AGREEMENT

BETWEEN

ALLEGAN PUBLIC SCHOOLS

AND

ALLEGAN EDUCATION ASSOCIATION

MEA-NEA

2024-2027 Language

2024-2025 Financial

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AGREEMENT

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

ARTICLE 1
Recognition

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

ARTICLE 2
Board of Education

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

A. To the executive management and administrative control of the school system and its properties and facilities, and the directions of the activities of its employees within the scope of their employment, to establish written procedures and other policies;

B. To hire all employees, to determine their qualifications, without discrimination as to race, creed, religion, or national origin, and subject to the provisions of law, to determine their

qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote, transfer, and retire all such employees;

C. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all deemed necessary or advisable by the Employer;

D. To manage the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

E. To establish class schedules, the hours of instruction, and duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching school activities, and the terms and conditions of employment.

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

ARTICLE 3

Association Rights and Responsibilities

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

A. The association may use designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities. All materials shall bear the name of the Association and the name of the person authorizing the posting thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the employer except on the designated bulletin boards and no displayed material shall be derogatory to the employer or to any employee.

B. The Association shall have the right to use school building facilities for meetings on the basis of scheduling the building for said meetings on the same basis as other community organizations within the school district, as long as the Association has a current Contract with the Employer.

C. The Association, upon request and subject to scheduling by the Employer, shall have the right to use school computers, connectivity, and other related equipment within the following guidelines:

1. Portable technology (i.e. laptops, tablets, etc.) may be used off school premises for school-related purposes. No other equipment shall be moved from school premises without approval.

2. No such equipment shall be used for any election campaign purposes.

    a. The Association shall pay the cost of materials, supplies, and damages to the equipment incident to such use.
    b. The Association shall save and hold the Employer harmless for any and all expense or liability whatsoever arising out of the preparation and/or use of any such equipment and/or materials.

D. The Association may use employee mailboxes and/or Employee's district email in each school building to distribute Association materials. The Association shall save and hold the Employer harmless for any and all expense and liability whatsoever arising out of the use of mailboxes or in connection with the materials distributed thereby.

E. The Association shall promptly notify the Employer in writing the names of its officers, which notice shall remain in effect until superseded by a new written notice.

F. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that provisions of this Agreement are complied with and that it will not directly or indirectly encourage, permit, or cause any concerted work stoppage, slowdown, strike, or other interference with the day-to-day operations of the Employer. The Association has been granted valuable benefits under this Agreement by the Employer, including but not limited to, the collection of the Association's dues, and the use of certain Employer facilities. In consideration of such benefits and to make meaningful the Association's covenant, if the Association materially violates this section, the Employer, in addition to any legal or equitable rights which it may have, shall have the right to suspend or terminate any or all benefits granted the Association under this agreement.

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

ARTICLE 4

Employee Rights and Responsibilities

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

A. Membership in the Association shall not be required as a condition of employment.

B. The Employer and the Association agree that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.

C. Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that those standards include the following:

1. Maintaining a level of professional competence as may be required to adequately discharge his/her professional responsibilities which are within the scope of his/her certification.

2. Adequate prior preparation for a professional assignment. Such preparations include the development of lesson plans, teaching aids, or other materials as may be necessary for the planning, preparation, presentation, and review of the instruction to be presented by the employee or as may be required in the absence of such employee. New staff are required to attend a three (3) day orientation period prior to the beginning of the employee's first year of employment, or as soon as can be scheduled by the Administration. Orientation shall include, local building orientation, district orientation, AEA orientation, and mentor orientation. Existing staff shall be required to complete annual updates necessary in the areas of Right to Know, Blood Borne Pathogens, State and Federal Laws, and/or other areas which may be identified by law.

3. Sensitive to the stated, expressed need and desires of his/her students and parents.

4. Maintaining such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.

5. Refraining from engaging in outside activities which materially interfere with the performance of their professional responsibilities.

6. The prompt notification of the Employer of any physical or mental condition which may reasonably impair the ability of the employee to adequately discharge the employee's professional responsibilities.

7. A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent. This includes if a teacher nullifies or adds an endorsement. The obligation not to knowingly withhold or misinterpret material information concerning the employee's professional qualifications, the discharge of the employee's professional duties, or the eligibility of the employee to receive any benefits from the Employer.

8. The employee shall check her/her voice messages and email daily during the school year.

9. A calendar may contain up to 15 hours of parent teacher conference time based upon the structure of the conference responsibilities. A calendar may be agreed to that allows conferences to be completed at times that are convenient for the teacher and family.

ARTICLE 5

Employee Hours

A. Employee's daily hours shall consist of pupil contact time and employee preparation time. Pupil contact time shall be defined as the time the employee shall be required to instruct and/or supervise students. Employee preparation time shall include time for lesson planning, curriculum study, curriculum council, a reasonable number of employees' meetings, parent conferences, and administrator conferences.

B. The employee's normal professional day will include the following:

1. A 30 minute duty free lunch period

2. A normal workday to not exceed seven (7) hours of pupil contact time and employee preparation time, not including the duty-free lunch period, as scheduled by the Employer.

    a. Elementary report times are 7:35 am to 3:05 pm. Classes begin at 8:00 am.
    b. Secondary report times are 7:30 am to 3:00 pm. First hour begins at 7:40 am.
    c. Allegan Online staff continue with the current salary schedule, seniority, and benefits. Staff working in the Allegan Online program will have different hours and report days than conventional K-12 staff, but the workload will be equivalent. Evaluations for teachers at Allegan Online will be determined by state law.

3. Preparation time for all regular, specialists, special education employees shall be a minimum of two hundred fifty (250) minutes per week (during a normal 5-day school week).

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

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

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

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

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

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

   This provision shall not apply to Article 18.C- regular education initiative.

C. When the employee finds it necessary to leave work for emergency reasons during working hours, the principal of the building or a member of the administration team shall be consulted. A reasonable effort shall be made to grant such a request.

D. The school calendar as mutually agreed upon by the Employer and the Association is in Appendix F. There shall be no deviation from this calendar without mutual agreement.

E. Any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be rescheduled shall be scheduled as student instruction days immediately prior to the last student attendance day in June. However, by mutual agreement of the Employer and Association, re-scheduled days may be scheduled at other times. Professional compensation to employees shall not be reduced because of such school closings and make up days shall not be reduced because of such school closings and make up days shall be rescheduled with no additional salary paid to employees.

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

F. Preparation time shall be used for the preparation of professional assignments, grading of examinations, conferences, and related professional activities. A duty-free lunch period shall not be interrupted by assignment activities. Each employee shall participate in activities which have customarily been performed by employees and the Employer. The normal work week for part-time employees shall be adjusted on an individual basis in accordance with the number of hours employed and in accordance with the duties assigned.

G. The Board of Education encourages attendance at Board approved school-related conferences or workshops. They may allow two (2) days of absences each year for conference or workshop visitation without loss of pay. Upon application and approval by the Administration, the Board shall approve payment of expenses for conferences or workshop visitation as it deems reasonable. Additional days for Board approved conferences or workshops, and payment of expenses, may be approved if prior application is may to the Administration. Scheduling and attendance at conferences or workshops is subject to administrative approval.

H. Counselors at the Middle and High School work an additional five (5) days immediately prior to the contracted year and five (5) days immediately after the contracted year at their per diem rate.

ARTICLE 6

Professional Assignments

A. A vacancy shall be defined at a position that was caused by the resignation, retirement, transfer, termination or created/modified by the employer.

B. The employer in filling staff positions shall consider:

- Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations
- Seniority
- The teacher's length of service in a grade level or subject area
- The teacher's disciplinary record
- Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way
- Other factors as identified in the posting
- Previous effectiveness rating (including professionalism items such as attendance, punctuality, and rapport with colleagues, parents, and students) as measured under the performance evaluation system

C. Process for filling vacancies:

1. Interest: The Employer will send a survey to staff annually to collect the interests of the staff. Staff are encouraged to reach out to administrators of specific positions for which they have interest.

2. Filling vacancies: Administration will determine the positions needed for the following school year. Administration reserves the right of placement of staff into positions. Once that initial process has been completed, administration will follow the following process for filling any remaining vacancies:

    a. As vacancies are determined, the need to fill them internally may arise due to budgetary constraints, certification requirements, or other factors. In these situations, volunteers will be sought. In the event that there are no volunteers, involuntary transfers may happen.

    b. If a transfer is involuntary, annual effort will be made to move a staff member back to a comparable position they are qualified to teach. A record of the involuntary transfer will be kept on a Personnel Change Notice form. As part of the annual staffing survey, the staff member will note that they were involuntarily transferred and should request to be transferred back to a comparable position.

    c. After all of the above steps are completed, any remaining positions will be posted internally and externally. These vacancies will be sent to the employees' school email addresses. When applying internally, a staff member will send an email of interest to the administrator in charge of the

position. This email of interest will result in a meeting with the administrator that will result in the staff member being moved into the position, being entered into the formal interview process, or it may be determined that the move is not in the best interest of the district. Internal interest in a vacancy does not guarantee movement into the position.

d. Depending on the needs of the district, movement and postings may happen concurrently.

D. When the vacancy occurs during the school year to avoid undue disruption, the employer may fill the position temporarily.

E. It is agreed by the parties that from time to time, based on discipline and/or performance evaluations, it is in the best interest or necessary to transfer employees. This transfer doesn't follow the process outlined in "C".

F. An employee who was previously tenured in another Michigan district shall be termed probationary for up to two (2) years but shall not be subject to the requirements of Section 1526 of the School Code. Employees in their first three (3) years of employment shall be subject to the terms of Section 1526, calling for the IDP process, identification of mentor, and professional development requirements as described in parts:

1. A mentor will be assigned by the Administration to the Association member mentee upon entrance of the employee into the system. The mentor insofar as possible shall be a tenured employee in the same building, grade, or discipline as the probationary employee. It shall be the duty of the mentor to assist and counsel the mentee in acclimating to the teaching profession and the school system.

2. As a condition of continued employment, each probationary employee subject to the profession development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary employee for either the time connected with the completion of the requirements, or for the other associated costs such as enrollment courses and/or registration fees.

G. A Mentor Teacher shall be assigned to teachers for the period of time consistent with state law. In addition to what is required by state law, the district will provide mentorship to any teacher on an IDP and one (1) year of mentorship to new teachers to the district who have already received their legally required mentorship in another district. The Mentor Teacher will be assigned by the Administration to provide support, instruction, and guidance. The purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the employee to the duties of the job, and to provide necessary assistance to provide quality

instruction. The Board and Association agree the relationship shall be voluntary, confidential and shall not, in any fashion, be a matter included in an evaluation.

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

1. Every effort will be made to provide a match that best meets the needs of the mentee. Considerations will include but are not limited to content area, building acclimation, and grade level. Mentee input will be considered in the selection process.

2. Mentor Teachers will only be assigned one (1) mentee at a time unless the Mentor agrees to take more than one (1) at the request of the Administration. Once a Mentor accepts the position, he/she will continue in that position for the duration of the membership period unless the Administration agrees to release the Mentor from the responsibilities or the Administration re-assigns the Mentor.

3. The Administration has the right to assign a Mentor Teacher from the ranks of retired professional or college professionals in the event where no one on the staff will willingly serve or where there isn't a staff member with the same certification as the mentee.

4. Discussion concerning providing mentorship beyond the legal requirements will occur upon the request of the Administration or mentee.

H. The voluntary assignment of Appendix C, D and E activities is a responsibility of the Employer, and it shall be equitably carried out after discussing the assignment with the employee. Careful consideration shall be given to teaching load, experience, interest, and ability.

An employee shall not have tenure in any extra-curricular assignment listed in Appendix C, D or E.

An extra-curricular assignment may be temporarily or permanently discontinued.

I. The Employer agrees to maintain an up-to-date list of substitute employees. Once an employee has reported unavailability, it shall be the responsibility of the Employer to arrange for a substitute employee. In the absence of a regular classroom employee, when the Employer has made reasonable effort and has been unable to secure a substitute employee the Employer may place the students under the supervision of an administrator, if available or a volunteer employee. If the employee volunteers, the compensation shall be according to Article 9.F.

J. No provision of the Master Agreement shall violate any state or federal law or regulation. The parties agree to bargain any impact of any changes or new laws or regulations not related to prohibited subjects.

ARTICLE 7

Performance Evaluation

Performance evaluations are essential to provide quality educational services and to measure competency. This Article does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes.

A. Teachers as Defined by Revised School Code Section 1249

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool, The Thoughtful Classroom, that incorporates components required by law, including:
    a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249 as of July 1, 2024 at 20% of the evaluation score;
    b. the teacher's performance and professional practice at 80% of the evaluation score;
    c. objective criteria;and
    d. other components, in the area of professionalism or professional practice.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
    a. all probationary teachers;
    b. teachers rated minimally effective or ineffective during the 2023-24 school year;
    c. teachers rated needing support or developing; or
    d. at the evaluator's discretion when performance deficiencies are noted within the Thoughtful Classroom evaluation tool;
    e. a mentor will be provided for any teacher that is minimally effective, ineffective, needing support, developing, or at the evaluators' discretion when an IDP is developed when performance deficiencies are noted.

4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items as soon as possible but no later than within 30 days of the observation;

5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator. The mid-year progress report should occur no later than February 1 and should occur after at least one formal observation and one learning walk has occurred;

6. the year-end performance evaluation effectiveness ratings will be - effective, developing, or needing support;

7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations will be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations. If a teacher is being evaluated triennially and, pursuant to Article 7 A3d, is placed on an IDP, the teacher may be evaluated earlier than the third year.

8. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a Superintendent review consistent with Revised School Code Section 1249;

    a. Teacher must submit his/her request in writing within 30 days after the teacher is informed of the needing support evaluation rating;
    b. Within 30 days after receiving the request, the Superintendent must provide the teacher with a written response regarding his/her findings;
    c. If the written response from the Superintendent does not resolve the matter, the teacher or union representative may submit a written request for mediation within 30 days after the teacher received the response; and .
    d. Within 15 days of receipt of the request, the Superintendent must provide a written response to the teacher or union representative stating that the mediation will be scheduled as appropriate

9. a tenured teacher who receives 2 consecutive ratings of needing support may use the grievance process of an applicable collective bargaining agreement or

employment contract for review of the teacher's second evaluation rating of the evaluation process.

a. if the grievance procedure does not end in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration within 30 days after the teacher receives the written response from the Superintendent.

10. training on the evaluation tool for teachers and evaluators as required by law

a. New teachers will receive training on the evaluation tool, process, and scoring system during new teacher orientation.
b. All teachers will receive a refresher training on the evaluation tool, process, and scoring system annually.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used. A teacher may be designated unevaluated if they worked less than 60 days in that school year, the teacher's evaluation results were vacated through the grievance process, or the teacher and school district agree to designate the teacher as unevaluated because of extenuating circumstances.

B. Ancillary Staff
1. Ancillary staff will be evaluated using a mutually-agreed upon modified Thoughtful Classroom instrument.
2. A probationary ancillary staff member will develop an IDP and will be evaluated annually.
3. A tenured or non-probationary ancillary staff member with three (3) consecutive years of effective evaluations will be evaluated triennially with the same exceptions as Article 7 A7
4. Opportunity for a tenured ancillary staff and non-tenured ancillary staff rated needing support on a year-end evaluation to request a Superintendent review consistent with all probationary teachers;

ARTICLE 8

Staff Discipline Procedure

A. Disciplinary Procedure

1. An employee may be placed on paid, non-disciplinary administrative leave pending the completion of an investigation. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g. documents, video, electronic communications).
2. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the staff member with an opportunity to respond to allegations and substantiating factors.
3. No ancillary staff employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
4. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without meeting the not arbitrary or capricious standard. If the investigation concludes that a preponderance of the evidence has been met, the appropriate level of discipline will be guided by:

    a. the seriousness of the offense;
    b. the teacher's prior disciplinary and employment record;
    c. whether other staff members have engaged in similar or like past conduct known to the administration and the discipline imposed for those infractions;
    d. the existence of aggravating or mitigating factor, as determined by the administration;
    e. applicable or federal or state law;
    f. the teacher's acceptance of responsibility;
    g. the likelihood of recurrence.

B. It is agreed and understood that the system of staff discipline is as follows:

1. Discussion of problem
2. Verbal warning with written documentation
3. Written warning included in personnel file
4. Suspension without pay of not more than fourteen (14) days
5. Dismissal

It is recognized that the seriousness of a problem may cause the problem to initially be dealt with at a higher level than in the order of discipline listed above. For example, it could start at Step 4

based on the seriousness of the problem. The District may also consider preventative measures, including training, coaching, and other remedial measures.

C. An employee shall be entitled to have a representative of the Association for any disciplinary action. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative.

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

E. Discipline will be confirmed in writing and placed in that person's personnel file. The discipline may also be reflected in the person's year-end performance evaluation.

ARTICLE 9

Professional Compensation

A. The salaries of employees covered by the Agreement are set forth in the appendices which are attached hereto and incorporated in this Agreement.

B. Total salary for less than full-time employees shall be paid beginning at the date of hire, but the salary shall be adjusted based on the yearly number of work days for employees as set by the school calendar, and then prorated on the portion of the year and/or day worked by the individual employee.

C. Pay deductions will be made only for the following authorized items:

1. Mandatory/voluntary government deductions.
2. IRS Section 125 deductions.
3. Insurance carriers designated by the Agreement if approved by the Employer.
4. Deductions as authorized in other articles of the Agreement.

D. The Employer may make direct payroll check deposits to banks, savings and loan associations, and other financial institutions and with which the Employer has a written agreement dealing with payroll deposits. Such direct payroll deposits would be made only upon the written request/approval of the employee.

E. The Employer shall reimburse employees for actual costs of college tuition and fees, upon completion of coursework. This reimbursement shall be limited to a total of 9 credit hours or 27 SBCEUs or 225 SCECH's or a combination thereof in a five-year period. (3

SBCEU's = 1 credit hour or 25 SCECH's = 1 credit hour). Each year of the five-year period will be based on the school fiscal year (July 1 through June 30). The rate or reimbursement shall be limited to the actual amount of tuition and fees paid but shall not exceed the amount charged by Grand Valley State University per graduate credit hour. The Employee will be required to provide proof of payment and proof of successful completion of the course. If an employee that receives tuition reimbursement leaves within 12 months or less, they shall owe the district back 100% of the reimbursed amount. If an employee leaves between 13 and 24 months, they shall owe the district back 50% of the reimbursed amount.

F. Employees asked to substitute during their planning period will be paid at a rate of $35.00 per planning period. Early egress coupons previously earned may be used for early dismissal or late arrival as previously allowed. These coupons may be used at any time so long as it does not interfere with the employee's normal duties, i.e. staff meetings, IEP's. More than one coupon may be used at the same time with the approval of the Administration.

ARTICLE 10

Sick and Personal Leave

A. Sick and Personal Leave

1. Sick Leave: Each regular full-time and part-time school year employee shall be credited with forty-nine (49) sick leave hours at the beginning of each school year, at that employee's rate of pay and length of day. Unused sick days may accumulate without limit. These days may be taken as needed for personal illness, for serious illness to the members of the employee's household, i.e., persons making their permanent residence in the employee's home, and a dependent as defined by the Internal Revenue Service, or for serious illness or death in the employee's family as defined to include the employee's spouse, child, parents, grandparents, grandparents-in-law, parents-in law, stepparent, step-child, brother, sister, uncle, aunt, grandchild, sibling-in-law, child-in-law, step-sibling. A day for the purpose of sick time shall mean a workday. Any employee who is employed for less than a full school year shall receive a prorated number of sick leave days. All accumulated sick time prior to the 2024-25 school year shall be multiplied by seven-sixths (7/6) to accommodate the shift from previously awarding 6 hours of leave per work day to now awarding 7 hours of leave per work day. Sick leave may also be used for funeral leave in the case of death to members of the employee's household as defined above. Funeral leave shall commence no later than five (5) days from the date of death. Leave as described shall be limited to

ten (10) days per school year, the first three (3) days will not be deducted from sick leave.

2. Personal Leave: Each regular full-time and part-time school year employee shall be credited with twenty-eight (28) personal leave hours at the beginning of each school year, at that employee's rate of pay and length of day. No more than two (2) personal days may be taken on consecutive work days at any time. An employee shall provide a twenty-four (24) hour prior notice to his/her building principal. No personal days shall be taken on a school day immediately before or after a recess without special permission from the Superintendent. No more than ten (10) employees may use a personal leave day on the same workday. Personal leave shall not be used to transact Association business. If an employee has exhausted their sick leave, personal leave time may be used as sick leave as described above. Any unused personal leave at the end of a school year will be added to accumulated sick leave.

3. Upon retirement from Allegan Public Schools with at least ten (10) years of services, the Board of Education will pay for an employee's accumulated sick time according to the following schedule:

    a. Employees accumulating a minimum of thirty (30) days of sick leave shall be compensated at $25/day for the first 100 days and $30 for every day thereafter.
    b. An employee who submits their resignation from the Allegan Public Schools in writing, by the last workday prior to Spring Break, of the school year preceding their retirement will receive an additional $20/day for accumulated unused sick time up to two hundred fifty (250) days.
    c. The employee may choose that this payment be paid as a direct employer contribution to the employee's 403(b) of 457(b) account, or as a cash option.

B. Leave for Civic Responsibilities

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

C. Leave of Absence

1. The Employer may, at its discretion, grant a leave of absence without pay, without fringe benefits (provided a leave of absence is of less than three (3) months, fringe benefits shall be continued); without salary credit, and upon such other terms or

conditions as it may set, upon written application, stating reason and length of leave desired, provided application was made at least thirty (30) days in advance and further, that a qualified and suitable replacement is found by the Employer. A leave of absence of less than three (3) months shall not constitute a vacancy.

2. By action of the Employer, at its discretion, and subject to such restrictions as the Employer may set, extensions of leave of absence may be made for individual cases under unusual circumstances.

3. Any employee who is on an approved leave in excess of one (1) trimester will give written notice to the Superintendent of intent to return to work at the close of the approved leave. When returning from leave, the employee shall give thirty (30) calendar days written notice of their intent to return to work.

4. Any employee whose personal illness extends beyond the period compensated for under Article 10.a, shall be granted a leave of absence for such time as necessary for complete recovery from such illness but in no case beyond one (1) year, in accordance with Article 10, section C.1. Upon return from leave, such employee shall be assigned to a position for which the employee is certified and qualified, if available. This position is subject to any limitations on leave prescribed by law. PERA Section 15(3)(j)

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

D. Association Leave

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

E. Leave Administration

1. An employee shall, at the earliest practicable time, give the Employer notice of his/her desire to be granted leave so that the Employer will have the maximum

time to provide for the employee's absence. A leave for elective health care, civic responsibilities, jury duty, or Association leave, shall be requested at least seven (7) workdays prior to the requested leave date, except that a short notice may be permitted because of unforeseeable circumstances. The Employer shall ordinarily respond within three (3) workdays, unless Board action is required.

2. The Employer shall have the right to have an employee examined by a physician of its choice at the sole expense of the Employer in those cases where an employee's physical or mental state is in question.

3. An employee who becomes President of the Michigan Education Association may be given leave of absence for a period of not more than three (3) school years for the purpose of performing duties for the Association in accordance with Article 10.D.1.

4. The Employer may, at its discretion, grant a leave of absence to any employee to campaign for his/her own election or to serve in public office in accordance with Article 10.D.1.

5. An employee who is on an approved leave of absence for fifty (50) percent or more of any semester will not advance on the salary schedule for that semester.

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

ARTICLE 11

Teaching Conditions

A. Questions and problems of non-teaching duties, class overload, adequate maintenance, equipment and supplies for employees, the selection and use of educational tools such as appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials will be subject to discussion between the parties from time to time.

B. The Employer shall make available to each school at least one (1) room which shall be reserved for use as a faculty lounge. The Article and Section shall not apply to one or two-room schools and portable classroom units.

C. The Employer recognizes pupil-employee ratio as an important aspect of an effective educational program and agrees to continue in its effort in equalizing and balancing employee load and maintaining reasonable pupil-employee ratios throughout the school district. Among factors which the Employer must consider in its efforts to equalize and

balance employee load and in maintaining a reasonable pupil-employee ratio are facilities, finances, curriculum, grade level, and elementary attendance areas.

D. The Employer and Association recognize that a pupil-employee ratio at or below 28:1 is a desirable guideline for class size at the elementary level.

E. The Association agrees that the decision of the Board on matters of class size shall not be subject to the grievance procedure.

ARTICLE 12

Protection of Employees

A. An employee and/or principal may temporarily suspend a pupil from the classroom when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. When an employee temporarily suspends a student from the classroom, the employee will send a written communiqué, regarding the incident, to the office by the end of the workday. A student who has been temporarily suspended shall not be returned to the classroom of the employee until the employee has had the opportunity to review the facts relating to the suspension with the Employer. If a student is returned to the suspending employee's class after the employee's consultation with the Employer, the employee shall have the right to file within five (5) workdays a written objection directly with the Superintendent. If the employee's objection is not satisfactorily resolved within five (5) workdays from filing, the Employ shall review the matter with the employee upon the employee's request. The Association shall have the right to be involved in the review.

B. The Employer shall indemnify an employee for uninsured expenses actually and necessarily incurred by such employee in the defense of any action in which the employee was a party by reason of the employee's exercise of responsibility to maintain order and discipline during the conduct of instruction, provided that:

    1. Nothing in this provision or in the Agreement shall constitute a waiver of any immunity of the Employer which may now or hereafter be established by law.

    2. The employer's obligation to indemnify shall not include any claim or action in which:

        a. The Employee failed to notify the Employer within a reasonable time of the occurrence of the event on which the claim was based or from filing of the claim.

        b. The employee failed to fully cooperate in the defense of the claim.

        c. The claim was a consequence of the gross negligence, intentional, or criminal misconduct of the employee.

d. The Employer was not given the opportunity to directly defend or settle the claim.

C. The Employer, in consultations with the employees shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Copies of such rules and regulations shall be distributed to each employee at the beginning of each school year.

ARTICLE 13

Negotiations Procedures

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

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

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

D. Neither party shall have any control over the selection of the negotiations or bargaining representatives of the other party, nor each party may select its representatives from within or outside the school district. It is recognized that not final agreement between parties may be executed without the ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

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

ARTICLE 14

Grievance Procedure

A. Definitions

1. A grievance is a written complaint by a member, a group of members, a group of members of the bargaining unit, or the bargaining unit, that there has been a violation, misinterpretation, or misapplication of the express terms of this contract.

2. "Days" means a calendar day except a Saturday, Sunday, or a holiday observed by the School District.

B. Procedure for Adjudgment of Grievance

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

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

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

    a. Within ten (10) days of receipt of the grievance, the above-designated Administrator shall have a conference with the Grievant. It is the immediate supervisor's responsibility, after consulting with the Grievant, to set the time, place, and date of conference, and to inform the Grievant. The affected Grievant or Grievant must be present at such meeting.

    b. Within ten (10) days after the meeting, the immediate supervisor shall state his/her decision in writing and furnish a copy thereof to the Grievant.

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

    a. **Within ten (10) days** of receipt of the grievance, the above-designated Administrator shall have a conference with the Grievant. It is the Administrator's responsibility, after consulting with the Grievant, to set the time, place, and date of conference, and to inform the Grievant. The affected Grievant or Grievants must be present at such a meeting.

b. Within ten (10) days after the meeting, the Administration shall state his/her decision in writing and furnish a copy thereof to the Grievant.

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

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

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

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

    a. Prior to submitting the matter to arbitration, the Grievant shall inform the Superintendent of Schools in writing of the Association's intention.
    b. An impartial arbitrator shall be promptly selected by the parties. If the parties cannot agree to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure, and to which written reference has been made.
    c. An arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the decision of the arbitrator.
    d. The arbitrator shall have no authority except to pass upon alleged violations of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to interfere with the exercise of the Employer's rights and responsibilities, except as they are expressly limited by this Agreement.

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

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

D. On agreement between the Board of Education and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual consent.

E. Any employee has the right to be represented at any step in the grievance procedure by an attorney of his/her own choice.

ARTICLE 15

Professional Dues

A. Membership in the Association is not compulsory. Employees have the right to join, maintain, or drop their membership in the Association.

B. Employee representation- the parties expressly recognize the right of each employee to freely join or refrain from joining the Association and no employee shall be discriminated against by reason of his/her joining or refusing to join the Association. The Association is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's Association membership.

ARTICLE 16

Miscellaneous Provisions

A. Copies of the Agreement shall be made available electronically to all employees now employed or hereafter employed by the Employer during the term of the Agreement.

B. If any provisions of the Agreement of any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The Employer will provide to the President of the Association a copy of the Board of Education agenda, together with a copy of the previous Board minutes, at the time the agenda is forwarded to the Board members.

D. Share positions:

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

E. Rehiring Retirees:

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

F. Part-time PERA section 15(3)(J)

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

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

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

ARTICLE 17

Reduction in Force/Recall

A. Definitions of Qualified

1. It is agreed to by both parties that qualified employees are those who meet the state and federal requirements.

B. Seniority

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

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

    a. Any full-time employment prior to a break in service

    b. Any uninterrupted temporary service of a semester or longer immediately prior to full-time continuous service.

    c. A drawing of lots supervised by a representative of the Board and a representative of the Association.

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

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

C. Determination

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

D. Layoff Procedure. The following guidelines will be utilized whenever staff layoff becomes necessary.

1. When it becomes apparent that layoffs may be necessary, representatives of the Employer and the Association will meet to permit the Employer to outline the need for the proposed reduction in staff.

2. Written notification of potential layoff will be given to all affected tenured and non-tenured employees at least sixty (60) days prior to layoff.

3. The identification of the positions to be eliminated will be determined by the Employer.

4. After following the steps outlined in Article 6 - Professional Assignments (C), the following shall be used for lay-off decisions made under this bargaining agreement:

   a. Effectiveness (including professionalism items such as attendance, punctuality, and rapport with colleagues, parents, and students) as measured under the bargained evaluation system.
   b. Length of service to the professional assignment
   c. Disciplinary record
   d. Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.
   e. Seniority will be used as a tie-breaker.

E. Recall Procedure. The Employer shall rehire staff employed in the inverse order in which they were laid off, provided that:

1. The employee is qualified to perform the duties of the position to be staffed.

2. The obligation to rehire an employee shall terminate:

   a. Twenty-four (24) months for employees following the layoff, or,
   b. Failure of the employee to sign a commitment of employment within ten (10) days from the date of notice of recall (unless an extension is granted

by the Employer in writing). Notice of recall shall be sent to the employee at the last address furnished to the Employer by such employee in writing.

ARTICLE 18

Regular Education Initiative

The purpose of the Article is to facilitate the proper and systematic mainstreaming of special education students. In order to insure the necessary prior preparation, the parties agree to the following:

A. Application of this section shall apply to all students with disabilities.

B. The employee shall be responsible to participate in IEP's which may be to initially place (or continue placement of) the student in a special or regular education classroom. The Employer shall provide release time to attend an IEP, which is scheduled during the time the employee is assigned to teach a class.

C. The Employer will endeavor to arrange schedules so that the time required of the regular education classroom or program employee for IEPT meetings or multi-evaluation team (MET) meetings should be during the employee's regular workday. Except when voluntary, such meetings shall not result in the loss of planning time.

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

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

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

G. An employee involved with a special education student may be provided in-service training appropriate to the impairment category and individual needs of the student, as deemed necessary.

H. In determining placement and assignment of students in a specific class, the administration will take into consideration factors such as class size, the number of special education students, and the nature of the special education student's impairments. Every effort will be made to place special education students into sections that have the lowest percentage of special education students or where a special education team teacher is also assigned. However, no such student shall be assigned to a class that already has an enrollment of twenty-eight (28) students. If all appropriate classes are at the maximum of

twenty-eight (28), the student may be assigned to a class with twenty-eight (28) or more students.

ARTICLE 19

Duration of Agreement

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

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

C. The Agreement shall become effective upon ratification by the Employer and the Association and will continue in effect through June 30, 2025 for the financial agreement and June 30, 2027 for all other language at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 31, 2024.

ALLEGAN EDUCATION ASSOCIATION:

Chris Conrad, Co-President

Brian Price, Co-President

ALLEGAN PUBLIC SCHOOLS:

James Antoine, Superintendent

Nathon Kelley, Board President

APPENDIX A

Salary Schedule and Details

A. Employees will be placed on the appropriate schedule (BA, BA+18, MA, MA+15) based on the semester hours they have earned and submitted to payroll prior to September 1st or January 15th each year. Hours submitted by September 1st, will be retroactive to the first pay of the new school year. Hours submitted by January 15th, will be retroactive to the January 20th pay period.

B. QUALIFICATIONS FOR BA+18: After earning initial certification, an additional 18 semester hours is required to move to the BA+18 schedule.

C. QUALIFICATIONS FOR MA: An employee must earn a Master's degree.

D. QUALIFICATIONS FOR MA+15- A combination of the following:

1. 15 semester hours and/or;

2. State Board Continuing Education Units (SBCEU's) and/or State Continuing Education Clock Hours (SCECH's) or equivalents earned after the MA is received must be in a field related to the employee's assignment if they are to count toward the MA+15 hour salary schedule. For the purpose of this schedule change, 25 SCECHs is equivalent to 1 semester hour.

E. Michigan Department of Education accredited distance learning classes may be used to qualify for the next salary level.

F. Part-time employees are entitled to compensation for a planning period equal to a proration of their hourly pay for each hour worked in a day according to their building schedule.

G. In order to advance a step on the salary schedule an employee's paid time for the proceeding contract year must equal 50% or more of a full-time teacher for that contract year. An employee with two consecutive years of less than 50% paid time will also advance one step on the salary schedule.

H. Teachers who agree to an additional assignment during their entire planning period for a trimester or more will each 6.7% of their annual salary per trimester worked. Ancillary staff members who agree to teach an academic class outside their normal job

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

I. New employees will be granted up to seven (7) years of credit on the salary schedule when entering Allegan Public School system, provided the individual is able to document seven (7) or more years of successful work-related experience as a regular employee in a school district or related field for ancillary staff. In certain instances, additional years of service may be granted if mutually agreed upon between the Administration and AEA.

2024-2025 AEA Salary Schedule						
				1.03	1.08	1.1
Step	Index	%	BA	BA+	MA	MA+
1	1.00		41,200	42,436	44,496	45,320
2	1.04	0.04	42,848	44,133	46,276	47,133
3	1.08	0.04	44,496	45,831	48,056	48,946
4	1.12	0.04	46,144	47,528	49,836	50,758
5	1.16	0.04	47,792	49,226	51,615	52,571
6	1.20	0.04	49,440	50,923	53,395	54,384
7	1.24	0.04	51,088	52,621	55,175	56,197
8	1.28	0.04	52,736	54,318	56,955	58,010
9	1.32	0.04	54,384	56,016	58,735	59,822
10	1.36	0.04	56,032	57,713	60,515	61,635
11	1.40	0.04	57,680	59,410	62,294	63,448
12	1.44	0.04	59,328	61,108	64,074	65,261
13	1.48	0.04	60,976	62,805	65,854	67,074
14	1.52	0.04	62,624	64,503	67,634	68,886
15	1.56	0.04	64,272	66,200	69,414	70,699
16	1.60	0.04	65,920	67,898	71,194	72,512
17	1.64	0.04	67,568	69,595	72,973	74,325
18	1.67	0.03	68,804	70,868	74,308	75,684
19	1.7	0.03	70,040	72,141	75,643	77,044
20	1.73	0.03	71,276	73,414	76,978	78,404
21+	1.77	0.04	72,924	75,112	78,758	80,216

APPENDIX B

Employee Benefits

Long term disability coverage will be provided at the cost of the employer for all staff members covered by this bargaining agreement.

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

Plan A: On January 1, 2014, an employee may choose the MESSA ABC Plan 1 (HSA) with ABC Rx, an in-network deductible based on minimum Federal requirements plus Delta Dental insurance, $1000 in negotiated life insurance with AD&D, and vision insurance (VSP-2 Silver).

If an employee selects Plan A, for the 2025 deductible year, the employee will have the following three options:

1. The deductible is not prefunded.
2. 50% of the deductible is pre-funded on January 1 and 50% of the deductible is pre-funded on July 1. This amount will be based on the minimum Federal HSA requirements.
3. 50% of the deductible is pre-funded on January 1 only. This amount will be based on the minimum Federal HSA requirements.

If an employee selects Plan A, for the 2026 deductible year, the employee will have the following two options:

1. The deductible is not prefunded.
2. 50% of the deductible is pre-funded on January 1 only. This amount will be based on the minimum Federal HSA requirements.

Beginning in the 2027 deductible year, the deductible will not be prefunded.
At any time, an employee, who is actively enrolled in a high deductible plan, can choose to set up a contribution to be directly deposited into their HSA account.

Plan B: The Employer shall make payments of three hundred dollars ($300) per month to the employee as a cash option pursuant to a qualified plan document adopted in accordance with Section 125 of the Internal Revenue Code. The cash option received by the employee shall be subject to FICA and may be used to purchase tax deferred annuity or such other benefits which may be available under the Section 125 plan. To purchase a tax deferred annuity or such other benefits which may be available under the Section 125 plan, the employee shall enter into a salary reduction agreement. Employees shall also receive the Delta Dental insurance, $1000 in negotiated life insurance with AD & D, and vision insurance (VSP-2 Silver) described below.

Plan C: MESSA Choices II with $10/$40 Super Saver Rx card, $500/$1000 in-network deductible and $20 Office Visit plus Delta Dental insurance, $1000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below.

Plan D: MESSA ABC Plan 1 with ABC Mail Order Rx, an in-network deductible, based on minimum Federal requirements, 10% coinsurance plus Delta Dental insurance, $1000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below. The district will prefund the deductible at the same amount as the Plan A MESSA ABC Plan 1.

Plan E: MESSA ABC Plan 2 with ABC Rx, $2000/$4000 in-network deductible, 20% coinsurance plus Delta Dental insurance, $1000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below. Beginning January 1, 2014, the district will prefund the deductible at the same amount as the Plan A MESSA ABC Plan 1. The additional required deductible amount is the responsibility of the employee.

GENERAL HEALTH INSURANCE PROVISIONS:

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

DENTAL INSURANCE- The employer will make available to each household dental care insurance equivalent to the MESSA Delta Dental Plan E-007, Class I, II, III, and IV (80/80/80/80). The annual limit is $1200 per individual covered under the dental plan for Class I, II, and III. Class IV Orthodontic coverage if $1800 per person lifetime benefit.

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

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

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

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

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

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

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

403(b) GUIDELINES-

A. The Board and the Association recognize the importance of providing investment alternatives to assist employees in achieving their retirement savings goal. Although the district intends to utilize GLP and Associates, Inc. as a Third Party Administrator of district 403(b) plans, there will be no agreement between the district and GLP that is contrary to any provision contained in the Master Agreement. Vendors utilized and available to employees of the district shall be named as appropriate under IRS regulations and the Master Agreement.

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

    1. No changes, except those changes required by the IRS, shall be made to the Plan Document without mutual written agreement between the Board and the Association.

    2. All bargaining unit members are eligible to participate in the plan at no cost whatsoever to bargaining unit members. If fees are charged to participants by the TPA. The Board and the Association agree to reconvene within 30 days to discuss

these fees. If the fees are assessed prior to 30 days, the Board shall pay the fees until the Board and Association reconvene.

3. Exhibit B, the list of vendors, will remain the same, unless a particular vendor opts out of participating. Any deletions to the vendor list (Exhibit B) shall be only by written mutual agreement between the Board and Association or automatically upon the notification if a vendor chooses to not participate. Also, the Board may delete any vendor from the vendor list when no bargaining unit members continue to participate with that vendor.

4. The parties have named GLP and Associates, Inc. as the Third Party Administrator (TPA) for the School District's 403(b) Tax Sheltered Deferred Retirement Plan.

5. The Board agreed 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 TEP, the Board, and/or the Administration and/or failure to comply with the terms of the plan, and/or failure to comply with applicable laws and/or regulations.

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

APPENDIX C

Athletic Coaches

	No.	Index	Year 1	Year 4	Year 8	Year 12
Level A						
			$35,000	$40,000	$45,000	$50,000
Head Coach						
Football	1	0.13	$4,550	$5,200	$5,850	$6,500
Boys Basketball	1	0.13	$4,550	$5,200	$5,850	$6,500
Girls Basketball	1	0.13	$4,550	$5,200	$5,850	$6,500
Volleyball	1	0.13	$4,550	$5,200	$5,850	$6,500
Wrestling	1	0.13	$4,550	$5,200	$5,850	$6,500
Girls Track	1	0.13	$4,550	$5,200	$5,850	$6,500
Boys Track	1	0.13	$4,550	$5,200	$5,850	$6,500
Girls Tennis	1	0.13	$4,550	$5,200	$5,850	$6,500
Boys Tennis	1	0.13	$4,550	$5,200	$5,850	$6,500
Assistant Coaches						
Football	7	0.09	$3,150	$3,600	$4,050	$4,500
Boys Basketball	3	0.09	$3,150	$3,600	$4,050	$4,500
Girls Basketball	3	0.09	$3,150	$3,600	$4,050	$4,500
Volleyball	3	0.09	$3,150	$3,600	$4,050	$4,500
Wrestling	2	0.09	$3,150	$3,600	$4,050	$4,500
Track	3	0.09	$3,150	$3,600	$4,050	$4,500
Girls Tennis	1	0.09	$3,150	$3,600	$4,050	$4,500
Boys Tennis	1	0.09	$3,150	$3,600	$4,050	$4,500
Level B						
Head Coaches						
Baseball	1	0.11	$3,850	$4,400	$4,950	$5,500
Softball	1	0.11	$3,850	$4,400	$4,950	$5,500
Bowling	1	0.07	$2,450	$2,800	$3,150	$3,500
Cross Country	1	0.11	$3,850	$4,400	$4,950	$5,500
Golf	1	0.11	$3,850	$4,400	$4,950	$5,500
Cheerleading - Fall	1	0.07	$2,450	$2,800	$3,150	$3,500

Cheerleading - Winter	1	0.11	$3,850	$4,400	$4,950	$5,500
Boys Soccer	1	0.11	$3,850	$4,400	$4,950	$5,500
Girls Soccer	1	0.11	$3,850	$4,400	$4,950	$5,500
Boys Swimming	1	0.11	$3,850	$4,400	$4,950	$5,500
Girls Swimming	1	0.11	$3,850	$4,400	$4,950	$5,500

Assistant Coaches

Baseball	3	$2,450	$2,800	$3,150	$3,500
Softball	3	$2,450	$2,800	$3,150	$3,500
Bowling	1	$1,750	$2,000	$2,250	$2,500
Cross Country	1	$2,450	$2,800	$3,150	$3,500
Golf	2	$2,450	$2,800	$3,150	$3,500
Cheerleading - Fall	2	$2,100	$2,400	$2,700	$3,000
Cheerleading - Winter	1	$2,450	$2,800	$3,150	$3,500
Boys Soccer	1	$2,450	$2,800	$3,150	$3,500
Girls Soccer	1	$2,450	$2,800	$3,150	$3,500
Diving/per season	1	$2,450	$2,800	$3,150	$3,500

Level C

Head Coach

Girls 7th Basketball	2	$1,750	$2,000	$2,250	$2,500
Girls 8th Basketball	2	$1,750	$2,000	$2,250	$2,500
Boys 7th Basketball	2	$1,750	$2,000	$2,250	$2,500
Boys 8th Basketball	2	$1,750	$2,000	$2,250	$2,500
7th Football	2	$1,750	$2,000	$2,250	$2,500
8th Football	2	$1,750	$2,000	$2,250	$2,500
Girls 7th Volleyball	2	$1,750	$2,000	$2,250	$2,500
Girls 8th Volleyball	2	$1,750	$2,000	$2,250	$2,500
Cross Country	2	$1,750	$2,000	$2,250	$2,500
Wrestling	2	$1,750	$2,000	$2,250	$2,500
Tennis	2	$1,750	$2,000	$2,250	$2,500
Track	2	$1,750	$2,000	$2,250	$2,500

Miscellaneous

Weight Room Monitor - Fall	$2,100
Weight Room Monitor - Winter	$2,100
Weight Room Monitor - Spring	$2,100

APPENDIX D

Extra-curricular

Activity	Index	Stipend $40,000
Camp-per night	0.006	$240
Class Advisor-9	0.012	$480
Class Advisor-10	0.024	$960
Class Advisor-11	0.033	$1,320
Class Advisor-12	0.012	$480
Club-Art,French,Spanish	0.018	$720
Conflict Mgr. (Max. 3 per bldg.)	0.012	$480
Dept. Head-Core (MS/HS)	0.032	$1,280
Dept. Head-Non Core (2 or less) MS/HS	0.012	$480
Dept. Head-Non Core (3 or more) MS/HS	0.024	$960
Grade or Lead Teacher (MS)	0.012	$480
Grade or Lead Teacher-Core (Elem)	0.032	$1,280
Grade or Lead Teacher-Non Core (Elem)	0.024	$960
Industrial Arts	0.018	$720
Key Identified Personnel Team Member (must be trained in CPI, CPR, and First Aid/AED)	0.009	$360
Leadership Team Member	0.009	$360
Level III - Cooking	0.006	$240
Life Management-cooking/sewing	0.018	$720
Mentor Teacher	0.015	$600
MME Coordinator (including SSD)	0.027	$1,080
Michigan Youth in Government	0.02	$800
National Honor Society	0.018	$720
Orange Krate (Per days open)	0.01	$400
PBIS Lead	0.032	$1,280
PBIS Member	0.009	$360
Safety Patrol	0.018	$720
School Improvement Coor. Sec	0.03	$1,200
School Improvement Coor. Elem	0.02	$800
Split Classes per trimester (Secondary)	0.005	$200
Split Grade per trimester (Elementary)	0.02	$800
Student Council-MS	0.025	$1,000
Student Council-HS	0.03	$1,200
Student Council-Elem.	0.025	$1,000
Systems Operator	0.04	$1,600

Tigers in Motion (1 per Elementary)	0.02	$800
Travel During Planning - per trimester	0.013	$520
TV/Media	0.05	$2,000

APPENDIX E

Academics

Activity	Index	Year 1	Year 4	Year 8	Year 12
		$35,000	**$40,000**	**$45,000**	**$50,000**
Director of Bands 5-12, w/Band Camp	0.155	$5,425	$6,200	$6,975	$7,750
Dir. Of Bands Asst. 5-12, w/Band Camp	0.115	$4,025	$4,600	$5,175	$5,750
Musical Assistant-HS	0.053	$1,855	$2,120	$2,385	$2,650
Musical Assistant- Vocal-HS	0.043	$1,505	$1,720	$1,935	$2,150
Musical Assistant - Orchestral -HS	0.033	$1,155	$1,320	$1,485	$1,650
Musical Director - HS	0.088	$3,080	$3,520	$3,960	$4,400
Play/Musical Assistant-MS	0.013	$455	$520	$585	$650
Play/Musical Director-MS	0.025	$875	$1,000	$1,125	$1,250
Play/Variety Assistant-HS	0.03	$1,050	$1,200	$1,350	$1,500
Play/Variety Director-HS	0.06	$2,100	$2,400	$2,700	$3,000
Quiz Bowl	0.025	$875	$1,000	$1,125	$1,250
Robotics	0.035	$1,225	$1,400	$1,575	$1,750
MS Robotics	0.025	$875	$1,000	$1,125	$1,250
Vocal Music - HS	0.082	$2,870	$3,280	$3,690	$4,100
Vocal Music – MS (per grade)	0.017	$595	$680	$765	$850
Yearbook-HS	0.07	$2,450	$2,800	$3,150	$3,500
Yearbook-MS	0.045	$1,575	$1,800	$2,025	$2,250
Supervision (hourly wage) $20/hr					
Professional Development (voluntary participation during non-contract hours: $150/day $75/Half-day $25/Hour $30/Hour (administrative pre-approved professional development preparation and presentation					
Inactive Activities					

Debate	0.024	$840	$960	$1,080	$1,200
DECA	0.018	$630	$720	$810	$900
DI Coordinator	0.02	$700	$800	$900	$1,000
DI/Knowledge Masters Coaches	0.015	$525	$600	$675	$750
Forensics	0.024	$840	$960	$1,080	$1,200
Gifted/Talented Secretary	0.03	$1,050	$1,200	$1,350	$1,500
Gifted/Talented Teacher/Session	0.013	$455	$520	$585	$650
Science Olympics MS/HS	0.025	$875	$1,000	$1,125	$1,250

TA 2025-2026 AEA Salary Schedule					
			1.03	1.08	1.1
Step	Index	BA	BA+	MA	MA+
1	1.00	46,000	47,380	49,680	50,600
2	1.03	47,380	48,801	51,170	52,118
3	1.06	48,760	50,223	52,661	53,636
4	1.09	50,140	51,644	54,151	55,154
5	1.12	51,520	53,066	55,642	56,672
6	1.15	52,900	54,487	57,132	58,190
7	1.18	54,280	55,908	58,622	59,708
8	1.21	55,660	57,330	60,113	61,226
9	1.24	57,040	58,751	61,603	62,744
10	1.28	58,880	60,646	63,590	64,768
11	1.32	60,720	62,542	65,578	66,792
12	1.36	62,560	64,437	67,565	68,816
13	1.39	63,940	65,858	69,055	70,334
14	1.42	65,320	67,280	70,546	71,852
15	1.45	66,700	68,701	72,036	73,370
16	1.48	68,080	70,122	73,526	74,888
17	1.51	69,460	71,544	75,017	76,406
18	1.54	70,840	72,965	76,507	77,924
19	1.57	72,220	74,387	77,998	79,442
20	1.6	73,600	75,808	79,488	80,960
21+	1.65	75,900	78,177	81,972	83,490

TA 2026-2027 AEA Salary Schedule					
			1.03	1.08	1.1
Step	Index	BA	BA+	MA	MA+
1	1.00	47,380	48,801	51,170	52,118
2	1.03	48,801	50,265	52,706	53,682
3	1.06	50,223	51,729	54,241	55,245
4	1.09	51,644	53,194	55,776	56,809
5	1.12	53,066	54,658	57,311	58,372
6	1.15	54,487	56,122	58,846	59,936
7	1.18	55,908	57,586	60,381	61,499
8	1.21	57,330	59,050	61,916	63,063
9	1.24	58,751	60,514	63,451	64,626
10	1.28	60,646	62,466	65,498	66,711
11	1.32	62,542	64,418	67,545	68,796
12	1.36	64,437	66,370	69,592	70,880
13	1.39	65,858	67,834	71,127	72,444
14	1.42	67,280	69,298	72,662	74,008
15	1.45	68,701	70,762	74,197	75,571
16	1.48	70,122	72,226	75,732	77,135
17	1.51	71,544	73,690	77,267	78,698
18	1.54	72,965	75,154	78,802	80,262
19	1.57	74,387	76,618	80,338	81,825
20	1.6	75,808	78,082	81,873	83,389
21+	1.65	78,177	80,522	84,431	85,995