periods and extend the lunch break to no more than sixty (60) minutes.
 4. *Part-Time Employees*. The normal work week for a part-time employee shall be adjusted by the Employer on an individual basis in accordance with the number of hours employed and the duties assigned.
 5. *General Schedule Requirements*. Each hourly employee shall be subject to the following general requirements, namely:

- a. The Employer shall furnish each employee the procedure to be followed in the reporting of expected absence or tardiness or for the closing of the Hillside Learning & Behavior Center, Technical & Education Center, or the AAESA Administration Office. The Superintendent may require paraprofessionals to report during school closure for inclement weather after the 30 hours. If hours are canceled for a reason that does not allow the school district to count the hours of student instruction then the AAESA Board of Education shall reschedule the day and the school year employee shall work the rescheduled day without additional compensation. The Superintendent will not require employees to report for work on missed days that will be rescheduled.
 - (i) The paraprofessionals will not report if teachers are unable to report. It is further understood that those periods lost due to inclement weather shall be made up according to the procedures and guidelines established by the Employer and that those periods shall not require additional compensation.
- b. The Hillside Learning and Behavior Center and Technical & Education Center paraprofessionals shall be released upon the closure of the student day on days before scheduled vacations, holidays and when the student day is terminated early due to inclement weather. The administration may release other hourly employees in its discretion.

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

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

- g. The preference of the constituent district, in the case of a constituent district assignment.

2. *Assignment Procedures*

- a. General Procedure. The assignment procedure shall be in accordance with the following guidelines:
 - (i). An hourly employee who will be affected by a change in the assignment shall be consulted as soon as possible in advance of the change.
 - (ii). Paraprofessionals employed at the Technical & Education Center, shall not be entitled to be assigned to positions outside of the Technical & Education Center unless they have seniority in such positions due to previous employment by the Employer in such positions. Paraprofessionals not employed at the Technical & Education Center, shall have no right to be assigned to Technical & Education Center positions unless they have seniority in such positions due to previous employment by the Employer in such positions. It is understood that the qualification and assignment criteria must be satisfied.

G. Changes in schedules.

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

ARTICLE 14

VACANCIES & TRANSFERS (HOURLY)

- A. Vacancies and Transfers It is the objective of the parties to provide a procedure for the notification of employees of the existence of vacancies. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other employees have assigned positions and there is no employee who has claim to return to the position from leave of absence or layoff. The following guidelines shall be observed, namely:
1. If a vacancy occurs during the work year, the Employer may temporarily fill the position for the remainder of the work year in order to minimize any disruption.
 2. All permanent vacancies shall be posted for six (6) days at all AAESA work sites and made available at all other AAESA locations.
 3. *Selection.* Except as herein provided, transfers and promotions within the bargaining unit shall be made by the Employer on the basis of qualifications and seniority. The position shall be awarded to the most senior employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria of work history, performance evaluations, certification (where appropriate), testing for competencies related to vacancy, and best meets the needs of the organization. Qualifications are to be determined by the Employer.
- B. Association Cooperation. Employees are encouraged to notify the Employer at the earliest practical time if they do not intend to renew their contracts or assignment for the next school year.
- C. Jobs and Classification. The Employer, after consultation with the Association, may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one geographic location shall not constitute the modification or establishment of a new or revised job classification or position.

ARTICLE 15

HOURLY EMPLOYEES VACATION & HOLIDAYS

- A. Holidays. Each full-time/part-time hourly employee, as per Article 2, Section A-1 p and A.1.I, shall receive the following holidays if the holiday falls during the employee’s work year and the Hillside Learning and Behavior Center and/or Technical and Education Center are not in session.
- New Year’s Day together with either the day preceding or the day following
 - Memorial Day
 - Independence Day or equivalent
 - Labor Day
 - Thanksgiving Day and the day following
 - Christmas Day together with the day preceding and the day following (or equivalent)
 - The Superintendent shall designate an additional floating holiday.

1. An employee shall be paid his/her regular pay for any holiday falling on a work day which is observed as a holiday by the Employer, provided that the employee worked the scheduled work day preceding and following the holiday. Definition of work for this paragraph is actually reporting to the workplace, or a pre-approved vacation day, a pre-approved sick day, or a medical emergency requiring medical treatment.
2. Employees that have six (6) or more years of service with a good attendance record will be awarded a floating holiday. Good attendance shall be defined as an employee who has used not more than half of their allocated sick days during the past 12 month period beginning July 1 and ending June 30. The allocation shall be made on the July 1 following their sixth (6) year hire date.

- B. Vacation. Each hourly employee, other than a Paraprofessional, who is regularly scheduled to work at least forty-five (45) weeks during the fiscal year, shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the Employer. Vacation time will be allotted each pay period according to the following schedule:

<u>Employment Period</u>	<u>Vacation Allowance</u>
Through nine (9) years of uninterrupted service	3.07692 hours per pay period (10 work days per year)
Beginning year ten (10) or more years of uninterrupted service	4.61538 hours per pay period (15 work days per year)
Beginning July 1, 2010 Beginning year fifteen (15) or more years of uninterrupted service; applicable only to employees who were hired	6.153846 hours per pay period (20 work days per year)

prior to July 1, 2010. If employee is scheduled to work less than 52 weeks, it shall be prorated. E.g., if scheduled to work 45 weeks, the vacation shall be $\frac{45}{52}$ of 4 weeks, or 17 days.

- C. The employee will automatically attain the next level of vacation time allotment beginning the first pay period following the employee's hire date. Vacation time will be limited to an accumulation of not more than 160 hours unless the employee has written approval of the Superintendent. If an employee is terminated for cause, any unused vacation time shall be forfeited.

ARTICLE 16

SALARIED EMPLOYEE EVALUATION PROCEDURE

The following shall be the procedure for all salaried employees as defined in Article 2, Section A, 1(l). All salaried employees shall be evaluated at least once every three (3) years.

- A. Evaluation. The Employer shall be responsible for the evaluation of each employee in the performance of his/her assigned duties. Administration may inquire of any bargaining unit member factual information in regards to another member's job performance. Evaluations shall conform to the following guidelines:
1. *Philosophy of Evaluations.* The fundamental premise of evaluation is that the process and project will ultimately improve the quality of educational services in Allegan County. The goal of an evaluation system is to fairly and accurately assess and improve the quality and individual work performance and, ultimately, student outcomes.
 2. *Purposes of Evaluation.* The Allegan Area Educational Service Agency Board of Education and employees recognize that the purpose of evaluations are:
 - To improve individual employee performance
 - To validate the selection (hiring) process
 - To assist in making personnel decisions
 - To analyze the performance of the organization
 - To provide data for staff development
 - To assure employee awareness of job definition
 - To improve supervisory effectiveness
 - To improve evaluator/evaluated communications
 - To provide career growth opportunities
 - To raise the level of employee self-awareness
 - To positively impact student outcomes.
 3. *Criteria.* The principal criteria for a formal evaluation shall be furnished to an employee at least fourteen (14) calendar days prior to the first observation.
 4. *Formal Evaluations.* A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:
 - a. The formal evaluation shall be based on at least two (2) observations.
 - b. Observations are not limited to classrooms or work stations.
 - c. The evaluation shall be in writing using the Employee Evaluation Process Revised March 2002
 - d. Any observation upon which the evaluation is based shall be conducted

openly. An unsatisfactory rating shall not be based solely on undocumented hearsay not brought to the employee's attention.

- e. Upon request, a post observation conferences shall be held within ten (10) working days of each observation. If concerns are identified, the employee shall receive a written summary of performance concerns within ten (10) working days of the observation.
 - f. A copy of the formal evaluation resulting from the observations shall be given to the employee at the time of the conference or within ten (10) working days thereafter. If the work of the employee is unacceptable the evaluator shall point out in specific terms the employee's alleged inefficiencies observed and identify specific ways in which the employee is to improve. Any plan of assistance or individualized development plan shall be composed in consultation with the employee. If the employee disagrees with the observations or evaluation, the employee shall submit with ten (10) days a written statement which shall be attached to the observation or evaluation and placed in the employee's personnel file.
 - g. Probationary teacher evaluations must be completed no later than ninety (90) days prior to the end of the probationary year.
5. *Re-Evaluation.* If an employee disagrees with a formal evaluation, they shall have the right to have a re-evaluation if such re-evaluation is requested in writing within ten (10) working days from the receipt of the original evaluation. The employee shall state in writing the specific reasons for the request for re-evaluation. The employee may request a different evaluator from within the administrative staff of the Allegan Area Educational Service Agency. The administrative staff member must be deemed qualified to conduct the re-evaluation by the Superintendent or his/her designee.
6. *Probationary Teacher/Tenure Track Certified Professional.* Probationary Period Observation – the annual year-end performance evaluation shall be based on, but is not limited to, at least two classroom observations held at least 60 days apart (60 days between the first and last observation) unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. This evaluation must contain an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan (See Teacher's Tenure Act, Article II, Section 3a-1).
7. *Continuing Tenure Observation.* The performance evaluation shall be based on, but is not limited to, at least two classroom observations conducted, during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan (see Teachers' Tenure Act, Article III, Section 3-1).

ARTICLE 17

SALARIED EMPLOYEE SERVICES & DUTIES

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

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

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

- a. A salaried employee not under the direct supervision of the Employer shall file a daily schedule with the AAESA Administration Office and shall notify the Employer in accordance with rules established by the Employer of any material changes in the daily schedule.
 - b. If a constituent district is not in session for students, the salaried employee shall report to the AAESA Administration Office and shall be subject to the schedule of such office while so assigned except as the salaried employee may be excused in accordance with procedures established by the Employer. Programs housed in constituent districts will follow daily schedule and school closing procedures in the constituent district. The Employer reserves the right to assign additional duties to achieve equivalency of work years to the extent feasible.
 - c. The Employer shall furnish each employee the procedure to be followed in the reporting of expected absence or tardiness or for the closing of the Hillside Learning & Behavior Center, Technical & Education Center, or the AAESA Administration Office. The Superintendent may require teachers to report during school closure for inclement weather after 30 hours of closure. If the hours are canceled for a reason that does not allow the school district to count the day as a day of student instruction then the AAESA Board of Education shall reschedule the day and the school year employee shall work the rescheduled hours without additional compensation. The Superintendent will not require school year employees to report for work on missed days that will be rescheduled.
 1. Salaried employees serving constituent districts shall follow the make-up procedures of those districts. On an inclement weather day, an itinerant staff person shall not be required to report to the AAESA's Administration Offices during periods when a district served is closed. It is further understood that those periods lost due to inclement weather shall be made up according to the procedures and guidelines established by the Employer and that those periods shall not require additional compensation.
 - d. All salaried employees shall be released upon the closure of the student day on days before scheduled vacations, holidays and when the student day is terminated early due to inclement weather.
- E. Assignments. Both parties recognize the desirability of placing each employee in a position which will most effectively use the employee's skills and experience while providing for the staffing needs of the Employer. Assignments shall be made in accordance with the following guidelines, namely:
1. *Assignment Criteria.* Subject to the provisions hereinafter set forth, the Employer

shall have the discretion to determine the assignment of an employee, and the Employer agrees to consider the following items in rank order.

- a. The requirements of any applicable federal, state, and/or local laws.
- b. Qualifications and skills required for the position as defined in the job posting, job description or like document.
- c. Where applicable, the certification, applicable academic preparation (including majors and minors), teaching or work experience.
- d. The length of service of the employee with the Employer.
- e. Employee personnel file.
- f. The preference of the employee for the assignment.
- g. The preference of the constituent district, in the case of a constituent district assignment.

2. *Assignment Procedures.*

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

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

ARTICLE 18

VACANCIES & TRANSFERS (SALARIED)

- A. Vacancies and Job Openings - Salaried Employees. It is the objective of the parties to provide a procedure for the notification of employees of the existence of vacancies. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other employees have assigned positions and there is no employee who has claim to return to the position from leave of absence or layoff. The following guidelines shall be observed, namely:
1. All permanent vacancies shall be posted for six (6) days at all AAESA work sites and made available at all AAESA locations.
 2. If a vacancy occurs during the work year, the Employer may temporarily fill the position for the remainder of the work year in order to minimize any disruption.
 3. *Selection.* Except as herein provided, transfers and promotions within the bargaining unit shall be made by the Employer on the basis of qualifications and seniority. The position shall be awarded to the most senior employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria of work history, performance evaluations, certification (where appropriate), testing for competencies related to vacancy, and best meets the needs of the organization. Qualifications are to be determined by the Employer.
- B. Jobs and Classification. The Employer, after consultation with the Association, may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one geographic location shall not constitute the modification or establishment of a new or revised job classification or position.

ARTICLE 19

FLEX TIME

- A. Flex Time. Flex time for hourly employees may occur based on a mutual agreement with the immediate supervisor to adjust the normally scheduled work hours. Flex time may not be used if the employee's resulting work hours will exceed 40 in any work week.
1. Flex time is normally to be taken during the same work week or pay period.
 2. Flex Time is earned at 1.0 times the number of the minutes/hours worked over the usual work day and shall not result in an overtime or compensatory time obligation.
 3. All flex time hours worked or paid shall be accurately recorded by the employee and supervisor in the manner determined by the Employer.
 4. A form for this purpose will be mutually developed.

ARTICLE 20

HEALTH AND SAFETY CONDITIONS

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

ARTICLE 21

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed November 10, 2011 and to be effective as of July 1, 2011 through June 30, 2012, unless otherwise stated in this Agreement.

EMPLOYER

ASSOCIATION

Allegan Area Educational Service Agency

Educational Staff Association
Of Allegan County - MEA

By Mark Dobias
Mark Dobias, Superintendent

By Cynthia Cross
Cynthia Cross, President

By Phyllis Drozd
Phyllis Drozd, Board President

By Kristi McGorman
Kristi McGorman, Vice President

Schedule A-1
2011-2012 Hourly Staff Compensation

STEPS	1	2	3	4	5	6	7
Secretary/Receptionist	\$11.87	\$12.41	\$12.96	\$13.50	\$14.04	\$14.46	\$14.60
Paraprofessionals	\$9.72	\$10.04	\$10.80	\$11.16	\$11.87	\$12.42	\$13.34
Custodian	\$10.80	\$11.35	\$11.87	\$12.42	\$12.96	\$13.50	
Building Custodian	\$12.14	\$12.70	\$13.22	\$13.77	\$14.30	\$14.86	
Maintenance	\$15.67	\$16.20	\$16.74	\$17.27	\$17.83	\$18.61	
Grandparent Rate	\$11.75	\$12.30	\$12.83	\$13.37	\$13.90	\$14.44	\$14.96 ◇
Aquatic Coordinator	\$19.17	\$19.70	\$20.25	\$20.78	\$21.32	\$21.86	
Nurse	\$19.70	\$20.25	\$20.78	\$21.32	\$21.86	\$22.41	
Lifeguard	\$15.11	\$15.67	\$16.20	\$16.74	\$17.27	\$17.83	

Secretary:

- One year certificate or 30 college credit hours in a secretarial program earn an additional \$.50 per hour.
- Two year certificate or Associates degree earns additional \$1.00 per hour.
- Existing employees, who do not have a certificate or degree, with 10 years or more experience with the Employer, shall be eligible for a stipend of 75¢ per hour. New hires after 8-31-04 will not be eligible to receive the experience stipend.

Paraprofessional:

- Meeting NCLB requirement with portfolio or testing requirement earn additional \$.35 per hour.
- Associates degree earns additional \$.75 per hour.
- Longevity earns additional \$.18 per hour with 8 years or more of service with the Employer.

Custodian/Maintenance – Additional \$1 per hour if the person holds a license in plumbing, electrical and/or HVAC (could receive a maximum of \$3 per hour). In order to receive the additional compensation, the position must require the certification.

◇ Secretary with an Associate’s Degree. *Red lined employee.

All other bargaining unit employees shall receive a one-time stipend of \$485, prorated for less than full time, in September 2011.

Schedule B-1

2011-2012 Salaried Staff Compensation

Step	BA	BA+18	MA	MA+30
1	\$33,063	\$34,122	\$35,180	\$36,658
2	\$34,386	\$35,487	\$36,587	\$38,124
3	\$35,708	\$36,852	\$37,994	\$39,590
4	\$37,032	\$38,216	\$39,403	\$41,057
5	\$38,355	\$39,581	\$40,809	\$42,523
6	\$40,668	\$41,970	\$43,271	\$45,089
7	\$42,983	\$44,358	\$45,734	\$47,655
8	\$45,298	\$46,747	\$48,196	\$50,221
9	\$47,612	\$49,136	\$50,659	\$52,787
10	\$49,927	\$51,524	\$53,122	\$55,354
11	\$52,242	\$53,912	\$55,584	\$57,919
12	\$54,556	\$56,302	\$58,047	\$60,485
13	\$56,870	\$58,690	\$60,509	\$63,051
14	\$59,185	\$61,078	\$62,972	\$65,618

All credits earned for salary column (horizontal) advancement must be semester hours, graduate level credit, or a planned graduate level program from a State of Michigan accredited college or university specifically related to the employee's work assignment. Transcripts must be on file with the employer. No correspondence courses are to be included.

2011-2012 Wages. Salaried staff eligible for step increases in 2011-2012 shall advance to the appropriate next step on the 2010-2011 salary schedule, however, they shall be paid during 2011-2012 ¼ of their actual step raise, to be paid in one lump sum in September 2011. The payment of any additional step amount beyond the 2011-2012 step salary shall be subject to negotiations for a successor agreement when the 2011-2012 agreement expires.

- For example, salaried staff on BA +18 step 7 in 2010-2011 (\$44,358) shall advance to step 8 in 2011-2012 (\$46,747), but shall be paid \$597.25 on schedule. When the contract expires, the payment of any additional step raise or portion of the increment from step 7 to step 8, shall be subject to negotiations and HB 4152. However, the base salary for such staff shall continue to be \$ 44,955.25 upon contract expiration.

All other bargaining unit employees shall receive a one-time stipend of \$485, prorated for less than full time, in September 2011.

SCHEDULE C

FRINGE BENEFITS

A. Insurance.

1. *General Provisions.* The Employer agrees to continue to provide throughout the life of this Agreement premiums for health, dental, disability, vision, and life insurance with a carrier and/or self funding program established by the Employer. The intent of this provision is to provide the Employer with the ability to obtain alternative carriers for equivalent, comparable or similar coverage. An employee must meet the eligibility requirements of the insurance carrier or such employee shall not receive the Employer's contribution. The Employer's sole obligation shall be to pay the insurance premiums. The Employer shall not be responsible for insurance coverage for any time the employee is not enrolled by the carrier, nor shall the Employer be responsible in the event a dispute arises concerning whether the applicable insurance provides a particular benefit.

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

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

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

2. *Insurance Coverage.*
 - a. As soon as administratively feasible following ratification, but not later than August 1, 2011, the insurance plan shall be modified to MESSA CHOICES II PPO, 300/600 in network deductible, 600/1200 out of network deductible, \$20 Office Visit rider and Saver RX drug plan.
 - b. Effective July 1, 2011, the Board's share of the CHOICES II premium shall be limited to 90% of the family, two person or single subscriber premium, as applicable.
 - c. The Employer will bid the non-health coverages and the lowest bidder providing benefits as close as possible to the current levels shall provide such benefits for the duration of this agreement.

- d. An Insurance Study Committee, consisting of up to three representatives from the AAESA and the ESAAI, will meet monthly starting in January 2012 to review and analyze insurance plan options to be recommended to the bargaining teams not later than May 15, 2012, for consideration when negotiating a successor agreement.
- e. Paraprofessionals. Paraprofessionals hired after January 1, 2007 shall be eligible for monthly single subscriber premium. The hourly wage of such employees shall be the Alternative Wage Scale. The Alternative Wage Scale is \$2.00 more per hour at each step than the hourly wage such employee would otherwise receive (Appendix A-1).
- f. Alternative Wage Scale & Benefits. Hourly employees receiving single subscriber, 2 person or full family insurance coverage any time on or after November 1, 2006, may elect via the cafeteria plan during open enrollment to receive the Alternative Wage Scale for his/her job classification and such employee shall then receive the same Board contribution described in subsection e above. Once the Alternative Wage is paid to the employee, the employee may not elect other wages or benefits unless s/he experiences a change in status as defined by the COBRA regulations.
- g. Section 125 Plan. Any elections made by the employee that result in an actual monthly premium cost in excess of the Board's contribution shall be paid by the employee through a section 125 payroll deduction.

IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY THE PARTIES THAT:

1. The AAESA shall provide Full-Family Dental and Vision Insurance through a self-funded program established by the AAESA for the term of the Collective Bargaining Agreement.
2. For the purpose of application of the dental and vision programs "Full-Family" shall be defined as employee's spouse and dependent children through age eighteen (18), full time high school students through age nineteen (19), and full time college students through age twenty-five (25). This definition shall apply exclusively to the implementation of the dental and vision programs.
3. The Full Family Dental Program shall provide the following benefits:

Class I and II benefits (regular dental care including dentures, bridges, and partials) shall be paid at 90% (ninety percent) of the dental charges. Orthodontic benefits shall be paid at 90% (ninety percent) of the dental charges with a lifetime maximum benefit of \$1,000 (one-thousand dollars). Class I and II benefits shall have a \$1,200 annual maximum benefit.

4. The Vision Insurance Program shall provide the following benefits. The schedule of benefits shall be available on a full-family basis with an \$800 (eight hundred dollars) annual full family benefit.

SCHEDULE OF BENEFITS

Examination by an Optometrist	\$ 36.00
Ophthalmologist	\$ 48.00
Spectacle Lenses (Pair)	
Single Vision - Clear	\$ 43.00
Tinted/Coated	\$ 40.00
Polaroid	\$ 55.00
Bi-focal – Clear	
Tinted/Coated	\$ 68.00
Polaroid	\$ 75.00
Tri-focal - Clear	
Tinted/Coated	\$ 83.00
Polaroid	\$ 90.00
Lenticular - Clear	
Tinted/Coated	\$ 99.00
Polaroid	\$ 110.00
Frames	\$ 125.00
Contact Lenses (pair, including the exam)	
Necessary	\$ 101.00
Cosmetic (Elective)	\$ 243.00
	\$ 137.00

Limited to one (1) examination, one (1) pair of lenses, one (1) set of frames or one (1) pair of contact lenses per year.

5. *Life Insurance.*

Employees qualify for life insurance based on the following criteria:

- Employees earning under \$20,000 with cash option receive \$5,000 life insurance.
- Employees earning over \$20,000 with cash option receive \$10,000 life insurance.
- All employees with health insurance earning over \$20,000 receive an additional \$5,000 life insurance.

- This life insurance is in addition to the \$5,000 life insurance incorporated in the MESSA Health Insurance Plan.

6. *Cafeteria Option.*

The Board shall establish a Cafeteria Plan in accordance with Section 125 of the Internal Revenue Code. The Cafeteria Plan shall provide employees who are eligible for health, dental and vision insurance with the option to receive cash in lieu of such insurance. If the employee elects a cash option in lieu of health insurance, the amount of the cash option shall be equal to \$400 per month. If the employee elects a cash option in lieu of health, dental and vision insurance, the amount of the cash option shall be equal to \$450 per month. An employee may elect to defer such cash into an IRS 403b account. To do so, the employee may be required to enter into a salary reduction agreement. An employee who opts to use the cash option to purchase an annuity must notify the business office, in writing, of this intention no later than October 1. Payments to annuity companies on behalf of employees will not commence until all of the proper forms and documentation are filed with the business office.

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

TABLE 1A

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

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

1. Recommendation for CTSO (Career & Technical Organization) advisors is provided only when student contestants are officially enrolled as members in their respective CTSO.
2. Any local competitions held do not require an officially enrolled member status – this is done as a cost saving matter to the AAESA.
3. The total remuneration found in Table 1A is for any one advisor, and is limited to \$1,200 in any one academic calendar year.
4. Only State Department of Education or otherwise approved recognized Career & Technical Student Organizations will qualify for stipends in Table 1A (FFA, HOSA, Skills USA, BPA, DECA).

5. Career & Technical Student Organization advisors will be responsible for submitting an “Annual Activity Summary Report” at the completion of the competitive year for their Career & Technical Student Organization, to be approved by the administration prior to payment. (This typically would occur shortly after national competition).
6. “Active Student Members” are calculated on a per advisor basis by training program.

C. Student Organization Advisor Responsibilities. The responsibilities include but are not limited to the following:

1. Recruit students into the Career & Technical Student Organization.
2. Assist in organizing the Career & Technical Student Organization Chapter(s) (elect officers, register members, communicate with state and national Career & Technical Student Organizations, arrange for dues, fees, etc. to be collected and paid, etc.).
3. Work cooperatively and in a timely manner to provide the administration with the necessary information to arrange for transportation, lodging, registrations, etc. for local, state, and national competitions.
4. Infuse the Career & Technical Student Organization activities into the program curriculum. Make the Career & Technical Student Organization co-curricular as opposed to extra-curricular.
5. Communicate with parents and local schools regarding student participation in Career & Technical Student Organization planned activities.
6. Work cooperatively with other advisors in planning, organizing, attending, chaperoning, etc. of Career & Technical Student Organization activities.
7. Attend, participate in, and assist students in participation in Career & Technical Student Organization leadership activities, seminars, competitions, etc.
8. Work cooperatively with Career & Technical Student Organization Advisors from other schools in the region or state to plan and implement competitions.
9. Prepare and implement local competition for students as per guidelines in rules or bylaws of the appropriate Career & Technical Student Organization.
10. Teachers or advisors are expected to accompany, chaperone, and supervise Career & Technical Student Organization students at local, district/regional, state, and national events.

- D. Mentor Teacher Compensation. A mentor teacher will be assigned to each probationary teacher who is in his/her first four (4) years of employment in classroom teaching and to each probationary teacher previously tenured in another district who is in his/her first two (2) years of employment in this district. The assignments shall be made by the Administration with input from the Association. The mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.
- E. A mentor shall be assigned by the employer in accordance with the following:
1. Participation of bargaining unit members as a mentor shall be voluntary.
 2. If a mentor is a bargaining unit member, he/she shall be compensated at the rate of \$400 per teacher, per school year, with no mentor being assigned more than two (2) teachers.
 3. Each mentor shall receive a job description and training. The Association and Administration will work together in order to accomplish these tasks.
 4. The Administration and the Association agree the relationship shall be confidential and the mentor and teacher shall not evaluate each other.
 5. Neither the mentor nor the teacher may refuse to truthfully disclose facts during a Board investigation of employee misconduct.
 6. Nothing in this article precludes the Administration from soliciting individuals outside the Association to serve as mentors, as provided in the State of Michigan School Code.

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

Letter of Agreement #1
Between
Allegan Area Educational Service Agency
And
Educational Staff Association of Allegan Intermediate, MEA/NEA

Due to the fact that IRS rules and guidelines surrounding employer 403(b) plans have changed, the parties agree:

1. The Board and the Association recognize the importance of providing investment alternatives to assist employees in achieving their retirement savings goal. Although the district intends to utilize TSA Consulting Group as a Third Party Administrator of district 403(b) plans, there will be no agreement between the district and the MRIC (Consortium) that is contrary to any provision contained in the Master Agreement. Vendors utilized and available to employees of the district shall be named as appropriate under IRS regulations and the Master Agreement.
2. As the regulations regarding the administration of 403(b) plans continue to evolve, the parties also agree that:
 - a. A plan document, consistent with all legal requirements shall be adopted on or before December 31, 2008. Furthermore no changes, except for those changes required by the IRS, shall be made to the Plan Document without mutual written agreement between the Board and the Association.
 - b. All bargaining unit members are eligible to participate in the plan at no cost whatsoever to bargaining unit members. If fees are changed to participants by the TPA, the Board and Association will reconvene to discuss these fees.
 - c. The Adoption Agreement attached as Exhibit A shall be approved by the Board on or before December 31, 2008.
 - d. Exhibit B, the list of vendors as of 12-12-08, will remain the same unless a particular vendor opts out of participating. Any deletions to the vendor list (Exhibit 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.
 - e. The parties have named TSA Consulting Group as the third party administrator (TPA) for the School District's (403(b) Tax Sheltered Deferred Retirement Plan.
 - f. The Board agrees to 'hold harmless' and defend, inclusive of reasonable attorney fees, affected bargaining unit members for any and all liability resulting from negligent error(s), omission(s), actual mishandling of the plan by the TPA, the Board, and/or the Administration and/or failure to comply with the terms of the plan, and/or failure to comply with applicable laws and/or regulations.

- g. The Board shall provide the Association and bargaining unit members who participate in the Plan with regular communications, important dates, mandated changes, and any legal limitations placed on the plan and/or its' administration.
- h. This Letter of Agreement is valid until either Party ay demand to bargain the 403(b) tax-sheltered annuity plan or anything related to its administration.

Mark R. Doherty
For the Board of Education

Agnete Cross
For the Association

Dated: 11.11.11

403b Investment Companies

Investment companies can offer a wide range of investment products and services to help meet your financial needs. The 403b retirement plans are tax deferred annuities, in which pre-tax dollars from your salary go into a retirement plan to help reduce your gross income for federal tax purposes. For example, if you put \$100 per pay in a 403b plan this only reduces your take home by \$65, which is a savings of about 35%. By setting aside \$100 per pay, earning 11% interest, you potentially could earn approximately \$170,000.00 over a 20 year period. Saving early is the key to living comfortably in retirement!

AIG Retirement (VALIC)

www.aigretirement.com
West Michigan District
2505 East Paris, SE Ste 180
Grand Rapids, MI 49546
616.285.5150

Ameriprise Financial

www.ameriprise.com
70100 Ameriprise Financial Center
Minneapolis, MN 55474
800.521.7283
6:00 am – 9:00 pm (CT)

The Legend Group/Williams & Co

www.wandcmy403b.com
4445 Wilson Ave, SE
Grandville, MI 49418
877.769.4032

Midwest Capital Advisors

www.midwestcap.com
3001 Orchard Vista Dr, SE
Grand Rapids, MI 49546
616.454.9608 (fax)

G.L.P. & Associates

www.glpwins.com
256 Center Street
South Haven, MI 49090
800.397.0245
269.637.4785 (fax)

MEA Financial Services

www.meafs.com
1480 Kendale Blvd.
P.O. Box 2501
East Lansing, MI 48826-2501
517.337.5594 (fax)

Plan Member Services

www.planmember.com
PO Box 512
Spring Lake, MI 49456
866.803.7759

Waddell & Reed, Inc.

www.wradvisors.com
625 Kenmoor Ave, SE Ste 215
Grand Rapids, MI 49546

Area Representative:

James Thompson
415.755.3152
616.285.5161 (fax)
ryan.nichols@aigretirement.com

Area Representative:

To contact a Financial Advisor
call 800.521.7283 or visit
www.ameriprise.com to work
with/locate an advisor.

Area Representative:

Al and Vicki Gort
800.884.4829
vickigort@williams-co.com
Gary Lucas
616.520.3014
gary@williams-co.com

Area Representative:

Ed Pike
616.454.9600 ext 15
616.560.5737 (cell)
epike@midwestcap.com

Area Representative:

Richard Barden
616.836.2296 (cell)
retirein54@yahoo.com

Area Representative:

Mike and Kim Foster
877.632.9480
269.629.0160 (fax)
mfoster@mea.org

Area Representative:

Dennis Cairns
616.846.0799
dcairns@planmembersec.com

Area Representative:

Joe VanDyke
616.855.8685
jvandyke47819@wradvisors.com

Letter of Agreement #2
Between
Allegan Area Educational Service Agency
And
Educational Staff Association of Allegan Intermediate, MEA/NEA

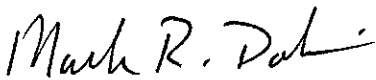
In order to comply with section 1249 of the Michigan Revised School Code, the AAESA and the ESAAI agree to form a subcommittee to review the draft teacher evaluation documents and make recommendations to the bargaining teams.

The subcommittee shall consist of no more than 5 individuals designated by each party, shall review Attachments A and B as distributed on March 24, 2011, as well as the teacher and ancillary staff evaluation forms, in order to make recommendations to the bargaining teams. The subcommittee shall report its progress to the bargaining teams after their third official meeting or not later than September 1, 2011. The parties agree that the valuation system is to be negotiated by the bargaining teams.

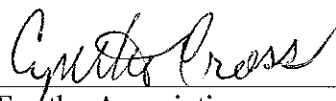
The parties understand that the new performance evaluation system which includes student growth as a significant factor is to be effective September 1, 2011 for the 2011-2012 school year.

The parties also agree to meet and review the efficacy of the system at mutually agreed dates and times beginning in March 2012.

This Letter of Agreement shall expire June 30, 2013 unless extended in writing by mutual agreement.



For the Board of Education



For the Association

Dated: 11.11.11

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



July 2011						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2011						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011						
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October 2011						
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November 2011						
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December 2011						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Allegan AESA 2011-2012

Tech & Ed Center

July

30 August Professional Dev. Day
31 August Professional Dev. Day

1 September Professional Dev. Day
2 September Labor Day Weekend
5 September Labor Day
6 September First Day for Students

5 October Pupil Count Day

24-25 November Thanksgiving Break

19-22 December Non-Instructional Staff Only
23 December Floating Holiday
26-30 December Holiday Break

2 January Non-Instructional Staff Only






8 February Pupil Count Day
17 February Non-Instructional Staff Only
20 February No Students/Staff Only

6 March No Students/Staff Only

2-6 April Spring Break/Non-Instruc Staff Only

28 May Memorial Day

14 June Last Day for Students
15 June Last Day for Staff

	First/Last Day for Students
	No Staff/Offices Closed
	Pupil Count
	No Students/Staff Only
	Non-Instructional Staff Only

All inclement weather make-up days will be at the end of the school year.

181 Student Days
187 Teacher Days

January 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2012						
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March 2012						
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April 2012						
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29	30					

May 2012						
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13	14	15	16	17	18	19
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27	28	29	30	31		

June 2012						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2011						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2011						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
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28	29	30	31			

September 2011						
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October 2011						
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November 2011						
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December 2011						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

Allegan AESA 2011-2012 Hillside West

187 Staff Days
182 Student Days

July

1-8 No School
11 No Students/Staff Only
25-29 No School

August

1-5 No School
22-26 No School

September

1 No Students/Staff Only
2-5 No School

October

5 Pupil Count Day
7 2 hr Early Release
10-14 No School

November

4 No Students/Staff Only
21-25 No School

December

21-30 No School

January

2-3 No School
13 2 hr Early Release
23 No School

February

8 Pupil Count
13-17 No School

March

1-2 No Students/Staff Only
9,12,30 No School (Snow day make up)
23 2 hr. Early Release

April

2-10 No School

May

21-31 No School

June

1 No School
8 2 hr. Early Release
25-29 No School

	No School
	No Students/Staff Only
	Student Count
	2 hr Early Release

Snow day make-up remainder will occur at the end of June.

January 2012						
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February 2012						
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March 2012						
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April 2012						
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29	30					

May 2012						
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June 2012						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Allegan AESA

2011-2012

Hillside East

Based on Hopkins Public

178 Staff Days

171 Student Days

Student Day: 8:15 – 2:43(H,M)/2:55 (E)

Teachers Day: 7:35 a.m.-3:28 p.m.

Parapros Day: 7:35 a.m.-3:18 p.m.

July 2011						
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August 2011						
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September 2011						
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October 2011						
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November 2011						
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December 2011						
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January 2012						
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February 2012						
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March 2012						
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April 2012						
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29	30					

May 2012						
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June 2012						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

August
31 No Students/Staff Only

September
1 No Students/Staff Only
2-5 No School
6 First Day for Students

October
5 Pupil Count Day
17 No School

November
23 No Students/Staff Only
24-25 No School

December
19-30 No School

January
2 No School
6 Parent/Teacher Conf. 5-7:00





February
8 Pupil Count
17 No School

March
2 No Students/Staff Only

April
2-6 No School

May
28 No School

June
1 Last Day for Students
4-6 Staff Only
13 Staff only 3.5 hrs. (May change)

	No School
	No Students/Staff Only
	Student Count
	First/Last Day Students

Snow day make-up remainder will occur at the end of June.

July 2011						
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August 2011						
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September 2011						
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11	12	13	14	15	16	17
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October 2011						
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30	31					

November 2011						
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December 2011						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Allegan AESA 2011-2012

12 MONTH EMPLOYEES

4 **July**
Independence Day

August

2-5 **September**
Labor Day Weekend
6 First Day for Students

5 **October**
Pupil Count Day

24-25 **November**
Thanksgiving Break

23 **December**
Floating Holiday
26-30 Holiday Break

January

8 **February**
Pupil Count Day

March

April

28 **May**
Memorial Day

	First Day for Students
	No Staff/Offices Closed
	Pupil Count

January 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2012						
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29			

March 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2012						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30