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Allegan Area Educational Service Agency
Board of Education

and the

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

Collective Bargaining Agreement

2022-2025

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COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE 1

PURPOSE & RECOGNITION

A. Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Association for the mutual benefit of the public, the Employer, the Association, and the Employees.

B. Recognition. The Employer, pursuant to the certification of the Michigan Employment Relations Commission dated January 29, 1986, recognizes the Association as the exclusive representative of all the Employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.

C. Limitations. The purpose for which recognition is granted shall conform to the provisions of applicable law including, but not limited to, the Public Employment Relations Act, as amended.

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ARTICLE 2

CONTRACT INTERPRETATION

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

1. Association. The Educational Staff Association of Allegan Intermediate, an affiliate of the recognized bargaining agent, the Michigan Education Association/NEA.

2. Bargaining Unit. The unit certified by the Michigan Employment Relations Commission on January 29, 1986, described as:

> All full-time and regular part-time paraeducators, custodians, secretaries, teachers, school psychologists, social workers, therapists, counselors, teacher consultants, aquatic coordinators, behavior interventionists, orientation and mobility specialists, deaf and hard of hearing technicians, maintenance technicians, physical therapist assistants (PTA), certified occupational therapist assistants (COTA), nurses, audiology assistants, administrative associates, behavior interventionists, early college/career coordinators, career development specialists, work based learning specialists, and low incidence interventionists. Excluding all other Employees.

3. Calendar Year. A full twelve (12) month year.

4. Constituent District. A public school district(s) located within the AAESA.

5. Constituent Facility. A facility owned or controlled by a constituent district.

6. Emergency. A sudden and/or unforeseen combination of circumstances or the resulting state there from that calls for immediate action.

7. Employer Facility. A facility owned or administered by the Employer.

8. Employer. The AAESA, its Board of Education, and/or its designated agents.

9. Part-Time Employees. An Employee regularly employed for less than a full work week, workday, full year, or school year. Unless specifically stated otherwise in this Agreement (i.e., Article 15B), a regularly employed part-time Employee shall receive paid leave benefits at a proportionately reduced rate; the Employer's fringe benefit premium contribution shall be proportionately reduced except where insurance carriers exclude part-time Employees in their contracts/policies with the Employer.

10. Employee. A member of the bargaining unit.

11. Non-Teaching Employee (NTE). An Employee who is not a teacher, and whose employment is not regulated by the Michigan Teachers' Tenure Act.

12. Qualified. The Employee holds such certificates, degrees or other credentials required by the Employer or applicable laws and regulations. Qualified shall mean currently possessing the skills necessary for the position as stated in a job posting, job description, or like document. Qualifications are to be determined by the Employer.

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13. Salaried Employee. All Employees compensated under "Salaried Schedule B" and for whom there shall be no overtime compensation. These positions include teachers, school psychologists, social workers, therapists, counselors, teacher consultants, behavior interventionists (with BA degree), orientation and mobility specialists, school nurses, career development specialists, work-based learning specialists, and low incidence interventionists (with BA degree).

14. School Year. As defined by the calendar(s) attached as Appendix G.

15. Teacher. A bargaining unit member whose employment is regulated by the Michigan Teachers' Tenure Act and includes individuals with teacher certificates assigned to positions for which a certificate is required and individuals who do not possess a teaching certificate but are servicing a probationary period under the Tenure Act.

16. Work Year. Either a school year or a calendar year for which an Employee is regularly scheduled to work.

17. Full-Year Employee. All hourly Employees compensated under the "Hourly Schedule A" working a full 40-hour week and a full calendar year.

18. School-Year Employees. All hourly Employees compensated under "Hourly Schedule A" and regularly employed for the hours in that position considered full time by the Employer for the school year.

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

For the purposes of the Agreement:

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

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

2. *Schedule Modification*. The Employer may alter the work schedule or year to the extent the Employer determines necessary to comply with applicable local, state, or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer after consultation with the Association.

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3. *General Closing Days*. The Employer and the Association agree that the Employer shall continue its practice of issuing an annual memorandum to Employees about reporting on "general closing days" such as snow days. The memorandum shall continue to advise Employees expected to report for work on such days, and who determine it is unsafe to do so, that they may use business leave, accumulated vacation leave or flex time if they are unable to report for work. For the purpose of school closure procedures and reporting requirements, the terms "Instructional Staff" and "Non-Instructional Staff" are clarified in the annual memo issued by the superintendent regarding "Inclement Weather Procedure," as attached in Appendix A.

4. *Subordination*. Any individual contract or letter of agreement between the Employer and an Employee for the performance of duties**,** which are subject to the terms of this Agreement, shall be subject and subordinate to the provision hereof.

5. *Prior Practices*. The Agreement shall supersede any existing rules, regulations, or practices of the Employer**,** which shall be contrary to or inconsistent with its terms.

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ARTICLE 3

EMPLOYER RIGHTS & RESPONSIBILITIES

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

1. To the executive management and administrative control of the school system its properties and facilities, and the employment activities of its Employees.

2. To hire all Employees and determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such Employees.

3. To establish grades and courses of instruction, including athletic, recreational, academic, and social events, as deemed necessarily advisable by the Employer.

4. To decide upon the means and methods of instruction and/or the delivery of professional services, the selection of textbooks and other teaching or professional materials, and the use of such material.

5. To determine class schedules, the hours of instruction or other professional activity, and the duties, responsibilities and assignments of teachers and other Employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

6. To determine the assignment and direction of work of its personnel, determine the hours of work, starting times, and scheduling of work; and the right to establish, modify, or change any work or business hours, or days, whenever the Employer shall determine such action to be necessary and/or appropriate.

7. To establish policies governing the selection, evaluation, testing or training of Employees.

8. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

9. Notwithstanding any provision of this Agreement, the Employer shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation which prohibit discrimination of the basis of disability. In the event the Employer makes accommodations in accordance with such legislation**,** which conflict with this Agreement, doing so will not constitute a violation of this Agreement.

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B. Employer Cooperation. The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity during the term of this Agreement.

C. Employee Conduct & Discipline - Rules & Regulations. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations. Rules and regulations affecting Employees shall be published and distributed to the Employees and a copy shall be given to the Building Representative. Rules and regulations shall be conclusively deemed reasonable if the Association fails to notify the Employer in writing of its objection to such rules and regulations within twenty (20) days after notification. In the event there is no Building Representative, a copy shall be given to the Association President.

D. Productivity & Contracting. The parties recognize the Employer's obligation to the public to maintain and preserve the physical facilities of the district and to provide ancillary educational services at a reasonable cost. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques, and procedures or to contract or subcontract work as the Employer may determine to be in the best interest of the public; provided, however, that this provision shall not be used for the purpose of undermining the Association or to discriminate against any of its members. Work performed by students or youth programming will be exempt from provisions of the contract and scheduled at the discretion of the Employer.

E. Jurisdiction. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purposes of instructional training, job evaluation and experimentation, emergencies, or seasonal help; provided, however, that this provision shall not be used for the purpose of undermining the Association or to discriminate against any of its members.

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ARTICLE 4

ASSOCIATION RIGHTS & RESPONSIBILITIES

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

1. *Meeting Facilities*. The use of Employer facilities at reasonable hours for the conduct of meetings of the Association provided that such use shall not interfere with the primary educational use of the facilities and provided further that when special custodial or other services are required, the Employer may make a reasonable charge, therefore.

2. *Employee Communications*. The Association shall have the right to communicate with bargaining unit members using designated bulletin boards and by having access to bargaining unit members' mailboxes and use of the Employer's email system. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. The Employer will provide a space in each AAESA building that can be used for the display of Association materials. The Association and its agents shall comply with the Employer's rules and applicable law concerning electronic mail communications.

   a. The Association agrees to indemnify and hold the AAESA, the Board, each individual school board member and its designated agents harmless against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability, including, but not limited to, back pay damages, unemployment compensation costs, attorney fees, and all court or administrative costs, arising out of the preparation, publication, distribution and/or use of any such materials. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Employer be obligated to pay out any moneys for any reason associated with the provisions of this Article. The Association shall select its own legal counsel involved, in any, and shall be free to settle any disputes arising under this Article directly with the Employee. The Employer will be allowed to retain its own legal counsel. Before retention of legal counsel, the Employer shall consult with the Association.

3. *Requested Information*. The Employer shall furnish the Association such information as required by law.

   a. The Employer shall make available upon request current job descriptions.

   b. Supervisors shall give Employees copies of revised job descriptions at least five (5) working days before they are effective.

   c. The Employer agrees to share a monthly personnel report or other communication with the Association if there are any bargaining unit members that are on leaves of absence extending one (1) month or more, or that have left the employ of the district for any reason. If there are no changes for a month, then no report needs to be

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supplied. New Employee data will be communicated to the Association within five (5) working days of the new hire meeting with HR, unless there are extenuating circumstances.

4. *Board Packet.* The Employer shall post the Board Packet of each open session of the Board of Education on the Allegan Area ESA website.

5. *Consultation*. The Employer may consult with the Association on any new or modified fiscal budgetary or tax programs, construction programs or revisions of educational policies provided that the Employer shall inform the Association, and specifically affected Employees, of any decisions pertaining thereto prior to their implementation.

6. *Services and School Office Equipment*. The reasonable use of school equipment such as designated typewriters, telephones, copy/fax machines, computers, printers, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit Employee, and shall not be used by any Employee in such manner as to interfere with the discharge of their employment duties or the discharge of the duties of any other Employee. The Employer shall be promptly reimbursed by the Association for all supplies used and for any damage.

7. *Employee Representation*. The terms of this Agreement have been equally made for all of the Employees in the bargaining unit and not solely for the benefit of the members of the Association. The parties expressly recognize the right of each Employee to freely join or refrain from joining the Association and no Employee shall be discriminated against by reason of their joining or refusing to join the Association. Association representation will be in accordance with Michigan Law.

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

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

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

3. *Association Activities*. Except by the express agreement of the Employer, the performance of the duties of any Employee shall not be interrupted for the purpose of conducting any Association activities whatsoever; provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.

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

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

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ARTICLE 5

EMPLOYEE RIGHTS & RESPONSIBILITIES

A. Professional Aids & Facilities. The Employer shall provide for each Employer facility or in the case of area programs make available to the Employee:

1. The use of facilities for the preparation of necessary instructional materials.

2. Telephones may be used for limited personal use to the extent that such personal use does not interfere with the Employee's job duties and responsibilities.

3. Restroom facilities and an employee lounge if such lounge is available.

B. Association Membership Activities. Each Employee has the right to join or not to join, maintain or drop their membership in the Association. Each Employee shall have the right to participate in any lawful activities of the Association concerning the negotiation or the administration of the Agreement, provided that under no circumstances shall an Employee cause or encourage students to be involved in the activities of the Association.

C. Personnel Files. The Employer shall cause an official personnel file to be established and maintained for each Employee in accordance with the following guidelines, namely:

1. An Employee shall have the right to review the contents of their personnel file during regular business hours after giving notice to the Employer of three (3) days. A representative of the Association may accompany the Employee at the request of the Employee. The file may be reviewed in the presence of a representative of the Employer.

2. The Employer shall give notice before placing disciplinary records or documents critical of the non-teaching Employee's performance in the Employee's personnel file. Not applicable to teachers as defined in Article 2, A(1)(p).

3. Within five (5) days following notice of the intention to insert such material, an Employee may request a meeting with the Employer. Prior to the meeting, the Employee shall be furnished a copy of the materials for review. If the objectionable material is not withdrawn or modified in a manner satisfactory to the Employee and the Employer, the Employee shall have the right within ten (10) days following the conclusion of the conference to have inserted in their personnel file a statement concerning such material and disagreement regarding the content of such material shall not be subject to the grievance procedure.

D. Medical Examinations. The Employer may require an Employee to take a physical and/or mental examination at its expense for job related purposes such as:

1. Upon initial employment.

2. Upon return from a leave of absence.

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3. To determine the existence of any condition which might impair the ability of an Employee to properly discharge the essential functions of their duties or the existence of any condition that might be detrimental to the health or safety of others.

4. To verify the use of sick leave in cases of suspected abuse.

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

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

F. Employer 403b Plans. Since IRS rules and guidelines surrounding Employer 403(b) plans have changed, the parties agree:

1. The Employer 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 a third-party administrator (TPA) for district 403(b) plans, there will be no agreement between the Employer and the MRIC (Consortium) that is contrary to any provision contained in the Master Agreement. Vendors utilized and available to Employees of the district shall be named as appropriate under IRS regulations and the Master Agreement.

2. As the regulations regarding the administration of 403(b) plans continue to evolve, the parties also agree that:

   a. A plan document, consistent with all legal requirements shall be adopted on or before December 31, 2008. Furthermore, no changes, except for those changes required by the IRS, shall be made to the Plan Document without mutual written agreement between the Employer and the Association.

   b. All bargaining unit members are eligible to participate in the plan at no cost whatsoever to bargaining unit members. If fees are changed to participants by the TPA, the Employer and Association will reconvene to discuss these fees.

   c. The Employer 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

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Administration and/or failure to comply with the terms of the plan, and/or failure to comply with applicable laws and/or regulations.

d. The Employer shall provide the Association and bargaining unit members who participate in the Plan with regular communications, important dates, mandated changes, and any legal limitations placed on the plan and/or its' administration.

3. Either Party may demand to bargain the 403(b) tax-sheltered annuity plan, or anything related to its administration.

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ARTICLE 6

DISCIPLINE

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

A. Disciplinary Action. Any disciplinary action against the non-teaching Employee shall be taken in accordance with the following guidelines, namely:

1. The non-teaching Employee shall be advised as to the specific alleged violation for which disciplinary action is to be taken.

2. The Employer shall advise an Employee that the Employee has the right to have a representative of the Association present at a formal conference at which the Employee is to be disciplined**,** or an informal conference that may lead to discipline, provided that the conference need not be delayed for an unreasonable time until such representative can be present, and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision a formal conference is defined as one that has been prearranged.

3. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or leave days, suspension, demotion, or discharge. The Employer recognizes the concept of progressive discipline with the understanding that discipline need not be imposed in a progressive manner where warranted by the disciplinary history or the seriousness of the offense.

4. No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure, except for probationary Employees or as expressly excluded by the provisions of this Agreement. In the event a certain type of discipline is excluded from the Grievance Procedure, this section of the contract shall not apply to that type of discipline.

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ARTICLE 7

LEAVES OF ABSENCE

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

A. Leave Administration.

1. *Notice*. An Employee shall give the Employer notice of their desire to be granted a leave as soon as the Employee is aware of their need to be granted a leave so that the Employer will have the maximum time to provide for the Employee's absence. The minimum notice time in any event for a leave for elective health care, or personal leave, shall be three (3) workdays prior to the requested leave date, except that a shorter notice may be permitted in an emergency. The Employer's representative shall notify the Employee of their determination within three (3) workdays following receipt of the leave request unless the request requires Employer action.

2. *Leave Request.* Each leave request form shall include a requirement that the Employee notify the Employer in writing of a specific time that the Employee intends to return. If the Employee fails to return on the date of such notice, the Employee shall irrevocably and conclusively be deemed to have voluntarily quit.

3. *Verification*. The Employee shall have the responsibility of verifying their eligibility for leave and any benefits due. If the Employer determines that an Employee knowingly withheld or misrepresented material information concerning the purpose or the Employee's eligibility for leave or for any leave benefits the Employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Employee's leave benefits due or to be due under this Agreement.

4. *Reinstatement Rights*. On the termination of a leave, excluding teachers as defined in Article 2,A(16), the non-teaching Employee shall be returned to the job which they held prior to such leave or, if the job has been eliminated, to a similar job, provided that they are still qualified, subject to the rights of other Employees pursuant to this Agreement.

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

6. Sick leave, Vacation and Personal, shall cease to accumulate during such period as the Employee is on a long-term disability leave of absence, a general extended leave of absence, or is not otherwise regularly providing services to the Employer after the Employee has been off work for 30 consecutive calendar days during the contract year.

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

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

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

   a. Any physical condition which prevents an Employee from rendering services, but excluding any condition compensable by worker compensation, or resulting from other employment.

   b. Any mental wellness circumstance that enhances the quality of an employee's mental wellness, but excluding any condition compensable by worker compensation, or resulting from other employment.

   c. Any communicable disease, which would be hazardous to the health of students, Employees, or other persons using the facilities of the district.

   d. Physical examinations, medical, dental, or other health treatments, which cannot reasonably be deferred, and which cannot be scheduled outside of the Employee's scheduled work time.

   e. The serious illness of a member of the immediate family provided that such leave shall be limited to the use of three (3) days from accumulated sick leave and shall be taken only to the extent that the presence of the Employee is reasonably required. The term *immediate family* shall mean any person who is a regular member of the Employee's household or the spouse, father, mother, brother, sister, grandparent, grandchild, child, son-in-law, daughter-in-law, of the Employee or of the Employee's spouse, which includes those individuals on the foregoing list who are step-relatives of the Employee.

2. *Sick Leave Amount*. Employees shall be credited with their sick leave on July 1st of each year. Twelve (12) month Employees will receive ten (10) days total. School year Employees will receive eight (8) days total. Unused sick leave will accumulate up to a maximum of one hundred and twenty (120) days.

3. *Unused Days*. If employment is terminated, any accumulated sick leave shall be canceled, and the Employee shall not be compensated either in terminal pay or otherwise. The amount of unused sick leave shall be certified to the Employee via AAESA's online absence management portal.

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

   50-120 days $50 per accumulated unused day

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D. Personal Leave.

1. Employees shall be credited with four (4) days of personal leave on July 1st of each year. Unused personal leave shall be converted to their sick time accumulation at the end of each year.

2. Limitations. No personal leaves will be granted on professional development days. In order to maintain proper staffing levels for the education of students, staff should avoid using a personal leave day before or after a holiday or scheduled vacation period. If it becomes necessary to use a personal leave day before or after a holiday or scheduled vacation period, the use is subject to the following restrictions: 1) the availability of substitutes, 2) no more than (2) staff members may be gone from a building or department at any given day, 3) a staff member may not request personal leave before or after a holiday or scheduled vacation period in successive years. Personal leave may be used in the first week of school only in the case of an emergency.

E. Jury / Court Appearance Leave. An Employee shall be entitled to leave with pay, less any jury service fees paid, for jury service if they are unable to be excused or to have such services rescheduled to a time which does not conflict with the discharge of their schedule employment duties. An Employee who is subpoenaed to attend a court proceeding involving a school related case will be provided a leave with pay not chargeable to the Employee's leave days. The Employee shall return to their duties whenever their attendance in court is not actually required.

F. Funeral Leave. An Employee shall be entitled to leave for the specific purpose of attending the funeral due to the death of their immediate family as stated in Article 7C(1)(d) if the Employee desires to attend the funeral of such person. If the absence is during a holiday or during an unscheduled work period, no pay will be due. Leave of up to three (3) days per death not charged against Employee's leave days. Length to be determined by the Employer after consultation with the Employee.

G. Workers Compensation. For an injury, illness or disability arising out of and during the Employee's employment that is found not compensable under the Workers Disability Compensation Act, the Superintendent, or their designee, may grant a leave of absence with pay not chargeable against the Employee's sick leave days not to exceed seven (7) days.

H. Selective Service Physical Examination. An Employee will be entitled to leave with pay for one (1) day to attend a selective service physical examination.

I. National Guard. Time necessary for required National Guard duty during a declared emergency, up to five (5) days.

J. Disability Leave. An Employee who is or will be physically or mentally disabled for more than three (3) consecutive days shall be granted a leave of absence in accordance with the FMLA guidelines. A notice of the Employee rights and responsibilities under FMLA is attached as Appendix B.

1. *Duration of Leave*. An Employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year.

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2. *Compensation Benefits*. An Employee who has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible, reduced by the amount of any disability insurance benefits**,** which the Employee is eligible to receive from the Insurance Carrier.

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

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

1. The staffing needs of the Employer;

2. The length of service of the Employee and the probability that the Employee will return to the service of the Employer;

3. The purpose or purposes of the leave; and

4. The duration of the leave shall be at the discretion of the Employer and shall not exceed one (1) year.

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

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ARTICLE 8

LAYOFF & RECALL

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

A. Determination and Effect. If the Employer determines that the number of Employees is in excess of its current requirements, it shall have the right to reduce the number of Employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of layoff. The Employer agrees to pay insurance benefit premiums for a period of sixty (60) days following the layoff for Employees with one (1) or more year's seniority, provided coverage is not available from any other source. The Employer agrees to meet with the Association at least 10 workdays before a final layoff list is presented to the Employer, to discuss the classifications or positions within the bargaining unit that may be affected.

B. Layoff Procedure. Except as otherwise provided in this Agreement, non-teaching Employees shall be laid off within a classification in the following order:

1. Probationary, non-teaching Employees in the classification or area of certification to be reduced shall normally be laid off first. However, when the non-probationary, non-teaching Employee is not presently qualified, with minimal training, to perform the remaining work or does not hold the proper certification, the probationary non-teaching Employee may be retained, and the least senior non-probationary Employee laid-off.

2. The least senior hourly Employee in the classification in which the reduction is to be made, provided that the remaining non-teaching Employees in the classification are presently qualified, with minimal training, to meet the requirements of the Employer.

3. Any full year Employee Article 2, A(18) or non-teaching Employee Article 2, A(11), whose position is reduced by fifteen percent (15%) or more, may bump the lowest senior Employee in their classification, provided that:

   a. First, the more senior non-teaching Employee is fully qualified.

   b. Second, any bumping occurs during the summer when the majority of students are not enrolled in the AAESA. New hires shall not be employed as long as there are non-teaching Employees on layoff who are presently qualified for recall and who have not refused recall to a vacant or newly created position.

C. Notice of Layoff. The Employer shall give ten (10) calendar days written notice of layoff to the non-teaching Employee(s) affected. If feasible, the Employer shall give not less than sixty (60) days written notice to the affected non-teaching Employee(s)

D. Recall Procedure. The most senior non-teaching Employee in the classification shall be recalled first, provided that the Employer shall determine that the non-teaching Employee is qualified to perform the duties of the position to be filled. If the non-teaching Employee shall fail to accept recall in writing by certified mail, return receipt requested, within ten (10) days from the date of notification by certified mail, return receipt requested, unless an extension is granted in writing by the Employer, this shall constitute voluntary resignation by the Employee and automatic

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

E. Change of Address. It shall be the responsibility of each Employee to notify the Employer of any change of address, or in qualification and/or certification by April 15 of each year, and to notify the Employer of any pending new credentials that will be completed by June 30. The non-teaching Employee's address, qualifications, and certification as it appears in the Employee's personnel file as of the date layoff notice is issued shall be conclusive.

F. Association Notice. The Employer shall notify the Association of each layoff and recall by providing the Association with a copy of the affected non-teaching Employee's layoff or recall notice. The decision of the Employer shall be binding unless the Association shall object within two (2) workdays and shall confirm the objection in writing within five (5) workdays. If the Employer does not accept the Association claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedure. Except, as a hearing officer shall determine that the Employer acted in bad faith, the remedy shall be limited to implementing the proper layoff or recall.

G. Seniority.

1. *Salaried Employees*. Non-teaching Employees shall be on probation for such period as permitted by law, or, if no probationary period is provided by law, for the first one (1) year of continuous employment provided that the Employer shall have the right to extend the probationary period by one (1) year. During such probationary period, the non-teaching Employee may be disciplined, suspended, or discharged by the Employer for reasons satisfactory to the Employer. Employer-paid leave time shall serve as part of continuous employment.

2. *Hourly Employees*. A new hourly Employee shall be on probation for the first year of continuous employment. The Employer shall have the right to extend the probationary period by one (1) year if the Employee receives a less than satisfactory evaluation. During such probationary period, the Employee may be disciplined, suspended, or discharged by the Employer for reasons satisfactory to the Employer. Employer-paid leave time shall serve as part of continuous employment.

3. *Seniority Classification*. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments.
   a. Administrative Associate
   b. Aquatic Coordinator
   c. Audiology Assistant
   d. Behavior Interventionist
   e. Low Incidence Interventionist
   f. COTA (Certified Occupational Therapist Assistant)
   g. Custodian / Building Custodian
   h. Maintenance Technician

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i. Deaf/Hearing Impaired Technician
j. Nurse
k. Paraeducator
l. PTA (Physical Therapist Assistant)
m. Secretary / Receptionist
n. Salaried Employees

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

1. Seniority is defined for purposes of this agreement as the date of approval or hire by the Board of Education.

2. A person on layoff shall not continue to accrue seniority during their period of layoff but shall retain their seniority accumulation existing at the time of layoff subject to the other provisions of this Article.

3. Persons working less than one-half (½) time shall accrue seniority/service on a one-half (½) year rate.

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

1. Voluntarily resigns.

2. Retires or dies.

3. Is totally and permanently disabled.

4. Is discharged and is not reinstated, provided, however that the Employer may terminate the employment relationship if an Employee fails to give proper notice of their intention to return from leave of absence or to return to work at the end of a leave of absence or vacation, or when recalled from layoff.

5. Upon the expiration of recall rights or the failure to timely report for work after receipt of recall notice.

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ARTICLE 9

COMPENSATION & BENEFITS

A. Compensation.

1. *Basic Compensation*.

a. Compensation Schedule. The basic compensation of each Employee shall be set on Schedule "A" and "B".

b. Initial Compensation. The initial placement of an Employee on the compensation ranges shall be determined by the Employer based on the applicant's education and experience. Initial placement of an Employee at midpoint or above shall occur after consultation with the Executive Board.

c. Compensation Advancement. An Employee shall receive the negotiated percentage increase upon the satisfactory completion of a work year in which the Employee has provided services for at least one-half (50%) of their scheduled work year.

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

a. Tech Center Extended Day/Year. Tech Center extended day/year employment opportunities shall be offered first to the Employee holding that position during the regular workday/year provided they have obtained a satisfactory performance evaluation, and then to other Employees based on qualification, satisfactory performance, seniority, certification where applicable, and successful experience in working in the program involved. Each factor will be given equal consideration.

i. The number of hours/days, work schedule, and program composition will be determined solely by the Board of Education.

ii. Compensation for extended day/year programming at the Tech Center will be determined solely by the Board of Education.

b. Additional Assignments. The Employer may pay additional compensation for the voluntary performance of extra assignments requiring additional responsibility, effort, and skill. The amount of such compensation shall be determined by the Employer and the Employee after consultation with the Association. The additional compensation shall terminate upon the completion of the assignment.

i. When a qualified paraeducator agrees to substitute teach for the regularly assigned teacher, they shall receive $25.00 for each partial day worked, and $50 for each full day worked in addition to their regular compensation.

c. Hillside Learning Center Incentive Payment. A one-time payment of $200 will be given to actively employed paraeducators after 90 calendar days assigned to the Sensory and Communication and East program classrooms. In addition, paraeducators who

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work 50% or more of their annual contract in these classroom assignments will receive a one-time annual payment of $300 on the last payroll in June if they are still actively employed in these classroom assignments as of the June pay date.

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

   Any existing hourly employee that has annualized pay shall remain grandfathered and annualized. All other hourly employees shall be paid directly off a timesheet for their days and hours worked. If an annualized, hourly employee has any unapproved, unpaid leave time they will no longer be paid with equal bi-weekly installments and will be paid directly off a timesheet for the remainder of their contract. Use of unpaid time while on an FMLA leave will be at the discretion of the Employer.

4. *Pay Periods for Part-Time Hourly Employees*. Hourly Employees that work less than full-time will be paid on an hourly basis. Extended summer employment for paraeducators will be paid on an hourly basis each pay period for the hours worked in that pay period during the summer.

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

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

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

D. Tuition Reimbursement. The AAESA shall encourage the further education of its staff through tuition reimbursement. Reimbursement will be granted under the basis of the class/course directly impacting the employee's position within the district. Preauthorization is required to be considered for reimbursement. Maximum tuition fund for each year of this contract is $15,000, with unused funds carrying forward to subsequent years; fund limit not to exceed $45,000. See Appendix C for tuition reimbursement procedures and details.

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

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F. Hourly Employee Years of Service Bonus: The Employer shall pay the following annual bonus on the first pay of December to an actively employed hourly employee. The years of service is based on seniority as of June 30 of each year.

3-5 Years of Service	$250
6-10 Years of Service	$500
11-15 Years of Service	$750
16-20 Years of Service	$1,000
21+ Years of Service	$1,500

G. Stipends/Additional Hourly Pay for 2023-2025 Contract Years: By December 2022, letters of agreements will be developed to establish stipends for employees teaching Lake Michigan College classes, serving on multiple committees, Leadership committees, and/or extra duties to be established, and additional pay for paraeducator certifications.

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ARTICLE 10

GRIEVANCE PROCEDURE

A. Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement**,** which has not been resolved using normal administrative procedures. A grievance shall be an alleged violation of the expressed terms and conditions of this Agreement by an Employee, group of Employees, or the Association.

B. Levels.

1. *Informal Conference.* Prior to filing a written grievance, the Grievant shall meet with the Immediate Supervisor for the purpose of immediately resolving the alleged dispute without further proceedings. The request for an informal conference shall be made within ten (10) days from the time of the event or the time the Grievant reasonably should have known of the event, and the informal conference shall take place within five (5) days of the request.

2. *Level One – Immediate Supervisor*. If the Immediate Supervisor's informal response is not satisfactory, a formal grievance may be filed within ten (10) days of such informal meeting. A formal conference shall be held within five (5) days from the receipt of such written grievance. The purpose of such conference shall be to seek a positive and constructive disposition of the grievance. Any **mutual** agreement as to the disposition of the grievance shall be in writing. The Immediate Supervisor shall respond in writing within ten (10) days from the date of the formal conference.

3. *Level Two - Superintendent or Designee.* If the Immediate Supervisor's Level One written response is not satisfactory, a formal grievance may be filed within ten (10) days of such informal meeting. A formal conference shall be held within five (5) days from the receipt of such written grievance. Any mutual agreement as to the disposition of the grievance shall be in writing. The Superintendent shall respond in writing within ten (10) days from the date of the conference.

4. *Level Three - Mediation.* If the grievance is not satisfactorily resolved at the Level Two, the grievance shall move to mediation, if agreed to by both the Employer and the Grievant within five (5) days of the receipt of the Superintendent's written reply. Scheduling of the mediation conference shall be initiated by the Grievant within five (5) days of agreement to mediation. All parties agree to reasonably facilitate scheduling of the mediation conference.

5. *Level Four - Arbitration.* If the grievance is not satisfactorily resolved at the Level Three conference, the grievance shall be submitted to an independent Arbitrator if such request is made within ten (10) days of the Level Three conference.

   The Arbitrator shall be selected by mutual agreement from a current list of available arbitrators.

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

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

a. The duty and responsibility of the Arbitrator is to apply and interpret the express provisions of the agreement and shall not have the authority to add to, subtract from, alter, modify, vary, or ignore the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.

b. The Arbitrator shall be requested to render their written decision within thirty (30) calendar days from the conclusion of the hearing or submission of briefs.

c. The rules may be amended in writing by the mutual agreement of the parties.

d. Either party shall have the right within ten (10) days from the receipt of the decision of the Arbitrator to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided however, that if application in not made within such time, the decision of the Arbitrator shall be binding.

6. Timelines as outlined above may be reasonably extended by mutual agreement of Employer and Association by request of either with explanation of reason for extension request. Request must be made prior to the expiration of the deadline.

C. General Procedures.

1. *Definitions*. As used in this Article, the word

a. “Grievant” means the Association or Employee(s) filing the grievance. If a Grievant is an Employee, the Employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

b. “Day” means a calendar day except a Saturday, Sunday, or scheduled holiday.

c. “Event” means the act or omission that allegedly violates one or more provision(s) of this Agreement.

2. *Form of Action*. All claims, replies and requests shall be in writing and shall be filed with each party.

3. *Exclusions*. The claim procedure shall not apply to:

a. A claim by an Employee who desires to assert their legal right to present such claim directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this

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Agreement and provided further that the Association is given the opportunity to be present at such adjustment.

b. The failure to re-employ a probationary salaried Employee on the expiration of the Employee's individual contract of employment.

c. The discharge, non-renewal, discipline, or suspension of a probationary Employee.

d. Any claim that is within the jurisdiction of a state or federal agency.

e. Any discretionary act or any provision of this Agreement that contains an express exclusion from this procedure.

f. Any dispute concerning the content of an Employee evaluation.

g. Any dispute involving the failure to employ or re-employ an Employee to an extra-duty position.

D. Withdrawals and Denials. Any claim or request for advancement to the next level, which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance that is not answered within the time specified shall be deemed to have been denied.

E. Place and Time of Proceedings. All proceedings shall be held on the Employer's premises.

F. Costs. Any fee paid for the services of an Arbitrator shall be shared equally by the parties, except as the Arbitrator shall otherwise decide. Each party shall be responsible for its own costs.

G. Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date. Any grievance filed following the expiration of the contract shall not be processed under the terms of the Contract Enforcement Procedure but shall be answered by the Superintendent.

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ARTICLE 11

GENERAL PROVISIONS

A. Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer this Agreement.

B. Notice. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

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

2. Association's Address:
   Michigan Education Association
   4341 S. Westnedge Avenue, Suite 1210
   Kalamazoo, MI 49008

3. Employee Address:
   As set forth in the records of the Employer or to such other address as a party or an Employee shall hereafter furnish in writing.

C. Scope, Waiver, and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of the Agreement shall be altered during the term of this agreement except upon the voluntary, prior written consent of both of the contracting parties, provided that nothing herein shall prohibit Employer's agreements which are not contrary to the express terms of this Agreement, and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

D. Duplication of Agreement. The Employer shall furnish a copy of this Agreement to each Employee who is employed in the bargaining unit during the term of this Agreement and shall provide twenty (20) additional copies to the Association.

E. Negotiations. Except as a provision of this Agreement may otherwise expressly require, neither party shall have any obligation to negotiate any subject that was, could have been, or could subsequently have been negotiated or renegotiated. Negotiations for a subsequent Agreement shall begin not earlier than ninety (90) days before the contract expiration date upon the written request of either party.

F. Effective Date and Termination. This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight, June 30, 2022.

G. Prior Practices. This Agreement shall supersede any existing rules, letters of understanding, regulations, or practices of the Employer, which shall be contrary to or inconsistent with its terms.

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H. Problem Solving. A Committee for the purpose of providing a forum for the submission, exchange, and consideration of various matters of interest affecting the ongoing relationship between the Employer and the Association.

1. The Committee shall meet at least three (3) times each school year. It shall be concerned with developing an effective and candid communication relationship between the parties and may propose non-binding recommendations to the Employer or to the Association from time totime.

2. It is expressly understood that this Committee shall not be engaged in collective bargaining, and neither party shall be under any obligation to accept or implement any particular proposal. If the parties do agree to implement any proposal, it shall be reduced to writing in the form of a letter of understanding.

I. Written Contracts. The Employer shall provide all salaried Employees with individual written contracts.

J. 2011 PA 4. An Emergency Manager appointed pursuant to the Local Government and School District Fiscal Responsibility Act is allowed to reject, modify, or terminate this Agreement in accordance with such Act.

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ARTICLE 12

HOURLY EVALUATION PROCEDURE

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

A. Evaluation. The Employer shall be responsible for the evaluation of each Employee in the performance of their assigned duties. Administration may inquire of any bargaining unit member factual information in regard to another member's job performance. Evaluations shall conform to the following guidelines:

1. *Philosophy of Evaluations*. The fundamental premise of evaluation is that the process and project will ultimately improve the quality of educational services in Allegan County. The goal of an evaluation system is to fairly and accurately assess and improve the quality and individual work performance and, ultimately, student outcomes.

2. *Purposes of Evaluation*. The AAESA and Employees recognize that the purpose of evaluations is:

   a. To improve individual Employee performance.
   b. To validate the selection (hiring) process.
   c. To assist in making personnel decisions.
   d. To analyze the performance of the organization.
   e. To provide data for staff development.
   f. To assure Employee awareness of job definition.
   g. To improve supervisory effectiveness.
   h. To improve evaluator/evaluated communications.
   i. To provide career growth opportunities.
   j. To raise the level of Employee self-awareness.
   k. To positively impact student outcomes.

3. *Criteria*. The principal criteria for a formal evaluation shall be furnished to an Employee at least fourteen (14) calendar days prior to such evaluation.

4. *Formal Evaluations*. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:

   a. Observations are not limited to classrooms or workstations.

   b. The evaluations shall be based on the agreed upon rubrics between the Employer and the Association.

   c. Any observation upon which an evaluation is based shall be conducted openly. An unsatisfactory rating shall not be based solely on undocumented hearsay not brought to the Employee's attention.

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d. Any concerns or negative observations shall be brought to the Employee's attention within ten (10) working days after the observation.

e. If the work of the Employee is unacceptable, the evaluator shall point out in specific terms the Employee's alleged deficiencies and identify specific ways in which the Employee is to improve. Any plan of assistance or individualized development plan shall be composed in consultation with the Employee.

f. A copy of the formal evaluation shall be given to the Employee at a year-end evaluation conference.

g. If the Employee disagrees with an observation, recommendation, or evaluation, the Employee shall submit within ten (10) days a written statement that shall be attached to the evaluation and placed in the Employee's personnel file.

5. *Re-Evaluation*. If an Employee disagrees with a formal evaluation, they shall have the right to have a re-evaluation if such re-evaluation is requested in writing within ten (10) working days from the receipt of the original evaluation. The Employee shall state in writing the specific reasons for the request for re-evaluation. The Employee may request a different evaluator from within the administrative staff of the AAESA. The administrative staff member must be deemed qualified to conduct the re-evaluation by the Superintendent or their designee.

6. *Evaluation Frequency*. All probationary Employees shall be evaluated at least once a year. All other Employees shall be evaluated at least once every three (3) years.

7. *Other Factors*. The Employer may provide for additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its Employees. The evaluation opinions of the Employer shall not be subject to the Grievance Procedure if the procedures herein set forth have been followed.

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ARTICLE 13

HOURLY EMPLOYEE SERVICES & DUTIES

A. Duties. The duties of each Employee shall include those activities within the Employee's job description or assignment, it being expressly agreed that every incidental duty is not included in such description or assignment.

B. Work Year. The number of workdays in the school year for an Employee scheduled to work a school year shall be set forth on Appendix G (Calendars).

C. Work Week. The normal work week for Employees will be:

1. The normal work week for custodial/maintenance and office personnel shall consist of forty (40) duty hours.

2. The normal work week for full-time paraeducators shall consist of a minimum thirty-five (35) hours per work week and not to exceed forty (40), unless approved by supervisor. Work hours vary by work location.

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

E. Workday. The normal workday for Employees shall include:

1. A duty-free lunch break of thirty (30) minutes each day to be taken in accordance with procedures established by the Employer.

2. Such duties, meetings, activities, and assignments, as shall from time to time be scheduled by the Employer, provided that such schedule shall not cause the work week on the average to exceed the normally assigned hours. Workday schedule may be adjusted to accommodate scheduling needs under direction of supervisor.

3. Forty (40) hours per week Employees shall be given a fifteen (15) minute paid rest period during each half of the workday, which rest periods shall not interfere with the normal operations of the Employer; provided, however, that an Employee may with prior approval of the Employee's immediate supervisor, forego such rest periods and extend the lunch break to no more than sixty (60) minutes.

4. *Part-Time Employees*. The normal work week for a part-time Employee shall be adjusted by the Employer on an individual basis in accordance with the number of hours employed and the duties assigned.

5. *General Schedule Requirements*. Each hourly Employee shall be subject to the following general requirements, namely:

a. The Employer shall furnish each Employee the procedure to be followed in the reporting of expected absence or tardiness or for the closing of the Hillside Learning and Behavior Center, Tech Center, or the AAESA Administration Office. The Superintendent may require paraeducators to report during school closure for

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inclement weather after six (6) days or the equivalent in hours. If hours are canceled for a reason that does not allow the school district to count the hours of student instruction, then the AAESA shall reschedule the day and the school year Employee may work the rescheduled day without additional compensation. The Superintendent will not require Employees to report for work on missed days that will be rescheduled.

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

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

1. *Assignment Criteria*. Subject to the provisions hereinafter set forth, the Employer shall have the discretion to determine the assignment of an Employee, and the Employer agrees to consider the following items in rank order.

a. The requirements of any applicable federal, state, and/or local laws.

b. Qualifications and skills required for the position as defined in the job posting, job description or like document.

c. Where applicable, the certification, applicable academic preparation, teaching, or work experience.

d. The length of service of the Employee with the Employer.

e. Employee personnel file.

f. The preference of the Employee for the assignment.

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

2. *Assignment Procedures*.

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

i. An hourly Employee who will be affected by a change in the assignment shall be consulted as soon as possible in advance of the change.

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

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G. Changes in Schedules.

1. Start and stop times at the Tech Center may be adjusted as needed, providing the contractual workday is not exceeded.

2. Provided all instructional hours/days mandates are satisfied, an early release, not to exceed three (3) hours, shall be allowed. The early release days shall not apply to the Tech Center and said early release days shall not exceed three (3) per semester. It is expressly understood that early release time shall be used as determined by the administration.

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ARTICLE 14

VACANCIES & TRANSFERS (HOURLY)

A. Vacancies and Transfers. It is the objective of the parties to provide a procedure for the notification of Employees of the existence of vacancies. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other Employees have assigned positions and there is no Employee who has claim to return to the position from leave of absence or layoff. The following guidelines shall be observed, namely:

1. If a vacancy occurs during the work year, the Employer may temporarily fill the position for the remainder of the work year in order to minimize any disruption, and after discussion with the association. The Employer will actively try to fill the position during this time.

2. All permanent vacancies shall be posted internally/externally at all AAESA work sites and made available at all other AAESA locations.

3. *Selection*. Except as herein provided, transfers and promotions within the bargaining unit**,** shall be made by the Employer based on qualifications and seniority. The position shall be awarded to the most senior Employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior Employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria of work history, performance evaluations, certification (where appropriate), testing for competencies related to vacancy, and best meets the needs of the organization. Qualifications are to be determined by the Employer.

B. Association Cooperation. Employees are encouraged to notify the Employer at the earliest practical time if they do not intend to renew their contracts or assignment for the next school year.

C. Jobs and Classification. The Employer, after consultation with the Association, may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the same classification or position at more than one geographic location shall not constitute the modification or establishment of a new or revised job classification or position.

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ARTICLE 15

HOURLY EMPLOYEES VACATION & HOLIDAYS

A. Holidays. Each full-time/part-time hourly Employee, as per Article 2 A(18) and A(9) shall receive the following holidays if the holiday falls during the Employee's work year and the Hillside Learning and Behavior Center and/or Technical and Education Center are not in session.

1. New Year's Day together with either the day preceding or the day following
2. Memorial Day
3. Independence Day or equivalent
4. Labor Day
5. Thanksgiving Day and the day following
6. Christmas Day together with the day preceding and the day following (or equivalent)
7. The Superintendent shall designate an additional floating holiday.

    a. An Employee shall be paid their regular pay for any holiday falling on a workday that is observed as a holiday by the Employer, provided that the Employee worked the scheduled workday preceding and following the holiday. Definition of work for this paragraph is actually reporting to the workplace, or a pre-approved vacation day, a pre-approved sick day, or a medical emergency requiring medical treatment.

    b. Each paraeducator will receive Christmas Day as a paid holiday.

B. Vacation. Each hourly Employee, other than a paraeducator, who is regularly scheduled to work at least forty-five (45) weeks during the fiscal year, shall be entitled to have a vacation with pay at a time mutually agreeable to the Employee and the Employer. Vacation time will be allotted annually on July 1 according to the following schedule:

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

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

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ARTICLE 16

NON-TEACHING SALARIED EMPLOYEE EVALUATION PROCEDURE

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

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

A. Evaluation. The Employer shall be responsible for the evaluation of each non- teaching salaried Employee in the performance of their assigned duties. Administration may inquire of any bargaining unit member factual information in regard to another member's job performance. Evaluations shall conform to the following guidelines:

1. *Philosophy of Evaluations*. The fundamental premise of evaluation is that the process and project will ultimately improve the quality of educational services in Allegan County. The goal of an evaluation system is to fairly and accurately assess and improve the quality and individual work performance and, ultimately, student outcomes.

2. *Purposes of Evaluation*. The AAESA and Employees recognize that the purpose of evaluations is:

   a. To improve individual Employee performance
   b. To validate the selection (hiring) process
   c. To assist in making personnel decisions
   d. To analyze the performance of the organization
   e. To provide data for staff development
   f. To assure Employee awareness of job definition
   g. To improve supervisory effectiveness
   h. To improve evaluator/evaluated communications
   i. To provide career growth opportunities
   j. To raise the level of Employee self-awareness
   k. To positively impact student outcomes.

3. *Criteria*. The principal criteria for a formal evaluation shall be furnished to an Employee at least fourteen (14) calendar days prior to the first observation.

4. *Formal Evaluations*. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:

   a. Observations are not limited to classrooms or workstations.

   b. The evaluations shall be based on the agreed upon rubrics between the Employer and the Association.

   c. Any observation upon which the evaluation is based shall be conducted openly. An unsatisfactory rating shall not be based solely on undocumented hearsay not brought to the Employee's attention.

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d. Upon request, a post observation conferences shall be held within ten (10) working days of each observation. If concerns are identified, the Employee shall receive a written summary of performance concerns within ten (10) working days of the observation.

e. If the work of the Employee is unacceptable, the evaluator shall point out in specific terms the Employee's alleged deficiencies and identify specific ways in which the Employee is to improve. Any plan of assistance or individualized development plan shall be composed in consultation with the Employee.

f. A copy of the formal evaluation shall be given to the Employee at a year-end evaluation conference.

g. If the Employee disagrees with an observation, recommendation, or evaluation, the Employee shall submit within ten (10) days a written statement that shall be attached to the evaluation and placed in the Employee's personnel file.

5. *Re-Evaluation*. If an Employee disagrees with a formal evaluation, they shall have the right to have a re-evaluation if such re-evaluation is requested in writing within ten (10) working days from the receipt of the original evaluation. The Employee shall state in writing the specific reasons for the request for re- evaluation. The Employee may request a different evaluator from within the administrative staff of the AAESA. The administrative staff member must be deemed qualified to conduct the re-evaluation by the Superintendent or their designee.

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ARTICLE 17

SALARIED EMPLOYEE SERVICES & DUTIES

A. Duties. The duties of each Employee shall include those activities within the Employee's job description or assignment, it being expressly agreed that every incidental duty is not included in such description or assignment.

B. Work Year. The number of workdays in the school year for an Employee scheduled to work a school year shall be set forth on Appendix G (Calendars).

C. Work Week. The normal work week for Employees shall be:

1. Salaried Employees shall work thirty-seven and one-half (37 ½) hours per week at a duty-connected facility designated by the Employer or in the discharge of their duties under the direction of the Employer.

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

D. Workday. The normal workday for Employees shall include:

1. A duty-free lunch break of thirty (30) minutes each day to be taken in accordance with procedures established by the Employer.

2. Sixty (60) minutes for planning and preparation per day for salaried Employees, as defined in Article 2, A(13), assigned teaching duties unless otherwise agreed to by both parties.

3. Such duties, meetings, activities, and assignments as shall from time to time be scheduled by the Employer, provided that such schedule shall not cause the work week on the average to exceed thirty-seven and one-half (37½) hours for salaried Employees. Workday schedule may be adjusted to accommodate scheduling needs under direction of supervisor.

4. *Constituent District Schedule*. Itinerant staff assigned to constituent district shall normally follow the daily schedule determined by the AAESA Administration and follow the calendar of the local district building in which they are assigned. The AAESA staff will be expected to participate in building meetings and school functions.

5. *Part-Time Employees*. The normal work week for a part-time Employee shall be adjusted by the Employer on an individual basis in accordance with the number of hours employed and the duties assigned.

6. *General Schedule Requirements*. Each salaried Employee shall be subject to the following general requirements, namely:

   a. A salaried Employee not under the direct supervision of the Employer shall file a daily schedule with the AAESA Administration Office and shall notify the Employer in accordance with rules established by the Employer of any material changes in the daily schedule.

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b. If a constituent district is not in session for students, the salaried Employee shall report to the AAESA Administration Office and shall be subject to the schedule of such office while so assigned except as the salaried Employee may be excused in accordance with procedures established by the Employer. Programs housed in constituent districts will follow daily schedule and school closing procedures in the constituent district. The Employer reserves the right to assign additional duties to achieve equivalency of work years to the extent feasible.

c. The Employer shall furnish each Employee the procedure to be followed in the reporting of expected absence or tardiness or for the closing of that Employee's work site, or the AAESA Administration Office. The Superintendent may require teachers to report during school closure for inclement weather after six (6) days or the equivalent in hours of closure. If the days/hours are canceled for a reason that does not allow the school district to count the day as a day of student instruction, then the AAESA shall reschedule the day and the school year Employee may work the rescheduled hours without additional compensation. The Superintendent will not require school year Employees to report for work on missed days that will be rescheduled.

i. Salaried Employees serving constituent districts shall follow the make-up procedures of those districts. On an inclement weather day, an itinerant staff person shall not be required to report to the AAESA's Administration Offices during periods when a district served is closed. It is further understood that those periods lost due to inclement weather shall be made up according to the procedures and guidelines established by the Employer and that those periods may not require additional compensation.

d. All salaried Employees shall be released upon the closure of the student day on days before scheduled vacations, holidays and when the student day is terminated early due to inclement weather.

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

1. *Assignment Criteria*. Subject to the provisions hereinafter set forth, the Employer shall have the discretion to determine the assignment of an Employee, and the Employer agrees to consider the following items in rank order.

a. The requirements of any applicable federal, state, and/or local laws.

b. Qualifications and skills required for the position as defined in the job posting, job description or like document.

c. Where applicable, the certification, applicable academic preparation (including majors and minors), teaching or work experience.

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d. The length of service of the Employee with the Employer.

e. Employee personnel file.

f. The preference of the Employee for the assignment.

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

2. *Assignment Procedures.* Not applicable to Teachers as defined in Article 2, A(16).

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

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

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ARTICLE 18

VACANCIES & TRANSFERS (SALARIED)

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

A. Vacancies and Job Openings - Salaried Employees. It is the objective of the parties to provide a procedure for the notification of non-teaching salaried Employees of the existence of vacancies. For the purpose of this provision, a vacancy is defined as a position which is unoccupied and is to be filled by the Employer when all other Employees have assigned positions and there is no Employee who has claim to return to the position from leave of absence or layoff. The following guidelines shall be observed, namely:

1. If a vacancy occurs during the work year, the Employer may temporarily fill the position for the remainder of the work year in order to minimize any disruption, and after discussion with the association. The Employer will actively try to fill the position during this time.

2. All permanent vacancies shall be posted internally/externally at all AAESA work sites and made available at all AAESAlocations.

3. *Selection*. Except as herein provided, transfers and promotions within the bargaining unit shall be made by the Employer based on qualifications and seniority. The position shall be awarded to the most senior non-teaching salaried Employee who has the qualifications and skills necessary to perform the duties of the vacant position; provided, however, that the most senior non-teaching salaried Employee in the classification in which the vacancy exists who has the qualifications and skills shall be given preference, except where the Employer determines a new hire would be better qualified, based on objective criteria of work history, performance evaluations, certification (where appropriate), testing for competencies related to vacancy, and best meets the needs of the organization. Qualifications are to be determined by the Employer.

B. Jobs and Classification. The Employer, after consultation with the Association, may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the same classification or position at more than one geographic location shall not constitute the modification or establishment of a new or revised job classification or position.

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ARTICLE 19

FLEX TIME

A. Flex Time - Hourly. Flex Time for hourly Employees may occur based on a mutual agreement with the immediate supervisor to adjust the normally scheduled work hours. Flex Time may not be used if the Employee's resulting work hours will exceed 40 in any work week.

1. Flex Time is normally to be taken during the same work week or pay period.

2. Flex Time is earned at 1.0 times the number of the minutes/hours worked over the usual workday and shall not result in an overtime or compensatory time obligation.

3. All Flex Time hours worked or paid shall be accurately recorded by the Employee and supervisor in the manner determined by the Employer.

4. A form for this purpose will be mutually developed.

5. Flex time for Tech Center staff. Employees who work evenings for the following events (Orientation Night, Center Wide Advisory Committee meetings, Open House, and Student Award Ceremony) will be exempt from working on a day mutually agreed upon by the Tech Center calendar committee. They will not be able to use those events for additional flex time. All teaching/salaried/paraeducator staff are required to attend these events.

B. Flex Time - Salary. Flex Time for Salaried Employees may occur based on a mutual agreement with the immediate supervisor to adjust the normally scheduled work hours, outside of student time.

1. All Flex Time shall be accurately recorded by the Employee and Supervisor in the manner determined by the Employer.

2. A form for this purpose will be used.

3. Flex time for Tech Center staff. Employees who work evenings for the following events (Orientation Night, Center Wide Advisory Committee meetings, Open House, and Student Award Ceremony) will be exempt from working on a day mutually agreed upon by the Tech Center calendar committee. They will not be able to use those events for additional flextime. All teaching/salaried/ paraeducator staff are required to attend these events.

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ARTICLE 20

HEALTH AND SAFETY CONDITIONS

A. An Employee is required to inform their immediate supervisor of any health and safety concerns affecting working conditions and shall promptly report any work-related injury on the Employer provided form(s) in accordance with AAESA policy. Supervisors shall promptly investigate and report back to the Employee of any actions taken.

B. If an Employee is infected with head lice at school, which requires the Employee to leave school, that day's absence shall not be deducted from the Employee's sick leave.

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ARTICLE 21

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed July 1, 2022, through June 30, 2025. Any increases in compensation and fringe benefits shall be effective on the first workday following ratification of this Agreement by both parties.

EMPLOYER
Allegan Area Educational Service Agency

Larry E. Collier, AAESA Board President	William D. Brown, AAESA Superintendent
7/12/2022	7/17/2022
Date	Date

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

Joseph Senn, ESAAI President	Andrew Findling, Chairperson
7/17/2022	7/18/2022
Date	Date

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SCHEDULE A
HOURLY STAFF COMPENSATION

2022-2023
All hourly employees shall receive a 4% increase to their 2021-22 total hourly compensation.

2023-2024
All hourly employees shall receive a 4% increase to their 2022-23 total hourly compensation.

2024-2025
All hourly employees shall receive a 4% increase to their 2023-24 total hourly compensation.

The hourly range below is used for initial placement for new hires. For the length of this contract, minimum hourly rate upon hire will be $14.25.

Hourly Range	Minimum	Midpoint	Maximum
Secretary/Receptionist	$14.25	$16.00	$17.50
Administrative Associate	$15.00	$17.25	$19.50
Paraeducator	$13.00	$14.75	$16.50
Deaf/Hearing Impaired Technician	$15.00	$17.00	$19.00
Custodian	$14.00	$16.00	$18.00
Building Custodian	$15.00	$17.00	$19.00
Maintenance Technician	$20.00	$22.00	$24.00
Aquatic Coordinator	$19.00	$21.00	$23.00
COTA, PTA, Audiology Assistant, Behavior Interventionist, Low Incidence Interventionist	$20.50	$22.25	$25.00
Early College/Career Coordinator	$17.00	$19.00	$21.00

1. Secretary/Receptionist, Administrative Associate:
   a. Associates degree and/or 60 credit hours earns additional $1.00 per hour.

2. Paraeducator:
   a. Associates degree and/or 60 credit hours, CNA certification, and RBT certification earns additional $1.00 per hour (maximum of $2.00 per hour).
   b. Longevity earns additional $.50 per hour with five (5) years or more of service with Employer and an additional $.50 per hour with ten (10) years or more of service with Employer.
   c. A one-time off-schedule payment of $300 will be made on the last payroll in June to actively employed Paraeducators who are CPI certified and assigned to a Specialized Instruction classroom.

3. Custodian/Maintenance:
   a. Additional $1.00 per hour if the person holds a license in plumbing, electrical, HVAC, and/or pool certification (could receive a maximum of $3.00 per hour). To receive the additional compensation, the position must require the certification.

4. Early College/Career Coordinator:
   a. Bachelor's degree earns an additional $1.00 per hour.

5. Audiology Assistant:
   a. Additional $1.00 per hour if the person holds a certificate in American Sign Language.

6. All Hourly Staff:
   a. Longevity earns an additional $.50 per hour with ten (10) years or more of service with Employer.

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SCHEDULE B
SALARIED STAFF COMPENSATION

2022-2023
All salaried employees shall receive a 4% increase to their 2021-22 total compensation. Identified staff will receive a targeted, market rate adjustment that will not be less than the 4%.

2023-2024
All salaried employees shall receive a 4% increase to their 2022-23 total compensation. If the salaried employee's 2023-24 total compensation is above the current corresponding maximum salary, the salaried employee shall receive a 2% increase to their total compensation.

2024-2025
All salaried employees shall receive a 4% increase to their 2023-24 total compensation. If the salaried employee's 2024-25 total compensation is above the current corresponding maximum salary, the salaried employee shall receive a 2% increase to their total compensation.

The salary range below is used for initial placement for new hires based on education and experience ranging from 0-7 years from the minimum to midpoint level and experience ranging from 8-14 years from midpoint to maximum level. In consultation with the Executive Board, this range will be adjusted annually based on a market rate analysis, and individual, targeted adjustments will be reviewed at the termination of this current agreement.

Salary Range	Minimum	Midpoint	Maximum
Non-BA Range	$39,000	$54,000	$69,000
BA Range	$41,000	$56,500	$72,000
BA+18 Range	$43,000	$58,500	$74,000
MA Range	$45,500	$61,750	$78,000
Specialist Range	$48,500	$68,250	$80,000

Current Salaried Employees who earn a BA degree, BA+18 degree, MA degree will be moved to the corresponding salary range. This adjustment can occur at two (2) times throughout the year: either (1) at the beginning of their contract year OR (2) by January 15th. Proof of completion must be provided to Human Resources on or before these two dates.

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

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SCHEDULE C
FRINGE BENEFITS

A. Insurance.

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

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

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

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

2. *Insurance Coverage*.

   a. Effective January 1, 2018, the following three (3) WMHIP health insurance plans will be available: $500/1000 Deductible Plan, $250/500 Versatile Plan, Minimum Annual Deductible HSA Plan.

   b. Effective the first day of the month following ratification, the maximum the Employer will pay annually for the 2022-2025 contract years will be the hard cap amounts established by the State.

   c. Paraeducators. Paraeducators shall be eligible for district paid single subscriber health, dental, and vision insurance coverages. Effective July 1, 2017, paraeducators completing five (5) consecutive years of service with the district, shall be eligible to elect two-person or full family district paid health, dental, and vision insurance coverage during the first available open enrollment period. For insurance purposes only, the five (5) consecutive years of service for all paraeducators with a hire date prior to July 1, 2017, begins accruing on July 1, 2017.

   d. Alternative Wage Scale & Benefits. As of July 1, 2017, the alternative wage scale is no longer an option for new enrollees. Hourly Employees currently receiving the $1.00 or $2.00 Alternative Wage Scale, as of July 1, 2017, shall be eligible to continue that

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alternative wage until December 31, 2022. After December 31, 2022, the Alternative Wage Scale will no longer exist for any employee.

e. Section 125 Plan. Any elections made by the Employee that result in an actual monthly premium cost in excess of the Employer's contribution shall be paid by the Employee through a section 125 payroll deduction.

f. The Board will pay the proportionate share of the hard cap per monthly amounts for all part-time staff as described in Article 2, A(9).

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

1. The AAESA shall provide full-family dental and vision insurance through a self-funded program established by the AAESA for the term of the Collective Bargaining Agreement. See Plan Summaries in Appendix D.

2. For application of the dental and vision programs "full-family" shall be defined as Employee's spouse and dependent children through twenty-five (25). This definition shall apply exclusively to the implementation of the dental and vision programs.

3. The full family Dental Program shall provide an annual benefit of $1,300 (one thousand three hundred) per covered individual. Orthodontic benefits for dependents up to 19 years of age shall be paid at 90% (ninety percent) of the charges with a lifetime maximum benefit of $1,100 (one-thousand one hundred) per dependent.

4. The full family Vision Program shall provide an annual benefit of $1,100 (one-thousand one hundred) per full family.

5. *Life Insurance*. All Employees shall receive $10,000 of life insurance.

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

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Tech Center Staff Assigned as Advisor to a Student Organization shall receive the following compensation:

TABLE 1A

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

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

1. Recommendation for Career and Technical Student Organization (CTSO) advisors is provided only when student contestants are officially enrolled as members in their respective CTSO.

2. Any local competitions held do not require an officially enrolled member status – this is done as a cost saving matter to the AAESA.

3. The total remuneration found in Table 1A is for any one advisor and is limited to $1,200 in any one academic calendar year.

4. Only State Department of Education or otherwise approved recognized CTSOs will qualify for stipends in Table 1A (FFA, HOSA, Skills USA, BPA, and DECA).

5. CTSO advisors will be responsible for submitting an “Annual Activity Summary Report” at the completion of the competitive year for their CTSO, to be approved by the administration prior to payment. (This typically would occur shortly after national competition).

6. “Active Student Members” are calculated on a per advisor basis by training program.

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

1. Recruit students into the CTSO.

2. Assist in organizing the CTSO Chapter(s); elect officers, register members, communicate with state and national CTSOs, arrange for dues, fees, etc. to be collected and paid, etc.

3. Work cooperatively and in a timely manner to provide the administration with the necessary information to arrange for transportation, lodging, registrations, etc. for local, state, and national competitions.

4. Infuse the CTSO activities into the program curriculum. Make the CTSO co-curricular as opposed to extra-curricular.

5. Communicate with parents and local schools regarding student participation in CTSO planned activities.

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6. Work cooperatively with other advisors in planning, organizing, attending, chaperoning, etc. of CTSO activities.

7. Attend, participate in, and assist students in participation in CTSO leadership activities, seminars, competitions, etc.

8. Work cooperatively with CTSO Advisors from other schools in the region or state to plan and implement competitions.

9. Prepare and implement local competition for students as per guidelines in rules or bylaws of the appropriate CTSO.

10. Teachers or advisors are expected to accompany, chaperone, and supervise CTSO students at local, district/regional, state, and national events.

D. Mentor Compensation for Salaried Employees. A mentor teacher will be assigned to each probationary teacher per the State of Michigan School Code (MCL 380.1526). All other salaried employees will be assigned a mentor for their first year of employment in the district. The assignment shall be made by the Administration with input from the Association. The mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.

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

1. Participation of bargaining unit members as a mentor shall be voluntary.

2. Mentors shall receive a $40 payment for at least one 30-minute meeting per month for 10 months (minimum of 300 minutes and a maximum of $400 per year). This may be prorated by the month in the event of a partial mentor relationship, based on Administrator approval.

3. No mentor shall be assigned more than two (2) staff at one time.

4. Each mentor shall receive a job description and training. The Association and Administration will work together to accomplish these tasks.

5. The Administration and the Association agree the relationship shall be confidential and the mentor and teacher shall not evaluate each other.

6. Neither the mentor nor the teacher may refuse to truthfully disclose facts during a Board investigation of Employee misconduct.

7. Nothing in this article precludes the Administration from soliciting individuals outside the Association to serve as mentors, as provided in the State of Michigan School Code.

8. Appendix E – Mentor Agreement.

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

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Appendix A

INCLEMENT WEATHER PROCEDURE

SCHOOL CLOSURE, DELAYED STARTS, EARLY DISMISSALS

Effective July 1, 2017

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

Notification

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

Definitions

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

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

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

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

Determination – Instructional Staff

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

Reporting to Work – Instructional Staff

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

Employee Discretion – Instructional Staff

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

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

Determination – Local District Assigned Staff

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

Reporting to Work – Local District Assigned Staff

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

Employee Discretion – Local District Assigned Staff

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

Non-Instructional Staff:
All other Employees.

Determination – Non-Instructional Staff

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

Reporting to Work – Non-Instructional Staff

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

Employee Discretion – Non-Instructional Staff

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

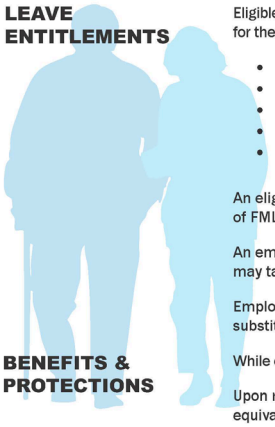
NOTE: Staff members who are unsure to which of the three (3) groups above they belong should seek clarification from their immediate supervisor.

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Appendix B - FMLA

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION



LEAVE ENTITLEMENTS

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

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

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

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

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

BENEFITS & PROTECTIONS

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

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

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

ELIGIBILITY REQUIREMENTS

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

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

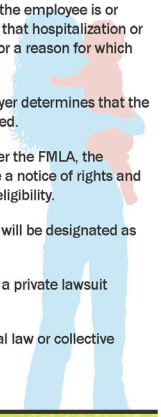
*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

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

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

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



EMPLOYER RESPONSIBILITIES

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

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

ENFORCEMENT

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

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

For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

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

WH1420 REV 04/16

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Appendix C – Tuition Reimbursement

ALLEGAN AREA ESA TUITION REIMBURSEMENT GUIDELINES

The Allegan ESA shall encourage the continuing education of its staff. Reimbursement will be granted under the basis of the class/course *directly* impacting the employee's position within the district. Preauthorization (before the first day of class) is required to be considered for reimbursement.

Reimbursement rates* shall be reviewed on an annual basis. Below are the reimbursement rates:

Graduate Level - $2,000 maximum per contract year
Undergraduate Level - $1,200 maximum per contract year
Alternative/Continuing Education - $500 maximum per contract year

Please make sure to review the procedures below to ensure your reimbursement is processed correctly.

CONDITIONS OF REIMBURSEMENT

- Only courses that relate *directly* to the employee's immediate job assignment will be considered for approval.
- A course syllabus or description must be submitted with the reimbursement form for pre-approval.
- Prior approval of the class/course by the Leadership Team and Assistant Superintendent of Finance & Operations is required. Please note: if pre-approval is not granted **PRIOR TO** the class/course start date, it will **NOT** be eligible for reimbursement.
- Reimbursement shall be made after completion of the course and submission of evidence of the tuition/applicable fees being paid and satisfactory completion of the course.
- The tuition reimbursement form **MUST** be submitted to the finance department **NO LATER** than 30 days after the class has concluded or the last day of the semester, whichever comes first.

*Please note, for ESAAI union employees, the tuition reimbursement fund for the current contract (2022-2025) has an annual fund maximum of $15,000, with unused funds carrying forward to subsequent years; fund limit not to exceed $45,000. Tuition reimbursement is on a first come first serve basis.)

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ALLEGAN Area Educational Service Agency

Tuition Reimbursement Form
2022-2023

NEEDED INFORMATION PRIOR TO START OF CLASS FOR PRE-APPROVAL:

- **MUST Attach Course Syllabus**

Employee: _____

Position: _____

Course Description/Title: _____

College/University/Institution: _____

Total Cost of Tuition/Fees: _____

Direct impact course has on current job assignment: _____

_____

_____

I have read, and I agree to all provisions of the tuition reimbursement guidelines

Employee Signature _____ Date Signed: _____

Leadership Team Signature: _____ Date Signed: _____

Assistant Superintendent Pre-Approval: _____ Date Signed: _____

NEEDED INFORMATION UPON COMPLETION OF CLASS:

- **Must Attach Paid Tuition/Fees Receipt(s)**
- **MUST Attach Transcripts/Evidence of Satisfactory Completion**
- **Submit signed form with attached paperwork to Martha Gras (martha.gras@alleganaesa.org)**

BUSINESS OFFICE SECTION

Graduate Level – Maximum Reimbursement $2000 per year
Undergraduate Level – Maximum reimbursement = $1200 per year
Alternative/Continuing Education – Maximum Reimbursement = $500 per year

11.1.231.2310.000.0000.00000.0000 22.1.231.2310.000.0000.00000.0000 26.1.231.2310.000.0000.00000.0000

Assist. Supt. Of Fin/Ops Signature: _____

Approved Amount: _____

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Appendix D – Dental/Vision Plan Summaries

PO Box 610
Southfield, MI 48037
248-901-3705

ALLEGAN AREA ESA Dental Benefits Plan — Group # 40117

The Plan-at-a-Glance	PPO Networks: ADN Dental Network, DenteMax
Maximum Benefits	**January 1st through December 31st**
Annual Maximum	$1,300 per eligible individual for covered class I, II and III services.
Lifetime Maximum	$1,100 per eligible individual for covered class IV services
TMJ Services	Applies to annual maximum, up to lifetime maximum of $1000
Class I Preventive Services – 90%	
Routine Oral Examinations	Twice per plan year
Prophylaxis (Cleaning), Periodontal Maintenance	Twice per plan year
Topical Application of Fluoride	Twice per plan year to age 18
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Class II Restorative Services – 90%	
Composite and Amalgam fillings**	
Space Maintainers	Up to age 14
Root Canal Therapy	
Periodontal Root Planing	
Periodontal Surgery	
Oral Surgery and Extractions	Medical plan primary for certain procedures
General Anesthesia or IV Sedation	With covered oral surgery or medically necessary
Occlusal Guards	For Bruxism Only
TMJ Appliances and Services	
Class III Major Services – 90%	
Inlays, Onlays and Crowns	
Complete and Partial Removable Dentures	
Fixed Partial Dentures (Bridges)	
Denture Repair and Adjustment	
Denture Reline or Rebase	
Addition of Teeth to Partial Dentures	
Endosteal implants and single implant supported crowns	
Class IV Orthodontic Services – 90%	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
Not Covered	
Sealants	Eposteal and Transosteal Implants — Cosmetic Treatment

Deductible – None
Missing Tooth Clause – None
12 Month Billing Limitation
Waiting Periods – None
COB – Standard

**Composite and resins are not covered for posterior teeth, alternate benefit applies
**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Eligibility is determined at time of service. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Benefits are payable at the applicable percentage level of the Usual and Customary or PPO Fee Schedule allowed amount for the procedure rendered. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding $250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

Updated 7/1/21

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ADN ADMINISTRATORS

PO Box 610
Southfield, MI 48037
248-901-3705

ALLEGAN AREA ESA Vision Benefits Plan — Group # 40117

The Plan-at-a-Glance — **Benefit Year – January 1st through December 31st**

Annual Shared Family Maximum		**$1,100.00**
Vision Examination	**Optometrist**	Covered up to $85
	Ophthalmologist	Covered up to $125
Spectacle Lenses (Pair):		
Single Vision		Covered up to $85
Bifocal		Covered up to $85
Trifocal		Covered up to $110
Lenticular or Progressive		Covered up to $110
Standard Frames		Covered up to $200
Contact Lenses (Pair)		Covered up to $310
Contact Lens Exam/Fitting Fee additional allowance		Covered up to $30

Extra Lens Features	**Tints/Photochromic**	**Polarization** (Total lens allowance)
Single Vision	$70	$55
Bifocal	$95	$100
Trifocal	$120	$125
Lenticular or Progressive	$120	$145

Limits & Exclusions

1. Plan participants are limited to one vision examination during any benefit year.
2. Plan participants are limited to one pair of corrective spectacle lenses and one frame during any benefit year.
3. Plan participants may choose between eyeglasses or contact lenses, but not both.
4. Vision services/materials for each covered family member apply to the annual shared family maximum.

No Payments will be made for the following:

1. Non-corrective eyeglass or contact lenses
2. Vision therapy or subnormal vision aids
3. Medical or surgical treatment of the eyes
4. Replacement of lost or broken lenses or frames if benefits applicable to the replacement were previously provided during the benefit year
5. Charges with respect to which benefits are provided under any Workers' Compensation or similar law
6. Vision examination, lenses or frames which would have been furnished without cost in the absence of this insurance or for which an insured person has no legal obligation to pay
7. The cost of frames that exceeds the plan allowance
8. Extra charges for any lens treatments and coatings not listed under Extra Lens Features
9. Polycarbonate Lenses.
10. Charges for contact lenses that exceed the one-time annual plan allowance

Note: For each benefit year, covered charges for contact lenses are in lieu of all other covered charges except examinations for each insured person.

Updated 7/1/2021

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Appendix E – Mentor Agreement

Mentor Agreement

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

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

The Mentor shall be assigned in accordance with the following:

1. The Mentor will be assigned by a Leadership Team Member.
2. The Mentor is voluntary and mutually agreeable between both Mentor and Mentee.
3. The Mentor shall receive a copy of the job description for the position being mentored, and by request, receive training.
4. The Mentor shall receive a $40 payment for at least one 30-minute meeting per month for 10 months (minimum of 300 minutes and a maximum of $400 per year). This may be prorated by the month in the event of a partial mentor relationship, based on Administrator approval. *
5. The Mentor shall take the lead in establishing 10 consistent meetings, approximately one per month, with no less than 300 minutes over the course of the year.
6. The Mentor will complete a 'Contact Log' along with the Mentee to document the date of each meeting, duration (in minutes) of each meeting, topic(s) covered in each meeting, and turn in this signed document at the completion of the mentoring year.
7. The relationship between Mentor and Mentee shall be confidential and the Mentor and Mentee shall not evaluate each other.
8. The Leadership Team Member will at a minimum, evaluate its success at 5-month intervals.
9. The Mentor Agreement and a Contact Log are to be turned in at the end of the year to the assigned Leadership Team Member.

I have read and agree to the responsibilities as outlined.

_____ _____
Mentor Date

_____ _____
Colleague Date

_____ _____
Leadership Team Member Date

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

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Appendix F – Grievance Form

ESAAI GRIEVANCE FORM

General information		
Grievant		Grievance #
Job title	Building	Immediate Supervisor (IS)
Best contact	Date of occurrence (must notify within 10 days)	
Date of conference (must take place w/in 5 days of notification of issue)		

If not satisfied with the resolution of your problem, the Association has ten (10) days from the date of the informal conference above to file a written grievance and set formal grievance procedure in motion.

Level 1 Formal Statement of Grievance to Supervisor (use additional pages as needed)

Citations

Relief sought

Grievant/representative signature/date	Date of Level 1 formal conference
	(within 5 days of filing date)

Immediate Supervisor Response (10 days to respond from date of Level 1 conference)

Supervisor Signature/date	Grievant has 5 days to request Level 2 conference

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

Date and time of meeting

B.) Level 2 Superintendent disposition and signature (attach additional pages if necessary)
Written response shall be received by Grievant within 10 days of Level 1 conference.

C.) Level 2 Grievant disposition and signature (attach additional pages if necessary)
Written decision to move to Level 3 shall be made within 5 days of receipt of written response of Superintendent.

Level 3 Agreement to mediate
Mediation shall be agreed upon by both Superintendent and Grievant within 5 days of Grievant's disposition date above.

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

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

Date and location of mediation	Outcome

Level 4 Decision to arbitrate
Written decision to move to Level 3 shall be made by Grievant within 10 days of mediation conference.

Date and decision of Grievant/Association

Level 4 Selection of arbitrator
Arbitrator selection shall take place per collective bargaining agreement within 5 days of decision to arbitrate.

Level 4 Outcome of arbitration (attach)
Arbitration shall take place per collective bargaining agreement.
Arbitrator shall be asked to provide decision within 30 calendar days.

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Appendix G - Calendars

2022 - 2023

12-Month Calendar

Holidays - AAESA District Closed
No Students - Common County Calendar
Student Count Days: Fall 10/6 Supplemental - 2/9

Jul 04	Independence Day Holiday
July 8, 15, 22, 29	Closed Fridays
Sept 2	Labor Day Weekend
Sep 5	Labor Day
Oct 05	Fall Student Count Day
Nov 24	Thanksgiving Break
Nov 25	Thanksgiving Break
Dec 21-Jan 3	No Students-Winter Break
Dec 23, 26, 27	Holiday Break
	Floater Holiday
Dec 29, 30, Jan 02	New Year's Holiday
Feb 08	Supplemental Student Count Day
April 3-7	No Students - Spring Break
May 29	Memorial Day

July '22

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

August '22

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

September '22

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

October '22

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

November '22

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

December '22

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

January '23

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

February '23

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

March '23

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

April '23

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

May '23

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

June '23

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

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2022-2023

AAESA

Ancillary Calendar

Flex Days to be Added
Pink = Non Work Days
AAESA Midwinter Break* No Staff
Staff Only Days
No Staff or Students

July '22

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

August '22

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

3 Student days July/Aug to be added

September '22

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

October '22

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

November '22

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

December '22

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

Aug 22 - 23	Staff Only PD
Aug 22	SI Department Meeting
Sept 2 & 5	Labor Day Holiday-No Students
Oct 05	Fall Student Count Day
Nov 24	Thanksgiving Break
Nov 25	Thanksgiving Break
Dec 21-Jan 3	Holiday Break
Jan 11	SI Department Meeting
Feb 08	Supplemental Student Count Day
Feb 16-17	Mid Winter Break
Mar 31 - Apr 7	Spring Break
May 12	SI Department Meeting
May 12	Celebration of Learning
May 29	Memorial Day

Ancillary staff will draft a calendar that meets the needs of the students in districts and programs they serve, ensuring 187 total work days over the ocurse of the year and not working on non-student days except for staff only days. Four additional days (30 hours) will be added to this calendar in order to meet the needs of Balanced Calendar service compliance. Three days in July & Audust 2020 and 1 day in June 2021. Staff will identify days to be worked and submit them to their supervisor

January '23

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

February '23

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

March '23

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

April '23

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

May '23

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

June '23

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

5 Days to be added

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2022-2023

Early On® Calendar

Green = Work Days
Pink = AAESA Closed (Early On day off)
Red = Professional Development Day
Yellow = July/August Flex Days, choose total of 13 for July and August
Purple=choose total of 5 flex days June 12-30
White = Days off
Student Count Days: Fall 10/5 Supplemental - 2/8

Jul 04	Fourth of July Holiday
Aug 22	First day Early On staff
Aug 22	PD/Staff Only Day
Aug 22	Opening Day
Sept 2 & 5	Labor Day Holiday
Oct 05	Fall Student Count Day
Nov 15-17	Early On Conference
Nov 24 & 25	Thanksgiving Break
Dec 23-27	Holiday Break
Dec.	Potential Floater Holiday
Dec 29-Jan	New Year's Holiday
Jan 11	All SI Dept Meeting (end of day)
Feb 08	Spring Student Count Day
Feb	Mid-Winter Break
Mar 24	Tentative PD/Staff Day
Apr 3-7	Spring Break
May 12	AAESA Celebration of Learning
May 29	Memorial Day

July '22

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

August '22

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

September '22

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

October '22

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

November '22

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

December '22

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

January '23

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

February '23

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

March '23

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

April '23

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

May '23

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

June '23

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

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2022-2023

Tech Center Calendar

Green = Student Days (180)
Pink = Closed (No Students)
Staff Only
District Professional Development Days - no students

July '22

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

August '22

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

6 Student Days

September '22

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

20 Student days

October '22

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

21 Student Days

November '22

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

19 Student Days

December '22

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

14 Student Days

Aug 16-18	Building 'Staff Only PD/Staff Work Day
Aug 17	Parent /Student Orientation
Aug 22	ESA Opening Day/Individulaized Staff Only PD
Aug 23	First Day with Students
Sept 2, 5	Labor Day Holiday-No Students
Oct 05	Fall Student Count Day
Nov 22	End of First Trimester
Nov 23	Idividualized Staff Only PD
Nov 24	Thanksgiving Break
Nov 25	Thanksgiving Break
Dec 21- Jan 03	Holiday Break
Feb 01	Spring Student Count Day
Feb 07	Open House
Feb 17	Mid Winter break - No students
Feb 20	Individualized Staff Only PD
Mar 03	End of Second Trimeter
Mar 31	Staff day off for 5 evenings worked
April 03-07	Spring Break
May 08	Student Awards Night
May 12	AAESA Celebration of Learning
May 29	No School Memorial Day
June 02	Last Day Students
June 12	Last Day for Staff

NOTE*** Districts choosing to take days off for mid-winter break are asked to take them during the week of 2/15/22-2/20/22

January '23

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

20 Student Days

February '23

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

18 Student Days

March '23

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

23 Student Days

April '23

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

15 Student Days

May '23

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

22 Student Days

June '23

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

2 Student Days

Student Days	180
Teacher Days	187

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2022-2023 Hillside Traditional Calendar

District Closed (No Students, No Staff)

Early Release (see dismissal schedule below)

Half Day for Students (see dismissal schedule below)

Staff Only (No Students)

Aug 22-26	Staff Only/Professional Development
Aug 22	SI Department Meeting
Sept 2 & Sept 5	Labor Day Weekend Holiday
Sep 14	Early Release
Sep 30	1/2 Day Students
Oct 05	Fall Student Count Day
Oct 07	1/2 Day Students
Oct 12	Early Release
Oct 28	Fall Student Count Day
Oct 12	Early Release
Nov 09	Early Release
Nov 22	1/2 Day Students
Nov 23-25	Thanksgiving Break
Dec 02	1/2 Day Students
Dec 14	Early Release
Dec 21- Jan 03	Winter Break
Jan 6	1/2 Day Students
Jan 11	Early Release
Jan 27	1/2 Day Students
Feb 8	Early Release
Feb 16	1/2 Day Students
Feb 17	No School
Mar 03	1/2 Day Students
Mar 08	Early Release
Mar 24	1/2 Day Students
Mar 30	1/2 Day Students
Mar 31 - Apr 7	Spring Break
Apr 19	Early Release
Apr 28	1/2 Day Students
May 12	1/2 Day Students
May 12	AAESA Celebration of Learning
May 12	SI Department Meeting
May 26	1/2 Day Students
May 29	Memorial Day
Jun 7-8	1/2 Day Students
Jun 9	Staff Only PD

SCHEDULE

Students 8:30-3:00 (full day)

8:30-1:00 (early release) 8:30- 11:00 (1/2 Day)

Progress Reports sent home 11/4, 1/27, 3/31, 6/9

Student Count Days - October 5 and February 8

July '22

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	0 Student Days					

August '22

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

3 Student Days

September '22

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

20 Student Days

October '22

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

21 Student Days

November '22

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

19 Student Days

December '22

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

14 Student Days

January '23

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

20 student days

February '23

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

18 student days

March '23

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

22 student days

April '23

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

May '23

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

22 student days

June '23

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

6 student days

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2022-2023

Year Round Calendar
Hillside Learning Center
Transition Center

District Closed (No Students, No Staff)
Early Release: (see dismissal schedule below)
1/2 Day for Students (see dismissal schedule below)
District Professional Development (No Students)
Student Count Days - October 5 and February 8

July '22

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

8 Student Days

August '22

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

11 Student Days

September '22

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

20 Student days

October '22

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

15 Student Days

November '22

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

17 Student Days

December '22

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

14 Student Days

Jul 1 & Jul 4	Independence Day Holiday
Aug 5	Staff Only Professional Development
Aug 22-25	Staff Only Professional Development
Aug 22	SI Department Meeting
Sept 2 & Sept 5	Labor Day Weekend Holiday
Sept 14	Early Release
Oct 05	Fall Student Count Day
Oct 12	Early Release
Oct 17-21	Fall Break
Nov 9	Early Release
Nov 21 - 25	Thanksgiving Break
Dec 21 - Jan 3	Winter Break
Jan 11	Early Release
Feb 8	Early Release
Feb 08	Spring Student Count Day
Feb 13-17	Mid-Winter Break
Mar 30	Staff Only Professional Development
Mar 31 - Apr 7	Spring Break
Apr 19	Early Release
May 12	AAESA Celebration of Learning
May 12	SI Department Meeting
May 12	1/2 Day Students
May 22 - Jun 2	Spring Break II
Jun 19 - Jun 30	Summer Break 1

Hillside Learning Center - West Program Schedule

Students 8:30-3:00 (full day)
8:30-1:00 (early release)
8:30-11:00 (1/2 Day)

Transition Center Schedule

Students 7:45-2:15 (full day)
7:45-12:15 (early release)
7:45-10:15 (1/2 Day)

Progress Reports sent home 10/26, 1/18, 4/13, 6/18

January '23

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

20 Student Days

February '23

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

15 Student Days

March '23

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

21 Student Days

April '23

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

14 Student Days

May '23

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

15 Student Days

June '23

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

10 Student Days

Student Days 180

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2022-2023

ECSE Calendar

Hillside Learning Center

District Closed (No Students, No Staff)

Facilitated Parent Involvement

No Transportation, Schedule TBD

District Professional Development (No Students)

Student Count Days - October 5 and February 8

July '22

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

8 Student Days

August '22

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

11 Student Days

September '22

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

19 Student days

October '22

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

14 Student Days

November '22

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

16 Student Days

December '22

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

13 Student Days

Jul 1 & Jul 4	Independence Day Holiday
Aug 5	Staff Only Professional Development
Aug 22-25	Staff Only Professional Development
Aug 22	SI Department Meeting
Sept 2 & Sept 5	Labor Day Weekend Holiday
Sept 14	Early Release
Oct 05	Fall Student Count Day
Oct 12	Early Release
Oct 17-21	Fall Break
Nov 9	Early Release
Nov 21 - 25	Thanksgiving Break
Dec 21 - Jan 3	Winter Break
Jan 11	Early Release
Feb 8	Early Release
Feb 08	Spring Student Count Day
Feb 13-17	Mid-Winter Break
Mar 13-17	Winter Break II
Mar 30	Staff Only Professional Development
Mar 31 - Apr 7	Spring Break
Apr 19	Early Release
May 12	AAESA Celebration of Learning
May 12	SI Department Meeting
May 29 - Jun 2	Spring Break II
Jun 19 - Jun 30	Summer Break I

Progress Reports sent home 10/26, 1/25, 4/13, 6/18

ECSE SCHEDULE

Students 8:30-11:15 (AM Session)

12:15 - 2:30 (PM Session)

January '23

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

19 Student Days

February '23

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

14 Student Days

March '23

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

25 Student Days

April '23

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

13 Student Days

May '23

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

18 Student Days

June '23

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

10 Student Days

Letter of Agreement

between the

Allegan Area Educational Service Agency

and the

Educational Staff Association of Allegan Intermediate, MEA/NEA

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

Adjusting a clerical error in Article 15 reference as follows:

A. Holidays. Each full-time/part-time hourly Employee, as per ~~**Article 2 A(18)**~~ and A(9) shall receive the following holidays if the holiday falls during the Employee's work year and the Hillside Learning and Behavior Center and/or Technical and Education Center are not in session.

A. Holidays. Each full-time/part-time hourly Employee, as per **Article 2 A(17)** and A(9) shall receive the following holidays if the holiday falls during the Employee's work year and the Hillside Learning and Behavior Center and/or Technical and Education Center are not in session.

This Letter of Agreement shall neither set a precedent nor establish a practice.
This Letter of Agreement shall expire on June 30, 2025.

For the Board of Education

Dated: 9/23/2022

Valli Virgo-Carpenter
For the Association

Dated: 9.28.2022

Letter of Agreement

between the

Allegan Area Educational Service Agency

and the

Educational Staff Association of Allegan Intermediate, MEA/NEA

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

1. As of January 1, 2023, any Tech Center paraeducator that holds a certification listed on the Perkins 5/State Approved List, shall earn an additional $1.00 per hour (not to exceed the maximum of $2.00 per hour per Schedule A,2.a.).
2. Paraeducators in the following programs shall earn an additional $1.00 per hour if they hold the certifications listed below (not to exceed the maximum of $2.00 per hour per Schedule A,2.a.). Once these programs receive an approved certification from Perkins 5, then that certification will become the approved certification moving forward:
   Graphic Art/Design - Adobe Certified Associate Certification
   Vet Tech - Paragon School of Pet Grooming, Inc. Certification
   Heavy Equipment - Warehouse Forklift Certification
   Machining/CNC - Haase Level I CNC Certification

This Letter of Agreement shall neither set a precedent nor establish a practice.
This Letter of Agreement shall expire on June 30, 2025.

William D. Brown

For the Board of Education

Dated: 12/14/22

Valerie Virgo Carpenter

For the Association

Dated: 12.14.22

Letter of Agreement

between the

Allegan Area Educational Service Agency

and the

Educational Staff Association of Allegan Intermediate, MEA/NEA

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

1. As of July 1, 2023, any employee that serves as a School Leadership Team Chairperson shall receive a $400 stipend, per the terms of the established Agreement, on the last pay of the contract year. Please reference attached Agreement for details.
   (Prorated Stipend for 2022-23: Effective January 1, 2023, any School Leadership Chairperson that meets the terms of the attached Agreement shall be eligible for a $200 stipend on the last pay of the contract year.)

This Letter of Agreement shall neither set a precedent nor establish a practice.
This Letter of Agreement shall expire on June 30, 2025.

William D. Brown

For the Board of Education

Dated: 12/14/22

Valerie Vigo Carpenter

For the Association

Dated: 12.14.22

Allegan Area ESA

School Leadership Team (STL) Chairperson Agreement

This Agreement is made between _____ (SLT Chairperson) and Allegan Area ESA Administration for the purpose of setting goals, improving programming, and building cooperative teams for the overall good of the program for the _____ school year. The role of the SLT Chair shall be assigned annually.

Allegan Area ESA Program Administrator Responsibilities:

1. Establish fair, equitable and transparent program procedures by which an individual may be selected to serve as an SLT Chairperson.
2. Articulate selection procedures annually to all staff.
3. Determine which teams will operate on a balanced calendar and which will operate on a traditional calendar.
4. Publish SLT Chairperson assignments.

SLT Chairperson Responsibilities:

1. Establish team meeting frequency in collaboration with program administrator(s).
    a. The SLT Chair will meet a minimum of once per month.
    b. Create Outlook calendar invitations and share with team members and program administrator(s).
2. By October 31st, establish team goals for the school year, aligned to Program Improvement Plan and Allegan Area ESA Strategic priorities.
3. Develop, communicate, and maintain team meeting agendas.
    a. Maintain an electronic, team drive/OneNote available on demand.
    b. Develop an agenda for each team meeting.
    c. Ensure notes are taken for each meeting.
    d. Sign in sheet will be maintained for each meeting and available on demand for the program administrator(s).
4. The SLT Chair will be prepared to give a comprehensive update for each School Leadership Team meeting. An update may be requested by the program administrator(s) in keeping with the department communication plan which includes Board/Superintendent reports, staff meetings, etc.
    a. Progress on current project and/or event.
    b. An action plan of who will do what and when.

SLT Chairperson Compensation:

$400 annual stipend to be paid out by the last pay of the contract year.

_____ _____

Employee Date

_____ _____

Administrator Date

Letter of Agreement

between the

Allegan Area ESA

and the

Educational Staff Association of Allegan Intermediate, MEA/NEA

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

A new job description, Student Interventionist, has been created to meet the behavioral support needs at Hillside Learning Center programs.

1. Student Interventionists who possess a bachelor's degree upon hire will be placed on Schedule B Salary Staff Compensation schedule. Initial placement on the salary schedule will be made commensurate with relevant experience.
2. Student Interventionists without a bachelor's degree upon hire will be placed on Schedule A Hourly Staff Compensation schedule. Initial placement on the salary schedule will be made commensurate with relevant experience.

This Letter of Agreement shall neither set a precedent nor establish a practice. This Letter of Agreement shall take effect upon the date signed below.

For the Board of Education

Dated: 9/13/23

For the Association

Dated: 9-12-23

Letter of Agreement
between the
Allegan Area Educational Service Agency
and the
Educational Staff Association of Allegan Area ESA, MEA/NEA

The Allegan Area ESA and the Educational Staff Association of Allegan Area ESA mutually agree to the following:

> The approved 2023-24 Transition Center calendar has Friday, May 10, 2024, as a Staff Only day. This date will need to be moved to a half day for students in order to meet the required 180 student days for the 2023-24 school year.

This Letter of Agreement shall neither set a precedent nor establish a practice. This Letter of Agreement shall take effect upon the date signed below.

William D. Brown
For the Board of Education

Valli Vigo Caperton
For the Association

3.28.24
Date

3.28.24
Date

Letter of Agreement
between the
Allegan Area Educational Service Agency
and the
Educational Staff Association of Allegan Intermediate, MEA/NEA

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

Starting with the 2024-25 school year, Allegan Area ESA began operating the Level III program housed in Otsego Public Schools. The approved 2024-25 Otsego Public Schools calendar designates 181 staff workdays.

In order to provide Allegan Area ESA employees housed at Otsego Public Schools the contractual 187 workdays, the attached, revised 2024-25 Otsego Public Schools calendar was adjusted.

Please note:
Teachers are scheduled to work 187 / 7.5 hour days.
Paraeducators are scheduled to work 188 / 7.25 hour days (per the contract they receive one paid holiday over the December holiday).
Interventionists are scheduled to work 187 / 7.5 hour days.

This Letter of Agreement shall neither set a precedent nor establish a practice. This Letter of Agreement shall take effect upon the date signed below.

William D. Brown
For the Board of Education

8-28-24
Date

Vicki Vugo-Capretz
For the Association

8.28.24
Date

Otsego Public Schools
2024-2025

August **8 Days w/ Students, 0 delayed starts**
12 -14 New Teacher Training, Capturing Kids' Hearts Training
15 District Orientation
19 First Day of School

September **20, 4**
2 Labor Day

October **21, 4**
15 Middle School Conferences
16 Middle School & High School Conferences
18 – 21 No School

November **15, 2**
12 All Students Half Day – MS/HS Exams/half day records/Elementary ½ day conference prep
13 All Students Half Day – MS/HS Exams/half day records/Elementary ½ day conference prep/Evening Conferences
14 All Students Half Day – MS/HS Exams/half day records/Elementary PM & Evening Conference
15 **No School; Last day of 1st Trimester (59 days)**
18 First day of 2nd Trimester
25-29 Thanksgiving Break

December **15, 3**
23–31 Winter Break

January **20, 4**
1–3 Winter Break

February **15, 3**
3-7 Mid-Winter Break
13 Middle School Conferences

March **20, 3**
4 All Students Half Day – MS/HS Exams/half day records/Elementary ½ day conf prep
5 All Students Half Day – MS/HS Exams/half day records/Elementary ½ day conf prep/Evening Conferences
6 All Students Half Day – MS/HS Exams/half day records/Elementary PM & Evening Conference
7 **No School; Last day of 2nd Trimester (59 days)**
10 First Day of 3rd Trimester

April **16, 4**
4 – 11 Spring Break
24 Middle School Conferences

May **21, 3**
21 Final Delayed Start of the School Year
26 Memorial Day

June **9, 0**
11 All Students Half Day – MS/HS Exams/half day records
12 All Students Half Day – MS/HS Exams/half day records
12 **Last Day of School (62 days in 3rd Trimester)**

All inclement weather make-up days will be held in June.

Holiday
No School for Students or Staff
No Students/Staff PD/Records/HS Exams
MS/HS Evening P/T Conferences
30 Delayed Starts

Staff Days: 187

JULY

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

AUGUST — 12

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

SEPTEMBER — 20

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

OCTOBER — 23

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

NOVEMBER — 16

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

DECEMBER — 15

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

JANUARY — 20

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

FEBRUARY — 15

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

MARCH — 20

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

APRIL — 16

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

MAY — 21

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

JUNE — 9

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

Letter of Agreement

between the

Allegan Area ESA

and the

Educational Staff Association of Allegan Intermediate, MEA/NEA

The Allegan Area ESA and the Educational Staff Association of Allegan Intermediate (ESAAI) mutually agree to the following for the 2024-25 contract year:

1. The current teacher evaluation rubric, Charlotte Danielson's Framework for Teaching, will remain the same.
2. Teacher effectiveness ratings will move from four (4) ratings to three (3) ratings as shown below. The ratings in the online evaluation system (SFS) will still show the four ratings, and the district will report to the state via REP the three ratings.

Range	Rating	
3.60 to 4.00	Highly Effective	Effective
2.80 to 3.59	Effective	
2.00 to 2.79	Minimally Effective	Developing
less than 2.00	Ineffective	Needs Support

3. Student growth will be 20% of the teacher annual year end evaluation. The student growth measurement objectives that are listed in the online evaluation system (SFS) are mutually agreed upon.

This Letter of Agreement shall neither set a precedent nor establish a practice. This Letter of Agreement shall take effect upon the date signed below.

For the Board of Education

Dated: 9/30/2024

Vaeri Vugo. Capeta
For the Association

Dated: 9.27.24

Letter of Agreement

between the

Allegan Area ESA

and the

Educational Staff Association of Allegan Intermediate, MEA/NEA

The Allegan Area ESA and the Educational Staff Association of Allegan Intermediate (ESAAI) mutually agree to amend the following:

Current collective bargaining agreement language:

Insurance Coverage.
a. Effective January 1, 2018, the following three (3) WMHIP health insurance plans will be available: $500/1000 Deductible Plan, $250/500 Versatile Plan, Minimum Annual Deductible HSA Plan.

New collective bargaining agreement language:

Insurance Coverage.
a. Effective January 1, 2025, the following four (4) WMHIP health insurance plans will be available: $500/1000 Deductible Plan, $250/500 Versatile Plan, Minimum Annual Deductible HSA Plan, $3000/6000 HSA Plan.

This Letter of Agreement shall neither set a precedent nor establish a practice. This Letter of Agreement shall take effect upon the date signed below.

W Brown
For the Board of Education

Dated: 10/15/24

Vicki Vugo Carpenter
For the Association

Dated: 10.9.24

Letter of Agreement

between the

Allegan Area ESA

and the

Educational Staff Association of Allegan Intermediate, MEA/NEA

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

A new job description, Specialized Program Assistant, has been created for the bargaining unit and will be compensated under Schedule A, Hourly Staff Compensation:

Hourly Range	Minimum	Midpoint	Maximum
COTA, PTA, Audiology Assistant, Behavior Interventionist, Low Incidence Interventionist, **Specialized Program Assistant**	$20.50	$22.25	$25.00

This Letter of Agreement shall neither set a precedent nor establish practice. This Letter of Agreement shall take effect upon the date signed below.

William D. Brown

For the Board of Education

Dated: Nov 26, 2024

Vicki Vigo-Carpenter

For the Association

Dated: 11.26.24