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AGREEMENT

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

ARTICLE 1 Recognition

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Public Act 112, for certified teaching personnel, school social workers, school psychologists, and occupational therapists; including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, and remedial reading teachers employed by the Employer, but excluding certified and non-certified supervisory and executive personnel, teaching principals, Headstart teachers, substitute teachers, temporary teachers, office and clerical employees, and all other employees. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in this paragraph. "Temporary Teacher" means a person who is certified and qualified to serve as a replacement for a regularly employed teacher on either a day-to-day basis or for less than sixty (60) continuous scheduled work days during a school year.

ARTICLE 2 Board of Education Rights

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

- 1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment, to establish written personnel and other policies;
- 2. To hire all employees, to determine their qualifications, without discrimination as to race, creed, religion, or national origin, and subject to the provisions of law, to determine their qualification and the conditions of their continued employment, or their dismissal or demotion, and to promote, transfer and retire all such employees.
- 3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Employer;
- 4. To manage the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- 5. To establish class schedules, the hours of instruction, and duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching school activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3 Association Rights and Responsibilities

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

- A. The Association may use designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities. All materials shall bear the name of the Association and the name of the person authorizing the posting thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed material shall be derogatory to the Employer or to any employee.
- B. The Association shall have the right to use school building facilities for meetings on the basis of scheduling the building for said meetings on the same basis as other community organizations within the school district, as long as the Association has a current Contract with the Employer.
- C. The Association, upon request and subject to scheduling by the Employer, shall have the right to use school computers, connectivity and other related equipment within the following guidelines:
 - 1. No such equipment shall be moved from school premises.
 - 2. No such equipment shall be used for any election campaign purposes.
 - 3. The Association shall pay the cost of materials, supplies, and damages to the equipment incident to such use.
 - 4. The Association shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such equipment and/or materials.
- D. The Association may use employee mail boxes and/or Employee's District e-mail in each school building to distribute Association materials. The Association shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the use of mailboxes or in connection with the materials distributed thereby.
- E. The Association shall promptly notify the Employer in writing of the names of its officers, which notice shall remain in effect until superseded by a new written notice.

- F. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that the provisions of this Agreement are complied with and that it will not directly or indirectly encourage, permit, or cause any concerted work stoppage, slowdown, strike, or other interference with the day-to-day operations of the Employer. The Association has been granted valuable benefits under this Agreement by the Employer, including, but not limited to, the collection of the Association's dues, and use of certain Employer facilities. In consideration of such benefits and to make meaningful the Association's covenant, if the Association materially violates this section, the Employer, in addition to any legal or equitable rights which it may have, shall have the right to suspend or terminate any or all of the benefits granted the Association under this Agreement.
- G. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representative of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.

ARTICLE 4 Employee Rights and Responsibilities

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

- A. Membership in the Association shall not be required as a condition of employment.
- B. The Employer and the Association agree that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.
- C. Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that those standards include the following:
 - 1. Maintaining a level of professional competence as may be required to adequately discharge his/her professional responsibilities which are within the scope of his/her certification.
 - 2. Adequate prior preparation for a professional assignment. Such preparation includes the development of lesson plans, teaching aids or other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the employee or as may be required in the absence of such employee. New staff are required to attend a three (3) day orientation prior to the beginning of the employee's first year of employment, or as soon as can be scheduled by the Administration. Orientation shall include ISD orientation, local building orientation, district orientation, AEA orientation and mentor orientation. Existing staff shall be required to complete annual updates necessary in the areas of Right to Know, Blood Borne Pathogens, State and Federal Laws, and/or other areas which may be identified by law.
 - 3. Sensitive to the stated, expressed needs and desires of his/her students and parents.
 - 4. Maintaining such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.
 - 5. Refraining from engaging in outside activities which materially interfere with the performance of his/her professional assignments.
 - 6. The prompt notification of the Employer of any physical or mental condition which may reasonably impair the ability of the employee to adequately discharge the employee's professional responsibilities.
 - 7. The obligation not to knowingly withhold or misrepresent material information concerning the employee's professional qualifications, the discharge of the employee's professional duties, or the eligibility or the employee to receive any benefits from the Employer.
 - 8. The employee shall check his/her voice messages and e-mail daily during the school year.

ARTICLE 5 Employee's Hours

- A. Employee's daily hours shall consist of pupil contact time and employee preparation time. Pupil contact time shall be defined as the time the employee shall be required to instruct and/or supervise students. Employee preparation time shall include time for lesson planning, curriculum study, curriculum council, a reasonable number of employees' meetings, parent conferences, student conferences, and administrator conferences.
- B. The employee's normal professional day will include the following:
 - 1. A 30 minute duty free lunch period.
 - 2. A normal work day not to exceed a total of 6 hours and 58 minutes of pupil contact time and employee preparation time, not including the duty-free lunch period, as scheduled by the Employer.
 - 3. Preparation time for all regular, specialists, special education employees shall be a minimum of two hundred twenty-five (225) minutes per week. The schedule shall include a minimum of forty-five (45) minutes, five (5) times per week.

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

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

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

4. Employees shall be required to attend meetings that deal with such professional matters as curriculum study, curriculum council, a reasonable number of employees' meetings, parent conferences, administrator conferences, etc. Whenever possible such meetings shall be scheduled at the most advantageous time of day for each building staff. A maximum of eleven (11) meetings of no more than 40 minutes beyond the employee day may be scheduled annually with a list of regular staff meetings scheduled provided to the employee prior to September 15th. There will be a minimum of 3 days notice given, should there be any schedule deviation (changes, deletions, additions) from the staff meeting scheduled prior to September 15th.

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

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

- C. When an employee finds it necessary to leave work for emergency reasons during working hours, the principal of the building or a member of the administrative team shall be consulted. A reasonable effort shall be made to grant such a request.
- D. The school calendar as mutually agreed upon by the Employer and the Association is in Appendix G. There shall be no deviation from this calendar without mutual agreement. A calendar shall contain 18 hours of parent-teacher conference time. If the calendar is increased in days, student hours, or employee hours in order to meet the minimum hours required by the State, the increase shall not be directly related to compensation.
- E. Any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be re-scheduled shall be scheduled as student instruction days immediately prior to the last student attendance day in June. However, by mutual agreement of the Employer and Association, re-scheduled days may be scheduled at other times. Professional compensation to employees shall not be reduced because of such school closings and make up days shall not be reduced because of such school closings and make up days shall be re-scheduled with no additional salary paid to employees.

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

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

ARTICLE 6 Professional Assignments

- A. If the employer determines that a vacancy exists (a vacancy shall be defined as a position that was caused by the resignation, retirement, transfer, termination or created/modified by the employer), the employer shall consider information gathered on the "Change of Assignment" Questionnaire in filling these positions. Any employee expressing an interest and not chosen, shall be notified.
- B. All vacancies described in the above section shall be posted in each building on the appropriate bulletin boards for ten (10) working days during the school year. In addition, for all employees, all postings will be sent to the employee's school e-mail address.
- C. The employer in filling the above positions shall consider:

Highly Qualified based on MI State DOE requirements Certification/ESEA Qualification North Central guidelines Seniority Prior experience Other factors as identified in the posting.

- D. When the vacancy occurs during the school year to avoid undue disruption, the employer may fill the position temporarily. The position shall be posted at the end of the school year. The Administration shall endeavor to provide employees with notice of tentative teaching assignments for the following school year by the last day of the current school year providing that assignment is different from the present year's assignment. The term "assignment" as used in this paragraph means assignment within the subject matter of instruction in the middle school and senior high school, and grade level in elementary school.
- E. It is agreed by the parties that from time to time it is in the best interest or necessary to transfer employees.

Transfer is not caused by an opening as described earlier and it does not require posting.

When a need for transfer occurs, the Employer shall request volunteers. If no volunteers are available, then the factors used to fill vacancies shall be used to complete the transfer.

- F. If the Association shall claim that a teaching assignment has been made contrary to the provision herein set forth, the Association may implement the procedures outlined in Article 14. The remedy shall be limited to implementing the proper assignment.
- G. The voluntary assignment of Appendix C activities is a responsibility of the Employer, and it shall be equitably carried out after discussing the assignment with the employee. Careful consideration shall be given to teaching load, experience, interest, and ability.

An employee shall not have tenure in any extra-curricular assignment as listed in Appendix C. An extra-curricular assignment may be temporarily or permanently discontinued.

- H. The Employer agrees to maintain an up-to-date list of substitute employees. Once an employee has reported unavailability, it shall be the responsibility of the Employer to arrange for a substitute employee. In the absence of a regular classroom employee, when the Employer has made reasonable effort and has been unable to secure a substitute employee, the Employer may place the students under the supervision of an administrator, if available or a volunteer employee. If the employee volunteers, the compensation shall be according to Appendix A.
- I. No provision of the Master Agreement shall violate any state or federal law or regulation. The parties agree to bargain any impact of any changes or new laws or regulations.
- J. An employee transferred, due to a reduction in staff, shall be placed on an "Involuntary Transfer" list. The employee shall be returned to his/her position as that position becomes available. The reassignment shall be completed at the beginning of the next school year or next semester if available. If the transferred employee voluntarily chooses another opening, their name shall be removed from the "Involuntary Transfer" list.

ARTICLE 7 Employee Evaluation

- A. The Employer shall be responsible for the evaluation of each employee in the performance of his/her professional duties. Formal evaluations shall conform to the following guidelines:
 - 1. The primary purposes of evaluation shall be to maintain a high quality of instruction in the Allegan Public School system.
 - 2. The formal evaluation instrument shall be the same for all employees. (See Appendix D)
 - 3. Employees hired with more than four (4) years experience in another district shall be termed probationary for up to two (2) years, but shall not be subject to the requirements of Section 1526 of the School Code. Employees in their first three (3) years of employment shall be subject to the terms of Section 1526, calling for the IDP process, identification of mentor, and professional development requirements as described in parts:
 - a. A mentor will be assigned by the Administration to the Association member probationary employee upon entrance of the employee into the system. The mentor insofar as possible shall be a tenured employee in the same building, grade or discipline as the probationary employee. It shall be the duty of the mentor to assist and counsel the probationary employee in acclimating to the teaching profession and the school system.
 - b. As a condition of continued employment, each probationary employee subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary employee for either the time connected with completion of the requirements, or for other associated costs such as enrollment courses and/or registration fees.
 - c. In keeping with the tenure laws enacted in 1993, the Building Administrator shall prepare an Individual Developmental Plan in conjunction with the employee.
 - 4. A probationary employee employed for the full school year shall be observed at least twice for a minimum of twenty (20) consecutive minutes each, at least sixty (60) calendar days apart, unless a shorter time period is agreed upon between the Administration and the employee.

- 5. A tenure employee shall be formally evaluated when the employer determines that the employee, or the educational program, would benefit from such evaluation, but in no event less than once each three (3) years. In the absence of a formal evaluation, the performance of the employee's professional assignment shall be deemed to have been satisfactory. If an employee wishes to receive written confirmation of satisfactory service, the employee shall give a written request to the Employer within ten (10) days of the close of the student school year. Observations shall be completed by no later than May 1.
- 6. Each formal evaluation shall be in writing and shall be based on a minimum of two (2) observations conducted with a full knowledge of the employee. Prior to the first observation, the evaluator shall meet with the employee to discuss the evaluation process. The evaluator may conduct additional pre-observation conferences. Within ten (10) work days after each observation, a conference shall be held. unacceptable performance, in a specific area identified on the Formal Evaluation Instrument (Appendix D.) which is noted during the observation shall be brought to the attention of the employee. An employee shall have the right to have a representative present at all evaluation and observation conferences. When the final evaluation is prepared, a conference shall be scheduled with the employee. A preliminary copy of the formal evaluation resulting from the observations shall be given to the employee at or prior to the conference and a final copy shall be given within ten (10) days after the conference. If the employee disagrees with the observations, recommendations, or evaluation, the employee shall submit within ten (10) work days a written reply, which shall be attached to the evaluation, and be placed in the employee's personnel file.
- 7. If an employee who has been rated needs improvement or unsatisfactory on an evaluation disagrees with such evaluation, the employee shall have the right to have a re-evaluation if such re-evaluation is requested within five (5) work days from the receipt of the final formal evaluation. The employee shall state in writing the specific reasons for the request for re-evaluation.
- B. The Employer may provide for such 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.
- C. An employee receiving a "Needs Improvement" on his/her final evaluation shall be offered a plan of assistance which will include a narrative identifying the areas of weakness along with suggested activities and resources available.
- D. An employee shall be placed on an Individualized Development Plan if the Employer determines that the professional competence of the employee is not satisfactory and that the employee would benefit from a program of assistance. The program shall:
 - 1. Identify areas requiring professional growth or adjustment.
 - 2. Contain specific suggestions or guidelines for improvement, and
 - 3. Provide for the periodic review of an employee's progress

An IDP shall not exceed twelve (12) months but may be extended by mutual agreement or a new program may be initiated. The Association agrees to encourage qualified employees who could contribute to the success of a program of assistance to provide reasonable assistance.

E. A Mentor Teacher will be assigned to each probationary employee for the duration of their probationary period. The Mentor Teacher will be assigned by the Administration to provide support, instruction and guidance. The purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the employee to the duties of the job, and to provide necessary assistance to provide quality instruction. The Board and Association agree the relationship shall be voluntary, confidential and shall not, in any fashion, be a matter included in an evaluation.

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

- 1. Every effort will be made to match a probationary employee with a Mentor who works in the same building.
- 2. Mentor Teachers will be assigned only one (1) mentee at a time, unless the Mentor agrees to take more than one (1) at the request of the Administration. Once a Mentor accepts the position, he/she will continue in that position for the duration of the probationary period unless the Administration agrees to release the Mentor from the responsibilities or the Administration re-assigns the Mentor.
- 3. The Administration has the right to assign a Mentor Teacher from the ranks of retired professional or college professionals in the event where no one on the staff will willingly serve or where there isn't a staff member with the same certification as the probationary employee.

ARTICLE 8 Employee Discipline Procedure

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

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

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

ARTICLE 9 Professional Compensation

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

ARTICLE 10 Leave Pay and Leave of Absence

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

B. Sick Leave

1. Each regular full-time and part-time school year employee shall be credited with sixty-six (66) sick leave hours at the beginning of each school year, at that employee's rate of pay and length of day. Unused sick days may accumulate without limit. These days may be taken as needed for personal illness, or for serious illness to the members of the employee's household, i.e., persons making their permanent residence in the employee's home, and a dependent as defined by the Internal Revenue Service. A day for the purpose of sick leave shall mean a work day. Any time less than a full day shall be pro-rated based on a six (6) hour day. Proration shall be calculated as follows: Time out of building in minutes, minus any lunch time, divided by 70. The resulting number rounded to two decimal places, shall be the number of sick hours charged to the employee. An employee who is employed for less than a full school year shall receive a pro-rated number of sick leave days.

2. Sick leave may also be used as follows:

- a. For funeral leave in the case of death to members of the employee's household (household as defined above).
- b. For serious illness or death in the employee's family as defined to include the employee's spouse, child, parents, grandparents, grandparents-in-law, parents-in-law, step-parent, step-child, brother, sister, uncle, aunt, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepsister or stepbrother.
- c. Funeral leave shall commence no later than five (5) days from the date of death. Leave as described shall be limited to ten (10) days per school year.
- d. By action of the Employer, exceptions may be made for individual cases under unusual circumstances.
- e. Employees may use up to two (2) of their sick days each year as personal leave days. Employees may carry over unused personal days to the following school year to a cumulative maximum of four (4) personal days that may be used in any one school year. No more than two (2) personal days may be taken consecutively at any time. In addition, one sick day may be converted to personal time for attendance at a school activity or event of a child or grandchild after all other personal time has been used. An employee shall provide a 24 hour prior notice to his/her building principal. No personal days shall be taken on a school day immediately before or after a recess without special permission from the Superintendent. No more than 10 employees may use a personal leave day on the same work day. Personal leave shall not be used to transact Association business.

- 3. While receiving workers' compensation payments for a work-connected injury or sickness, an employee will not receive sick leave pay, nor will the time taken off for such work-connected injury or illness reduce the employees' sick leave days. An Employee receiving workers' compensation shall have the right to receive any benefits which were earned but not yet taken prior to the time of such disability.
- 4. Upon retirement from the Allegan Public Schools with at least 10 consecutive years of service, the Board of Education will pay for an employee's accumulated sick time according to the following schedule: Employees accumulating a minimum of thirty (30) days of sick leave shall be compensated at \$10/day for the first 100 days and \$20 for every day thereafter. An employee who submits their resignation from the Allegan Public Schools in writing, by the last work day prior to Spring Break, of the school year preceding their retirement will receive an additional \$10/day for accumulated unused sick time up to 250 days.

C. Leave for Civic Responsibilities

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

D. Leave of Absence

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

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

E. Association Leave

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

F. Leave Administration

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

ARTICLE 11 **Teaching Conditions**

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

ARTICLE 12 Protection of Employees

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

ARTICLE 13 Negotiations Procedure

- A. Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public, and shall not be held during the regular school day except by mutual consent.
- B. An employee engaged during the school day in negotiating in behalf of the Association with any representative of the Employer, or participating in any grievance hearings including arbitration, shall be released from regular duties, without loss of salary. Either party hereto may require that contract negotiations between the parties, or grievance hearings including arbitration, be held during non-school hours. If the Association and Employer agree to hold any of the above activities during working hours, the Association agrees to either pay the cost of a substitute employee, or to provide a suitable volunteer substitute employee, needed to fill in for the individual bargaining unit member engaged in negotiations or grievance activities.
- C. The Board and Association agree to provide, in response to reasonable requests from time to time during negotiations, such information as required by law for good faith bargaining.
- D. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, nor each party may select is representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without the ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.
- E. The negotiation of a new Agreement shall begin upon the written request of either party, but not more than ninety (90) days prior to the expiration of this Agreement.

ARTICLE 14 Grievance Procedure

A. Definitions

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

B. Procedure for Adjudgment of Grievance

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

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

- **STEP 1** In the event the matter is not resolved informally, the problem shall be submitted in writing to the employee's immediate supervisor by the Grievant within twenty (20) days following the alleged occurrence giving rise to the grievance. Failure of the Grievant to file the grievance within the time limits or to appear at any meeting or conference in the grievance procedure will automatically cause the grievance to be voided.
- A. Within ten (10) days of receipt of the grievance, the above-designated Administrator shall have a conference with the Grievant. It is the immediate supervisor's responsibility, after consulting with the Grievant to set the time, place and date of conference, and to so inform the Grievant. The affected Grievant or Grievants must be present at such meeting.
- B. Within ten (10) days after the meeting, the immediate supervisor shall state his/her decision in writing, and furnish a copy thereof to the Grievant.
- **STEP 2** Within ten (10) days after receiving the decision in Step 1, the Grievant may appeal in writing to the Superintendent of Schools or his/her designee.
- A. Within ten (10) days of receipt of the grievance, the above-designated Administrator shall have a conference with the Grievant. It is the Administrator's responsibility, after consulting with the Grievant to set the time, place and date of conference, and to so inform the Grievant. The affected Grievant or Grievants must be present as such meeting.
- B. Within ten (10) days after the meeting, the Administrator shall state his/her decision in writing, and furnish a copy thereof to the Grievant.
- C. Grievances involving more than one (1) school building shall commence at Step 2, with the Grievant filing a written grievance with the Superintendent.

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

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

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

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

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

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

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

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

- C. All grievances, disputes, or other matters which may be processed under any State or Federal regulation or statute, including, but not limited to, Tenure Act proceedings, shall not be the subject matter of the grievance procedure herein established. Any determination or action taken under any such State or Federal regulation or law shall be binding to the extent required by such regulation or law.
- D. On agreement between the Board of Education and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual consent.
- E. An employee has the right to be represented at any step in the grievance procedure by an attorney of his/her own choice.

ARTICLE 15 Deductions for Professional Dues, Assessments and Fees

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain or drop their membership in the Association.
- B. <u>Employee Representation</u> 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 hereinafter provided without any separate employee authorization to be used for the purposes and on the conditions herein set forth.
 - 1. <u>Association Membership Fee</u>. The fee shall be the dues uniformly required of members of the Association.
 - 2. 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 fees 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 the 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.
- C. 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.
- D. The deduction of membership fees, or agency service fees, shall be made from one each regular pay check for ten (10) months, beginning in September and ending in June of each year and the Employer agrees promptly to remit to the respective Association all moneys so deducted, accompanied by a list of employees from whom the deductions have been made.
- E. The Association shall, on or before September 1st of the school year, furnish the Employer a list of all employees for whom deductions are to be made. Thereafter, during the school year, the Association shall provide the names of employees to be added to the list. The Employer will deliver to the Association's authorized representative, checks for payment of the dues deducted.

ARTICLE 16 Miscellaneous Provisions

- A. Copies of this Agreement shall be reproduced at the expense of the Employer and presented to all employees now employed or hereafter employed by the Employer during the term of this Agreement The Association shall reimburse the Employer for the cost of any additional copies which may be required.
- B. If any provisions of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Employer will provide to the President of the Association a copy of the Board of Education agenda, together with a copy of the previous Board minutes, at the time the agenda is forwarded to the Board members.

D. Shared Positions

- 1. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or his/her designee.
- 2. Salary and fringe benefits shall be pro-rated to equal the percentage of the contract worked.
- 3. Employees in shared positions must agree to accept full-time employment in the event the other employee in the shared time position terminates employment.
- 4. The participating employees must agree to share the position for the entire school year.
- 5. An unpaid leave of absence shall not be available by one employee without the consent of the partner assuming the full-time position.
- 6. The position shall be reviewed by all parties in the spring for the continuation for the following school year.
- 7. If the partnership is dissolved by any party, both partners shall be given full-time positions in accordance with the seniority provision of the Master Agreement provided that it does not result in layoff of an on-staff teacher.
- 8. The Employer shall have sole discretion not subject to grievance procedure, to accept or reject proposed shared time.

E. Part-Time

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

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

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

ARTICLE 17 Layoff and Recall

- A. Definition of Certified. It is agreed to by both parties that certified employees are those who meet the state and federal requirements.
- B. Seniority. The Employer shall maintain an up-to-date master seniority list of all employees and present the same to the Association by February 1 or each school year. The Association shall review this list and approve or object to it by February 15 of each school year. Once agreed to, this list shall be utilized to determine an employee's seniority in any lay-off procedure.

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

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

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

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

- C. Determination. The Employer shall have the right to reduce the number of employees in a given subject area, field or program or eliminate or consolidate positions or reduce the number of employees for such reasons as shall be determined by the Employer. Compensation and fringe benefits shall be suspended during periods of lay-off.
- D. Lay-Off Procedure. The following guidelines will be utilized whenever a staff lay-off becomes necessary due to financial and/or student count reasons.
 - 1. When it becomes apparent that lay-offs may be necessary, representatives of the Employer and the Association will meet to permit the Employer to outline the need for the proposed reduction in staff.
 - 2. To the extent permitted by law, probationary employees shall be laid off before tenured employees. Written notification of potential lay-off will be given to all affected tenured and non-tenured employees at least sixty (60) days prior to lay-off.
 - 3. The identification of the positions to be eliminated will be determined by the employer.

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

ARTICLE 18 Regular Education Initiative

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

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

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

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

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

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

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

ARTICLE 19 **Duration of Agreement**

- A. It is acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Any clause in this Agreement may be opened for negotiation upon mutual consent of both parties. A request for such negotiation, if initiated by the Association shall be in writing to the Employer, in care of the Superintendent of Schools. A request by the Employer shall be in writing to the Association in care of the then-elected President of the Association. Either party shall reply to such requests in writing within forty (40) days of the date such request is received by the agent indicated above. Nothing herein obligates either party to agree to open negotiations during the period of this Agreement.
- C. This Agreement shall become effective upon ratification by the Employer and the Association, and will continue in effect through June 30, 2013, at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of August 10, 2010.

WITNESSES:	ALLEGAN PUBLIC SCHOOLS
	By
	Its
	ALLEGAN EDUCATION ASSOCIATION, MEA-NE
	By
	Its

APPENDIX A
2010-2011
Allegan Education Association
Salary Schedule

BA		BA	BA+	MA		MA	MA +
STEP	INDEX	SALARY	SAL.	STEP	INDEX	SAL.	SAL.
Base	1.00	31790	32744	Base	1.00	33697	34651
1	1.05	33380	34381	1	1.05	35382	36384
2	1.10	34969	36018	2	1.10	37067	38116
3	1.15	36559	37655	3	1.15	38752	39849
4	1.2	38148	39292	4	1.20	40437	41581
5	1.25	39738	40930	5	1.25	42122	43314
6	1.31	41645	42894	6	1.31	44144	45393
7	1.37	43552	44859	7	1.37	46165	47472
8	1.43	45460	46823	8	1.43	48187	49551
9	1.49	47367	48788	9	1.49	50209	51630
10	1.55	49275	50753	10	1.55	52231	53709
11	1.61	51182	52717	11	1.61	54253	55788
12	1.62	51500	53045	12	1.67	56275	57867
13	1.63	51818	53372	13	1.72	57960	59600
14	1.64	52136	53700	14	1.76	59307	60986
15	1.65	52454	54027	15	1.77	59644	61332
16	1.66	52771	54355	16	1.78	59981	61679
17	1.67	53089	54682	17	1.79	60318	62025
18	1.69	53725	55337	18	1.81	60992	62718
19	1.71	54361	55992	19	1.83	61666	63412
20	1.73	54997	56647	20	1.85	62340	64105
21	1.75	55633	57301	21	1.87	63014	64798

2011-2012 Allegan Education Association Salary Schedule

BA		BA	BA+	MA		MA	MA +
STEP	INDEX	SALARY	SAL.	STEP	INDEX	SAL.	SAL.
Base	1.00	32108	33071	Base	1.00	34034	34998
1	1.05	33713	34725	1	1.05	35736	36748
2	1.10	35319	36378	2	1.10	37438	38497
3	1.15	36924	38032	3	1.15	39140	40247
4	1.2	38530	39685	4	1.20	40841	41997
5	1.25	40135	41339	5	1.25	42543	43747
6	1.31	42061	43323	6	1.31	44585	45847
7	1.37	43988	45308	7	1.37	46627	47947
8	1.43	45914	47292	8	1.43	48669	50047
9	1.49	47841	49276	9	1.49	50711	52147
10	1.55	49767	51260	10	1.55	52753	54246
11	1.61	51694	53245	11	1.61	54796	56346
12	1.62	52015	53575	12	1.67	56838	58446
13	1.63	52336	53906	13	1.72	58539	60196
14	1.64	52657	54237	14	1.76	59901	61596
15	1.65	52978	54568	15	1.77	60241	61946
16	1.66	53299	54898	16	1.78	60581	62296
17	1.67	53620	55229	17	1.79	60922	62646
18	1.69	54263	55890	18	1.81	61602	63346
19	1.71	54905	56552	19	1.83	62283	64046
20	1.73	55547	57213	20	1.85	62964	64746
21	1.75	56189	57875	21	1.87	63644	65446

- 1. Employees will be placed on the appropriate schedule (BA, BA+18, MA, or MA+15) based on the semester hours they have earned prior to September 1st and/or January 15th each year.
- 2. QUALIFICATIONS FOR BA+18 Any semester hours earned before September 1st, after the provisional certificate is received will be counted toward the 18 semester hours.
- 3. QUALIFICATIONS FOR MA+15 All semester hours and/or State Board Continuing Education Units (SBCEU's) equivalents earned after the MA is received must be in a field related to the employee's assignment if they are to count toward the MA+15 hour salary schedule. (Three SBCEU's is equivalent to 1 semester credit hour.)
- 4. Michigan Department of Education accredited distance learning classes may be used to qualify for the next salary level.
- 5. Part-time employees are entitled to compensation for a planning period equal to a proration of their hourly pay for each hour worked in a day according to their building schedule.
- 6. In order to advance a step on the salary schedule an employee's paid time for the preceding contract year must equal 50% or more of a full time teacher for that contract year. An employee with two consecutive years of less than 50% paid time will also advance one step on the salary schedule.
- 7. Employees who agree to an additional assignment for a semester or more during their entire planning time will receive 18% of their annual salary.
- 8. New employees will be granted up to seven (7) years of credit on the salary schedule when entering the Allegan Public School system, provided the individual is able to document seven (7) or more years of successful teaching experience as a regular classroom employee in a school district.

APPENDIX B Employee Benefits

HEALTH INSURANCE - The Employer will make available the following **MESSA PAK** insurance options from which each household may select one:

PAK A: MESSA SuperCare I Revised with Wellness Plan, the \$100/\$200 deductible, and \$10/\$20 Rx card, plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (VSP-2 Silver) described below. The employee shall have the difference between the Board's contribution for MESSA Choices II (as described in Pak C) and the rate for MESSA SuperCare I Revised deducted by payroll deduction. Pak A is not an available option effective 6/30/11.

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

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

PAK C: MESSA Choices II with \$10/40 Super Saver Rx card, \$200/\$400 in-network deductible and \$10 Office Visit plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below. Effective January 1, 2010 the employee shall contribute seven (7%) percent of the Choices II health insurance composite rate as provided by MESSA. The district will prefund 50% of the in-network deductible. For the 2012-2013 contract year the employee shall contribute an additional 2% of the Choices II health insurance composite rate as provided by MESSA, or an equivalent cost savings to the employer shall be achieved thrugh plan modifications.

GENERAL HEALTH INSURANCE PROVISIONS:

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

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

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

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

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

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

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

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

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

APPENDIX C ATHLETIC COACHES

2010-2011

Level A	Number	Index	Year 1		Year 4		Year 8		Year 12	
			(Bas	-	(Step 3)		(Step 7)		(Step 11)	
Haral Caral			\$	31,790	\$	36,559	\$	43,552	\$	51,182
Head Coach Football	1	0.13	\$	4 1 2 2	۲	4 752	۲	5,662	۲	6 654
Boys Basketball	1	0.13	۶ \$	4,133	\$ \$	4,753 4,753	\$	5,662	\$ \$	6,654 6,654
Girls Basketball	1	0.13	۶ \$	4,133 4,133		4,753 4,753	\$	5,662		6,654
Volleyball	1	0.13	۶ \$		\$ \$	4,753 4,753	\$ \$	5,662	\$ \$	6,654
Wrestling	1	0.13	۶ \$	4,133 4,133	\$ \$	4,753 4,753	\$	5,662	۶ \$	6,654
Girls Track	1	0.13	۶ \$	4,133 4,133	۶ \$	4,753 4,753	\$ \$	5,662	۶ \$	6,654
Boys Track	1	0.13	۶ \$	4,133 4,133	۶ \$	4,753 4,753	\$ \$	5,662	۶ \$	6,654
Girls Tennis	1	0.13	۶ \$	4,133 4,133	۶ \$	4,753 4,753	۶ \$	5,662	۶ \$	6,654
Boys Tennis	1	0.13	۶ \$	4,133 4,133	۶ \$	4,753 4,753	۶ \$	5,662	۶ \$	6,654
boys remins	1	0.13	Ą	4,133	Ş	4,733	Ą	3,002	ې	0,034
Assistant Coaches										
Football	7	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Boys Basketball	3	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Girls Basketball	3	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Volleyball	3	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Wrestling	2	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Girls Track	1.5	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Boys Track	1.5	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Girls Tennis	1	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Boys Tennis	1	0.09	\$	2,861	\$	3,290	\$	3,920	\$	4,606
Level B										
Head Coaches										
Baseball	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Softball	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Bowling	1	0.05	\$	1,590	\$	1,828	\$	2,178	\$	2,559
Boys Cross Country	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Girls Cross Country	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Golf	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Cheerleading-Fall	1	0.07	\$	2,225	\$	2,559	\$	3,049	\$	3,583
Cheerleading-Winter	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Boys Soccer	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Girls Soccer	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Boys Swimming	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Girls Swimming	1	0.11	\$	3,497	\$	4,021	\$	4,791	\$	5,630
Assistant Coaches										
Baseball	3	0.07	\$	2,225	\$	2,559	\$	3,049	\$	3,583
Softball	3	0.07	\$	2,225	\$	2,559	\$	3,049	\$	3,583
			•	•	•	•	•	•	•	•

Bowling	0.5	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Boys Cross Country	0.5	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Girls Cross Country	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Golf	2	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Cheerleading-Fall	2	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Cheerleading-Winter	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Boys Soccer	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Girls Soccer							
Level C							
Head Coach							
Girls 7th Basketball	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Girls 8th Basketball	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Boys 7th Basketball	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Boys 8th Basketball	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
7th Football	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
8th Football	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Girls 7th Volleyball	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Girls 8th Volleyball	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Cross Country	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Wrestling	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Tennis	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Track	1	0.07	\$	2,225	\$ 2,559	\$ 3,049	\$ 3,583
Assistant Coaches							
Girls 7th Basketball	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Girls 8th Basketball	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Boys 7th Basketball	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Boys 8th Basketball	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
7th Football	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
8th Football	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Girls 7th Volleyball	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Girls 8th Volleyball	1	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Cross Country	1*	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Wrestling	1*	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Tennis	1*	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Track	1*	0.06	\$	1,907	\$ 2,194	\$ 2,613	\$ 3,071
Miscellaneous							
Weight Room Monitor-							
Fall		0.06	\$	1,907			
Weight Room Monitor-		0.00	~	4.00=			
Winter		0.06	\$	1,907			
Weight Room Monitor-		0.06	\$	1,907			
Spring *Droviding the num	h a n a f a 4 h 1 a 4				 		

^{*}Providing the number of athletes in the program meet the requirements.

APPENDIX C ATHLETIC COACHES 2011-2012

Level A	Number	Index	(Ba			Year 4 (Step 3) \$ 36,924		Year 8 (Step 7) \$ 43,988		ar 12 ep 11) 51,694
Head Coach			Ţ	32,100	Ţ	30,324	Ą	+3,500	Ą	J1,0J4
Football	1	0.13	\$	4,174	\$	4,800	\$	5,718	\$	6,720
Boys Basketball	1	0.13	\$	4,174	\$	4,800	\$	5,718	\$	6,720
Girls Basketball	1	0.13	\$	4,174	\$	4,800	\$	5,718	\$	6,720
Volleyball	1	0.13	\$	4,174	\$	4,800	\$	5,718	\$	6,720
Wrestling	1	0.13	\$	4,174	\$	4,800	\$	5,718	\$	6,720
Girls Track	1	0.13	\$, 4,174	\$	4,800	\$	5,718	\$	6,720
Boys Track	1	0.13	\$, 4,174	\$	4,800	\$	5,718	\$	6,720
Girls Tennis	1	0.13	\$, 4,174	\$	4,800	\$	5,718	\$	6,720
Boys Tennis	1	0.13	\$	4,174	\$	4,800	\$	5,718	\$	6,720
Assistant Coaches										
Football	7	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Boys Basketball	3	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Girls Basketball	3	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Volleyball	3	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Wrestling	2	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Girls Track	1.5	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Boys Track	1.5	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Girls Tennis	1	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Boys Tennis	1	0.09	\$	2,890	\$	3,323	\$	3,959	\$	4,652
Level B										
Head Coaches										
Baseball	1	0.11	\$	•	\$		\$	4,839	\$	5,686
Softball	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Bowling	1	0.05	\$	1,605	\$	1,846	\$	2,199	\$	2,585
Boys Cross Country	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Girls Cross Country	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Golf	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Cheerleading-Fall	1	0.07	\$	2,248	\$	2,585	\$	3,079	\$	3,619
Cheerleading-Winter	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Boys Soccer	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Girls Soccer	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Boys Swimming	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Girls Swimming	1	0.11	\$	3,532	\$	4,062	\$	4,839	\$	5,686
Assistant Coaches	_		_		1		1		_	
Baseball	3	0.07	\$	2,248	\$	2,585	\$	3,079	\$	3,619

Softball	3	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Bowling	0.5	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Boys Cross Country	0.5	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Girls Cross Country	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Golf	2	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Cheerleading-Fall	2	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Cheerleading-Winter	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Boys Soccer	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Girls Soccer						
Level C						
Head Coach						
Girls 7th Basketball	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Girls 8th Basketball	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Boys 7th Basketball	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Boys 8th Basketball	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
7th Football	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
8th Football	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Girls 7th Volleyball	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Girls 8th Volleyball	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Cross Country	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Wrestling	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Tennis	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Track	1	0.07	\$ 2,248	\$ 2,585	\$ 3,079	\$ 3,619
Assistant Coaches						
Girls 7th Basketball	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Girls 8th Basketball	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Boys 7th Basketball	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Boys 8th Basketball	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
7th Football	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
8th Football	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Girls 7th Volleyball	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Girls 8th Volleyball	1	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Cross Country	1*	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Wrestling	1*	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Tennis	1*	0.06	\$ 1,926	\$	\$ 2,639	\$ 3,102
Track	1*	0.06	\$ 1,926	\$ 2,215	\$ 2,639	\$ 3,102
Miscellaneous						
Weight Room Monitor-Fall		0.06	\$ 1,926			
Weight Room Monitor-Winter		0.06	\$ 1,926			
Weight Room Monitor-Spring		0.06	\$ 1,926			

^{*}Providing the number of athletes in the program meet the requirements.

APPENDIX C <u>EXTRA-CURRICULAR</u> 2010-2011

Activity	Index	Yea	r 1	Yea	r 4
		(Ba	se)	(Ste	p 3)
		\$	31,790	\$	36,559
Band Camp	0.041	\$	1,303	\$	1,499
Band Director-MS	0.083	\$	2,639	\$	3,034
Band Director-HS	0.095	\$	3,020	\$	3,473
Camp-per night	0.0035	\$	111	\$	128
Class Advisor-9	0.024	\$	763	\$	877
Class Advisor-10	0.024	\$	763	\$	877
Class Advisor-11	0.033	\$	1,049	\$	1,206
Class Advisor-12	0.031	\$	985	\$	1,133
Club-Art, French, Spanish	0.018	\$	572	\$	658
Coach-Alt. Ed. Level 1	0.008	\$	254	\$	292
Coach-Alt. Ed. Level 2	0.015	\$	477	\$	548
Conflict Mgr. (Max. 3 per bldg.)	0.012	\$	381	\$	439
Debate	0.024	\$	763	\$	877
DECA	0.018	\$	572	\$	658
Dept. Head-Core (MS/HS)	0.032	\$	1,017	\$	1,170
Dept. Head-Non Core (2 or less) MS/HS	0.012	\$	381	\$	439
Dept. Head-Non Core (3 or more) MS/HS	0.024	\$	763	\$	877
DI/Knowledge Masters Coaches	0.015	\$	477	\$	548
DI Coordinator	0.02	\$	636	\$	731
Forensics	0.024	\$	763	\$	877
Gifted/Talented Teacher/Session	0.013	\$	413	\$	475
Gifted/Talented Secretary	0.03	\$	954	\$	1,097
Grade or Lead Teacher-Core (Elem)	0.032	\$	1,017	\$	1,170
Grade or Lead Teacher-Non Core (Elem)	0.024	\$	763	\$	877
Grade or Lead Teacher (MS)	0.012	\$	381	\$	439
Industrial Arts	0.018	\$	572	\$	658
Life Management EMI/TMI-cooking	0.006	\$	191	\$	219
Life Management-cooking/sewing	0.018	\$	572	\$	658
Mentor Teacher	0.012	\$	381	\$	439
Michigan Youth in Government	0.018	\$	572	\$	658
Musical Director-HS	0.085	\$	2,702	\$	3,108
Musical Assistant-HS	0.05	\$	1,590	\$	1,828
NCA/School Improvement Coor. El.	0.02	\$	636	\$	731
NCA/School Improvement Coor. Sec	0.03	\$	954	\$	1,097
NCA/School Improvement Coor. Alt. Ed.	0.02	\$	636	\$	731
National Honor Society	0.018	\$	572	\$	658
Orange Krate	0.05	\$	1,590	\$	1,828
Play/Musical Director-MS	0.025	\$	795	\$	914
Play/Musical Assistant-MS	0.013	\$	413	\$	475

Play/Variety Director-HS	0.06	\$ 1,907	\$ 2,194
Play/Variety Assistant-HS	0.03	\$ 954	\$ 1,097
Quiz Bowl	0.024	\$ 763	\$ 877
Safety Patrol	0.018	\$ 572	\$ 658
Science Olympics-HS/MS	0.024	\$ 763	\$ 877
Split Class per semester	0.005	\$ 159	\$ 183
Split Grade per semester	0.025	\$ 795	\$ 914
Student Council-Alt. Ed.	0.015	\$ 477	\$ 548
Student Council-Elem.	0.018	\$ 572	\$ 658
Student Council-HS	0.03	\$ 954	\$ 1,097
Student Council-MS	0.025	\$ 795	\$ 914
Systems Operator	0.038	\$ 1,208	\$ 1,389
Vocal Music-MS (split between 7th & 8th	0.052	\$ 1,653	\$ 1,901
grade teachers)			
Vocal Music-HS	0.07	\$ 2,225	\$ 2,559
Yearbook-HS	0.07	\$ 2,225	\$ 2,559
Yearbook-MS	0.045	\$ 1,431	\$ 1,645

HOURLY WAGE: \$26.75

After School Detention; Saturday School; Before School Supervisor; Lunchroom Supervisor Hourly wage shall be paid in 15 minute increments to be determined by the Administration.

^{*}Salaries will be paid at the end of the first/second semester or the summer, depending on when the activity ends.
**The salary will be paid in a separate payment from the employee's regular pay.

APPENDIX C <u>EXTRA-CURRICULAR</u> 2011-2012

Activity	Index	Ye	ar 1	Ye	ar 4
		(Base)		(St	tep 3)
		\$	32,108	\$	36,924
Band Camp	0.041	\$	1,316	\$	1,514
Band Director-MS	0.083	\$	2,665	\$	3,065
Band Director-HS	0.095	\$	3,050	\$	3,508
Camp-per night	0.0035	\$	112	\$	129
Class Advisor-9	0.024	\$	771	\$	886
Class Advisor-10	0.024	\$	771	\$	886
Class Advisor-11	0.033	\$	1,060	\$	1,218
Class Advisor-12	0.031	\$	995	\$	1,145
Club-Art, French, Spanish	0.018	\$	578	\$	665
Coach-Alt. Ed. Level 1	0.008	\$	257	\$	295
Coach-Alt. Ed. Level 2	0.015	\$	482	\$	554
Conflict Mgr. (Max. 3 per bldg.)	0.012	\$	385	\$	443
Debate	0.024	\$	771	\$	886
DECA	0.018	\$	578	\$	665
Dept. Head-Core (MS/HS)	0.032	\$	1,027	\$	1,182
Dept. Head-Non Core (2 or less) MS/HS	0.012	\$	385	\$	443
Dept. Head-Non Core (3 or more) MS/HS	0.024	\$	771	\$	886
DI/Knowledge Masters Coaches	0.015	\$	482	\$	554
DI Coordinator	0.02	\$	642	\$	738
Forensics	0.024	\$	771	\$	886
Gifted/Talented Teacher/Session	0.013	\$	417	\$	480
Gifted/Talented Secretary	0.03	\$	963	\$	1,108
Grade or Lead Teacher-Core (Elem)	0.032	\$	1,027	\$	1,182
Grade or Lead Teacher-Non Core (Elem)	0.024	\$	771	\$	886
Grade or Lead Teacher (MS)	0.012	\$	385	\$	443
Industrial Arts	0.018	\$	578	\$	665
Life Management EMI/TMI-cooking	0.006	\$	193	\$	222
Life Management-cooking/sewing	0.018	\$	578	\$	665
Mentor Teacher	0.012	\$	385	\$	443
Michigan Youth in Government	0.018	\$	578	\$	665
Musical Director-HS	0.085	\$	2,729	\$	3,139
Musical Assistant-HS	0.05	\$	1,605	\$	1,846
NCA/School Improvement Coor. El.	0.02	\$	642	\$	738
NCA/School Improvement Coor. Sec	0.03	\$	963	\$	1,108
NCA/School Improvement Coor. Alt. Ed.	0.02	\$	642	\$	738
National Honor Society	0.018	\$	578	\$	665
Orange Krate	0.05	\$	1,605	\$	1,846
Play/Musical Director-MS	0.025	\$	803	\$	923
Play/Musical Assistant-MS	0.013	\$	417	\$	480
Play/Variety Director-HS	0.06	\$	1,926	\$	2,215
Play/Variety Assistant-HS	0.03	\$	963	\$	1,108
Quiz Bowl	0.024	\$	771	\$	886
				-	

Safety Patrol	0.018	\$ 578	\$ 665
Science Olympics-HS/MS	0.024	\$ 771	\$ 886
Split Class per semester	0.005	\$ 161	\$ 185
Split Grade per semester	0.025	\$ 803	\$ 923
Student Council-Alt. Ed.	0.015	\$ 482	\$ 554
Student Council-Elem.	0.018	\$ 578	\$ 665
Student Council-HS	0.03	\$ 963	\$ 1,108
Student Council-MS	0.025	\$ 803	\$ 923
Systems Operator	0.038	\$ 1,220	\$ 1,403
Vocal Music-MS (split between 7th & 8th	0.052	\$ 1,670	\$ 1,920
grade teachers)			
Vocal Music-HS	0.07	\$ 2,248	\$ 2,585
Yearbook-HS	0.07	\$ 2,248	\$ 2,585
Yearbook-MS	0.045	\$ 1,445	\$ 1,662

HOURLY WAGE: \$26.75

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

Hourly wage shall be paid in 15 minute increments to be determined by the Administration.
*Salaries will be paid at the end of the first/second semester or the summer, depending on when the activity ends.

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

APPENDIX D

TEACHER EVALUATION FORM ALLEGAN PUBLIC SCHOOLS

Teacher: Status: Tenure Probationary 1st yr. 2nd yr. 3rd yr. 4th yr.						
Building: L. E. White Middl	e School Position:					
Date(s) of Pre-Observation						
Conference						
Date(s) of Observations						
Date(s) of Post-Observation						
Conference						
Date of Evaluation Conference	e					
The process of evaluation indicates the evaluator's perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area marked unsatisfactory.						
S	SATISFACTORY					
NI	NEEDS IMPROVEME	NT				
U	UNSATISFACTORY					
NA/NO	NOT APPLICABLE / N	NOT OBSERVED				
						
		TTER CONTENT				
A. KNOWLEDGE OF TEACH		545 1. C	S	NI	U	NA/ NO
 Exhibits a sound background matter required of the position. 	ound and understanding of	the subject				
	edge of the Benchmarks, o	r Grade Level	Ш	ш	ш	
Content Expectations (G	LCEs), or High School Co					
Expectations (HSCEs) o	•					
3. Actively participates in opportunities that help keep him/her abreast						
teaching discipline.	rent theory and best research based practices in his/her					
	bond satisfactorily to questions posed by students either as					
to information required of	or as to a source for obtain		_	_	_	_
information.			Ш	Ш		\Box
	DING TO JUDGMENT:					

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

В.	MH 1. 2.	ETHODOLOGY Stimulates interest in subject area. Utilizes a variety of teaching and learning techniques (including	S	NI	U	NA/ NO
		research based practices) designed to serve the differing abilities of the students.				
	3.	Subject content is consistently relevant to Benchmarks, or GLCEs, or HSCEs.				П
	4. 5.	Student input is encouraged and treated with respect. Varied resources are used appropriately.				
		OBSERVATIONS LEADING TO JUDGMENT:				
		IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UN	SATISF	ACTOR	Y	
C.	EV 1.	ALUATION The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for	S	NI	U	NA/ NO
	2	themselves.				
	2.	The capability of the student is taken into consideration, as well as the amount of effort the student has expended.				
	3. 4.	Accurate records are kept. Assignments are reviewed and turned back promptly.				
		OBSERVATIONS LEADING	TO		•	JUDGMENT
		IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UN	SATISF	FACTOR	Y	
A.	OR	II. MANAGEMENT	S	NI	U	NA/ NO
11.	1. 2.	The teacher organizes classroom routines in an efficient manner. Lessons are planned and the class is organized so that order is				
	3.	maintained at a reasonable level, even though a variety of activities may be carried on simultaneously. Most of the teacher's time is devoted to teaching and learning				
	٥.	activities.				
		OBSERVATIONS LEADING TO JUDGMENT:				
		IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UN	SATISF	FACTOR	Y	
В.		RE OF ROOM AND EQUIPMENT	S	NI	U	NA/ NO
	1.	The teacher exerts reasonable care to see that furnishings are kept in good condition.				
	2. 3.	Maintenance needs are reported. Audio-visual technology (computers, calculators, overhead and				
		LCD projectors, etc.) and other hands on learning tools are operated and stored properly.				
	4.	Students are guided in sharing the responsibility for care of furnishings.				

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

C.	DIS 1. 2. 3. 4.	SCIPLINE The teacher promotes a friendly environment that is conducive to learning. Building and classroom rules are made known to the students. Breaches of discipline are handled according to the district and building policy. Students are dealt with in a fair and consistent manner.	s \[\]	NI	U	NA/ NO
		OBSERVATIONS LEADING TO JUDGMENT: IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNITED TO CORRECT AREA (S) RATED UNITED U	SATISF.	ACTOR	Y:	
		III. RELATIONSHIPS				
A.	1. 2.	LF-RELATIONSHIPS Exhibits a professional attitude. Exercises initiative. Encourages others by his/her attitude. Seeks out new ideas. Is willing to give and receive appropriate assistance. OBSERVATIONS LEADING TO JUDGMENT: IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNITIONS	S S S S S S S S S S S S S S S S S S S	NI 	U 	NA/ NO
В.	INT 1. 2. 3.	TERPERSONAL RELATIONSHIPS. Relationships with students, colleagues and parents are positive and professional. Shows consistent interest in students' academic and social growth. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs. OBSERVATIONS LEADING TO JUDGMENT:	s 	NI	U	NA/ NO
		IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UN	SATISF.	ACTOR	Y:	

SUMMARY

EVALUATOR'S NARRATIVE REMARKS:

THE EVALUATION'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION BUT NOT NECESSARILY THAT THE TEACHER AGREES WITH THE CONTENT OF THE EVALUATION. THE TEACHER HAS THE OPTION TO ATTACH A LETTER OF DISSENT, IF SO DESIRED.

The evaluation of a probationary teacher shall be based in part on the assessment of the INDIVIDUAL DEVELOPMENT PLAN GOALS.

OVERALL EVALUATOR'S OBSERVATION ABOUT EMPLOYEE (CHECK ONE):

MEETS OR EXCEEDS EXPECTATIONS

NEEDS IMPROVEMENT

UNSATISFACTORY

EVALUATOR:

Signature

Signature

Date_____

APPENDIX E

ALLEGAN PUBLIC SCHOOL DISTRICT <u>GUIDELINE</u> PROBATIONARY TEACHER

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

Teacher	_Date Received by teacher			_		
Building	_Position			_		
School Year	Probationary Year: Circle one:	1st	2nd	3rd	4th	
Principal	_					

Each INDIVIDUALIZED DEVELOPMENT PLAN shall include a minimum of one (1) goal for each of the major areas outlined on the following page. The plan should include specific recommendations as to how to accomplish those goals from the major areas outlined.

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- Keeps abreast of current theory and practice in field.
- Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- Stimulates interest in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects students' input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

MANAGEMENT

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.
- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conducive to learning.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

RELATIONSHIPS

- Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.
- Shows consistent interest in student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constrictive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- Observes district policies, rules, regulations and agreement.
- Keeps and promptly turns in reports.

APPENDIX F

ALLEGAN PUBLIC SCHOOLS

Tenure Teacher

Individualized Development Plan (IDP)

This instrument shall be completed for a tenure teacher, if and only if, she/he has received an unsatisfactory performance evaluation. The Individualized Development Plan shall be developed and recorded on this form by the administration in consultation with the teacher. This plan shall set forth the specific expectations of the District regarding his/her job performance. It is recognized that the expectations recited below will form a basis upon which the teacher will ultimately be re-evaluated.

Teachers Name	Date
Building/Department	Assignment
Date of Hire:	Date of last completed evaluation:
All items below must be completed:	
Specific area(s) in the last evaluation v	where performance was rated "unsatisfactory":
Performance standard(s) which must b	e attained to correct deficiencies:

Plan to be followed for achieving performance of the second secon	rmance standard(s) thereby correcting deficiencies:
Assistance to be provided by the school	district to achieve these performance standard(s):
Timeline for evaluation of performance	standard(s) thereby correcting deficiencies:
Administrator's Signature	*Teacher's Signature
Date Distribution: Teacher Evaluator Person	Date

Distribution: Teacher, Evaluator, Personnel File

^{*} The teacher's signature is only to indicate receipt of this document and shall not necessarily indicate agreement with the content of the document.

Between the

Allegan Public Schools

And the

Allegan Education Association

RE: Clarification of the Practice of Rehiring Retirees for Part Time Positions

In order for the district to rehire an Allegan Public Schools retiree, these guidelines must be followed to remain in compliance with the Allegan Education Association's (AEA) contract currently in effect:

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

For the Allegan Public Schools	For the Allegan Education Association
Dated:	Dated:

Letter of Understanding #2 Between the

Allegan Public Schools

(Herein referred to as the "Board") And the

Allegan Education Association

(Herein referred to as the "Association")

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

- The Board and the Association recognize the importance of providing investment alternatives to assist employees in achieving their retirement savings goal. Although the district intends to utilize GLP and Associates, Inc. as a Third Party Administrator of district 403(b) plans, there will be no agreement between the district and GLP that is contrary to any provision contained in the Master Agreement. Vendors utilized and available to employees of the district shall be named as appropriate under IRS regulations and the Master Agreement.
- As the regulations regarding the administration of 403(b) plans continue to evolve, the parties also agree
 - 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 through June 30,
 - b. All bargaining unit members are eligible to participate in the plan at no cost whatsoever to bargaining unit members. If fees are charged to participants by the TPA, the Board and the Association agree to reconvene within 30 days to discuss these fees. If the fees are assessed prior to 30 days, the Board shall pay the fees until the Board and the Association reconvene.
 - The Adoption Agreement attached as Exhibit A shall be approved by the Board on or before December 31, 2008. Said Adoption Agreement cited as Exhibit A is on file in the District's Business Office.
 - d. Exhibit B, the list of vendors, will remain the same, unless a particular vendor opts out of participating. Any deletions to the vendor list (Exhibit B) shall be only by written mutual agreement between the Board and the Association or automatically upon notification if a vendor chooses not to participate. Also, the Board may delete any vendor from the vendor list when no bargaining unit members continue to participate with that vendor. (Said vendor list cited as Exhibit B is on file in the District's business office and contains those vendors available as of 12/12/08).
 - The parties have named GLP and Associates, Inc. as the third party administrator (TPA) for the School District's 403(b) Tax Sheltered Deferred Retirement Plan.
 - 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.
 - The Board shall provide the Association and bargaining unit members who participate in the Plan with regular communication, important dates, mandated changes, and any legal limitations placed on the plan and/or its' administration.
 - This Letter of Agreement is valid until June 30, 2013 at which time either Party may demand to bargain the 403(b) tax-sheltered annuity plan or anything related to its administration.

For the District	Date	
For the Association	Date	

Between the Allegan Public Schools And the Allegan Education Association

RE: 2011-12 and 2012-13 School Calendars

The Allegan Public Schools' Administration and the Allegan Education Association shall meet by March 1st of each year of the Agreement to develop the following year's calendar and each party shall ratify by the last teacher workday for that school year.

For the Allegan Public Schools	For the Allegan Education Association
Dotod	Doto de
Dated:	Dated:

Between the Allegan Public Schools And the Allegan Education Association

RE: Technology Study Committee

The Allegan Public Schools (herein referred to as the "Board") and the Allegan Education Association (herein referred to as the "Association") shall establish a Technology Committee to review teacher technology needs and issues. This committee shall be composed of up to four representatives from the Administration and four representatives from the Association. Association representatives shall include teachers from each level (elementary, middle school, and high school/alternative education). The committee shall select, at its first meeting, a chairperson and a secretary to take notes. These notes shall be sent to the Superintendent and association President after each meeting.

The committee shall meet at least four times per year, but may schedule additional meetings as needed. Any suggestions for change from the committee shall be made to the Board and the Association who shall mutually agree prior to the implementation of these changes.

For the Allegan Public Schools	For the Allegan Education Association
Dated:	Dated:

Between the

Allegan Public Schools

(Herein referred to as the "Board")

And the

Allegan Education Association

(Herein referred to as the "Association")

RE: Potential 2012-2013 Appendix A (Salary Schedule)

The Board and the Association mutually agree that the 2012-2013 Salary Schedule shall be increased by a maximum of two (2%) percent based only on the following factors:

- 1. The 2011-12 General Fund Budget allocated for the total of teachers' salaries, Board's MPSERS retirement contributions, FICA, and Workers Compensation costs shall be divided by the total 2011-2012 General Fund Budget to determine the percentage used in calculating any increase in the Base on Appendix A. (For example, if the total of teacher's salary, retirement, FICA, and Workers Compensation costs equals \$10,000,000. and the General Fund Budget is \$22,000,000, then the percentage is 45% allocated to the teachers).
- 2. The Appendix A increase shall be based on <u>additional</u> General Fund revenue from the following sources:
 - a. An increase in state aid (i.e. increase in the Student Foundation Grant [SFG] calculated on FTE student numbers).
 - b. An increase in the 2012-2013 student enrollment (blended count based on February 2011 and September 2012).
 - c. An increase in other state funding sources, excluding any federal economic recovery funding for the 2012-2013 year only.
- 3. Any increase as noted above in number 2 shall be multiplied by the percentage determined in number 1 above to result in the additional funds available to increase the salary schedule base. (For example, if there are 20 additional students enrolled in 2012 and the SFG is \$7,316 this would equal \$146,320. Using the example of 45%, would be \$65,844 to be allocated to teacher's salary schedule improvement. If a 1% increase to the Base in 2012 would require \$100,000 than the \$65,844 would equal a .658 % [.00658] increase.)
- 4. The above increase would be calculated in May of 2013 with retro-compensation being paid by the last check in June, 2013. Calculation in May will provide for accurate State funding that was not reduced by any proration of State aid between October, 2012 and May, 2013.

- 5. Appendix C Salary Schedules will not be adjusted based on this formula for the 2012-2013 contract year.
- 6. The Board shall provide to the Association the above calculations by May 31, 2013.
- 7. This Letter of Understanding shall not establish a practice nor set a precedent between the parties.
- 8. This Letter of Understanding shall expire on June 30, 2013 and shall only be extended by mutual written agreement between the Board and the Association.

For the Allegan Public Schools	For the Allegan Education Association	
	- <u></u> -	
Dated:	Dated:	

Between the

Allegan Public Schools

And the

Allegan Education Association

This Letter of Agreement is entered into between the Allegan Public Schools and the Allegan Education Association and is effective through January 31, 2011.

The purpose of this Letter of Understanding is to establish a committee to develop portions of a prototype evaluation tool and procedure needed to comply with section 1249 of the Michigan Revised School Code (MRSC 1249), that was effective January 4, 2010, for consideration by each District and Local Association within Allegan County. Based on the committee's work with respect to MRSC compliance, if time permits, the committee will also make recommendations for compliance with MRSC 1250.

The District hereby authorizes the AAESA Superintendent and the Local Association hereby authorizes the Allegan County Uniserv Director to form a committee and meet for the purpose described above. The committee will consist of a total of six individuals, two appointed by the Uniserv Director and two appointed by the AAESA Superintendent. In addition, resource people may be consulted by the committee as needed.

The committee will submit a report and recommendation to each District and Local Association not later than January 31, 2011. It is understood and agreed that the committee will have no authority to reach a tentative agreement on behalf of any District or Local Association.

This Letter of Agreement expires January 31, 2011 unless extended in writing by these parties.

For the Allegan Public Schools	For the Allegan Education Association
Dated:	Dated:

AGREEMENT BETWEEN ALLEGAN PUBLIC SCHOOLS AND ALLEGAN EA, MEA-NEA 2010-2013