

AGREEMENT

BETWEEN

ALLEGAN PUBLIC SCHOOLS

AND

ALLEGAN EA, MEA-NEA

2007-2009

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AGREEMENT

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

ARTICLE 1 **Recognition**

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Public Act 112, for certified teaching personnel, school social workers, school psychologists, and occupational therapists; including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, and remedial reading teachers employed by the Employer, but excluding certified and non-certified supervisory and executive personnel, teaching principals, Headstart teachers, substitute teachers, temporary teachers, office and clerical employees, and all other employees. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in this paragraph. "Temporary Teacher" means a person who is certified and qualified to serve as a replacement for a regularly employed teacher on either a day-to-day basis or for less than ninety (90) continuous scheduled work days during a school year.

ARTICLE 2
Board of Education Rights

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

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

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

ARTICLE 3
Association Rights and Responsibilities

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

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

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

ARTICLE 4
Employee Rights and Responsibilities

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

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

ARTICLE 5
Employee's Hours

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

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

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

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

4. Employees shall be required to attend meetings that deal with such professional matters as curriculum study, curriculum council, a reasonable number of employees' meetings, parent conferences, administrator conferences, etc. Whenever possible such meetings shall be scheduled at the most advantageous time of day for each building staff. A maximum of eleven (11) meetings of no more than 40 minutes beyond the employee day may be scheduled annually with a minimum of 2 days notice given.

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

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

- C. When an employee finds it necessary to leave work for emergency reasons during working hours, the principal of the building or a member of the administrative team, shall be consulted. A reasonable effort shall be made to grant such a request.
- D. 2005-2006 school year shall consist of 167 student days and 175 employee days plus 20 Parent-Teacher Conference hours. This shall be for the 2005-2006 school year only. The 2006-2007 school year calendar will be included in the contract when agreed upon by both parties. If the calendar is increased in days in future contracts, up to the level of the 2003-2004 calendar, the increase shall not be directly related to the compensation.
- E. Any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be re-scheduled shall be scheduled as student instruction days immediately prior to the last student attendance day in June. However, by mutual agreement of the Employer and Association, re-scheduled days may be scheduled at other times. Professional compensation to employees shall not be reduced because of such school closings and make up days shall not be reduced because of such school closings and make up days shall be re-scheduled with no additional salary paid to employees.

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

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

ARTICLE 6
Professional Assignments

- A. If the employer determines that a vacancy exists (a vacancy shall be defined as a position that was caused by the resignation, retirement or created/modified by the employer), the employer shall consider information gathered on the "Change of Assignment" Questionnaire in filling these positions. Any employee expressing an interest and not chosen, shall be notified.
- B. All positions created in the above section shall be posted in each building on the appropriate bulletin boards for ten (10) working days during the school year. During the summer recess these postings shall be mailed to employees requesting them, and who supply the employer with a self-addressed envelope.
- C. The employer in filling the above positions shall consider:

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

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

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

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

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

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

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

ARTICLE 7
Employee Evaluation

- A. The Employer shall be responsible for the evaluation of each employee in the performance of his/her professional duties. Formal evaluations shall conform to the following guidelines:
1. The primary purposes of evaluation shall be to maintain a high quality of instruction in the Allegan Public School system.
 2. The formal evaluation instrument shall be the same for all employees.
(See Appendix D)
 3. Employees hired with more than three (3) years experience in another district shall be termed probationary for up to two (2) years, but shall not be subject to the requirements of Section 1526 of the School Code. Employees in their first three (3) years of employment shall be subject to the terms of Section 1526, calling for the IDP process, identification of mentor, and professional development requirements as described in parts:
 - a. A mentor will be assigned by the Administration to the Association member probationary employee upon entrance of the employee into the system. The mentor insofar as possible, shall be a tenured employee in the same building, grade or discipline as the probationary employee. It shall be the duty of the mentor to assist and counsel the probationary employee in acclimating to the teaching profession and the school system.
 - b. As a condition of continued employment, each probationary employee subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary employee for either the time connected with completion of the requirements, or for other associated costs such as enrollment courses and/or registration fees.
 - c. In keeping with the tenure laws enacted in 1993, the Building Administrator shall prepare an Individual Developmental Plan in conjunction with the employee.
 4. A probationary employee employed for the full school year shall be observed at least twice for a minimum of twenty (20) consecutive minutes each, at least sixty (60) calendar days apart, unless a shorter time period is agreed upon between the Administration and the employee.
 5. A tenure employee shall be formally evaluated when the employer determines that the employee, or the educational program, would benefit from such evaluation, but in no event less than once each three (3) years. In the absence of a formal evaluation, the performance of the employee's professional assignment shall be deemed to have been satisfactory. If an employee wishes to receive written confirmation of satisfactory service, the employee shall give a written request to the Employer within ten (10) days of the close of the student school year. Observations shall be completed by no later than May 1.

6. Each formal evaluation shall be in writing and shall be based on a minimum of two (2) observations conducted with a full knowledge of the employee. Prior to the first observation, the evaluator shall meet with the employee to discuss the evaluation process. The evaluator may conduct additional pre-observation conferences. Within ten (10) work days after each observation, a conference shall be held. Any unacceptable performance, in a specific area identified on the Formal Evaluation Instrument (Appendix D.) which is noted during the observation shall be brought to the attention of the employee. An employee shall have the right to have a representative present at all evaluation and observation conferences. When the final evaluation is prepared, a conference shall be scheduled with the employee. A preliminary copy of the formal evaluation resulting from the observations shall be given to the employee at or prior to the conference and a final copy shall be given within ten (10) days after the conference. If the employee disagrees with the observations, recommendations, or evaluation, the employee shall submit within ten (10) work days a written reply, which shall be attached to the evaluation, and be placed in the employee's personnel file.
 7. If an employee who has been rated needs improvement or unsatisfactory on an evaluation disagrees with such evaluation, the employee shall have the right to have a re-evaluation if such re-evaluation is requested within five (5) work days from the receipt of the final formal evaluation. The employee shall state in writing the specific reasons for the request for re-evaluation.
- B. The Employer may provide for such additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its employees.
- C. An employee receiving a "Needs Improvement" on his/her final evaluation shall be offered a plan of assistance which will include a narrative identifying the areas of weakness along with suggested activities and resources available.
- D. An employee shall be placed on an Individualized Development Plan if the Employer determines that the professional competence of the employee is not satisfactory and that the employee would benefit from a program of assistance. The program shall:
1. Identify areas requiring professional growth or adjustment.
 2. Contain specific suggestions or guidelines for improvement, and
 3. Provide for the periodic review of an employee's progress

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

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

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

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

ARTICLE 8
Employee Discipline Procedure

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

- B. It is agreed and understood that the system of discipline is as follows:
 - 1. Discussion of problem.
 - 2. Verbal warning.
 - 3. Written warning included in personnel file.
 - 4. Suspension with pay.
 - 5. Suspension without pay of not more than three (3) days.
 - 6. Dismissal.

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

- C. An employee shall be entitled to have present a representative of the Association for any disciplinary action.

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

ARTICLE 9
Professional Compensation

- A. The salaries of employees covered by this Agreement are set forth in the appendixes which are attached hereto and incorporated in this Agreement. Each employee shall have the yearly option of receiving his/her salary in one of the following ways:
1. Each employee hired after July 1, 1987, shall receive his/her total salary divided into twenty-four (24) equal payments on the fifth (5th) and twentieth (20th) of each month .
 2. Employees employed in the District prior to July 1, 1987, may have their total salary divided as stated above or they may choose to have their pay divided into twenty-one (21) equal installments, beginning with the August 20th payroll each contract year.
- B. Total salary for less than full-time employees shall be paid as indicated in 1 or 2 above, beginning at the date of hire, but the salary shall be adjusted based on the yearly number of work days for employees as set by the school calendar, and then pro-rated on the portion of the year and/or day worked by the individual employee.
- C. It is understood and agreed that each employee shall elect payment for the subsequent year in accordance with the previous year's selection unless the Business Office is notified in writing of such employee's change in selection on or before August 15.
- D. Pay deductions will be made only for the following authorized items:
1. Mandatory/voluntary government deductions.
 2. IRS Section 125 deductions.
 3. Allegan Teachers' Credit Union.
 4. Insurance carriers designated by this Agreement or approved by the Employer.
 5. Deductions as authorized in other articles of this Agreement.
- E. The Employer may make direct payroll check deposits to banks, savings and loan associations, and other financial and with which the Employer has a written agreement dealing with payroll deposits. Such direct payroll deposits would be made only upon the written request/approval of the employee.
- F. The Employer shall reimburse employees for actual costs of college tuition and fees, upon completion of coursework. This reimbursement shall be limited to 6 credit hours in a five-year period, with no more than 3 or 4 (if the class is 4 credits) credit hours reimbursed in any school fiscal year (July 1-June 30). The rate of reimbursement shall be limited to the actual amount of tuition and fees paid, but shall not exceed the amount charged by Grand Valley State University per graduate credit hour. The Employee will be required to provide proof of payment and proof of successful completion of the course.
- G. Employees asked to substitute during their planning period will be paid at a rate of \$22.50 per planning period. The employee will receive a coupon for an early dismissal or late arrival, or other site based incentives along with the compensation. This coupon may be used at any time so long as it does not interfere with the employee's normal duties. I.e. staff meetings, IEPC. More than one coupon may be used at the same time with the approval of the Administration. Coupon attached to this agreement. Employees asked to teach additional students for a period shall be eligible for the substitute rate above.

ARTICLE 10
Leave Pay and Leave of Absence

- A. Since the absence of an employee generally has an adverse effect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases costs, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions hereinafter set forth are not intended to reduce the professional responsibilities of an employee or to provide a form of additional compensation. Rather, they are included to meet the humanitarian and legitimate needs of the employees in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.
- B. Sick Leave
1. Each regular full-time and part-time school year employee shall be credited with sixty-six (66) sick leave hours at the beginning of each school year, at that employee's rate of pay and length of day. Unused sick days may accumulate without limit. These days may be taken as needed for personal illness, or for serious illness to the members of the employee's household, i.e., persons making their permanent residence in the employee's home, and a dependent as defined by the Internal Revenue Service. A day for the purpose of sick leave shall mean a work day. Any time less than a full day shall be pro-rated based on a six (6) hour day. Proration shall be calculated as follows: Time out of building in minutes, minus any lunch time, divided by 70. The resulting number rounded to two decimal places, shall be the number of sick hours charged to the employee. An employee who is employed for less than a full school year shall receive a pro-rated number of sick leave days.
 2. Sick leave may also be used as follows:
 - a. For funeral leave in the case of death to members of the employee's household (household as defined above).
 - b. For serious illness or death in the employee's family as defined to include the employee's spouse, child, parents, grandparents, grandparents-in-law, parents-in-law, step-parent, step-child, brother, sister, uncle, aunt, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepsister or stepbrother.
 - c. Funeral leave shall commence no later than five (5) days from the date of death. Leave as described shall be limited to ten (10) days per school year.
 - d. By action of the Employer, exceptions may be made for individual cases under unusual circumstances.
 - e. Employees may use up to two (2) of their sick days each year as personal leave days. An employee shall provide a 24 hour prior notice to his/her building principal. No personal days shall be taken on a school day immediately before or after a recess without special permission from the Superintendent. No more than 10 employees may use a personal leave day on the same work day. Personal leave shall not be used to transact Association business.

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

C. Leave for Civic Responsibilities

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

D. Leave of Absence

1. The Employer may, at its discretion, grant a leave of absence without pay, without fringe benefits, (provided a leave of absence is of less than three (3) months, fringe benefits shall be continued); without salary credit, and upon such other terms or conditions as it may set, upon written application, stating reason and length of leave desired, provided application was made at least thirty (30) days in advance and further, that a qualified and suitable replacement is found by the Employer. A leave of absence of less than three (3) months shall not constitute a vacancy.
2. By action of the Employer, at its discretion, and subject to such restrictions as the Employer may set, extensions of leave of absence may be made for individual cases under unusual circumstances.
3. An employee who is on an approved leave in excess of one (1) semester will give written notice to the Superintendent of intent to return to work at the close of the approved leave. Such written notice shall be made no later than April 1 for those who plan to return at the beginning of the second semester. Those who will be returning from leave at another time shall give thirty (30) calendar days written notice of their intent to return from leave.
4. Any employee whose personal illness extends beyond the period compensated for under Article 10, b, shall be granted a leave of absence for such time as necessary for complete recovery from such illness but in no case beyond one (1) year, in accordance with Article 10, Section D, 1. Upon return from leave, such employee shall be assigned to the same position, if available. This position is subject to any limitations on leave prescribed by law.
5. The Employer shall grant family leave to employees in accordance with the Family and Medical Leave Act of 1993. It is understood and agreed that the Employer reserves all rights and powers granted to employers under that legislation and applicable regulations, and this Agreement shall not be construed as limiting or restricting those rights.

E. Association Leave

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

F. Leave Administration

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

ARTICLE 11
Teaching Conditions

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

ARTICLE 12
Protection of Employees

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

ARTICLE 13
Negotiations Procedure

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

ARTICLE 14
Grievance Procedure

A. Definitions

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

B. Procedure for Adjudgment of Grievance

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

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

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

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

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

- A. Within ten (10) days of receipt of the grievance, the above-designated Administrator shall have a conference with the Grievant. It is the Administrator's responsibility, after consulting with the Grievant to set the time, place and date of conference, and to so inform the Grievant. The affected Grievant or Grievants must be present as such meeting.
- B. Within ten (10) days after the meeting, the Administrator shall state his/her decision in writing, and furnish a copy thereof to the Grievant.
- C. Grievances involving more than one (1) school building shall commence at Step 2, with the Grievant filing a written grievance with the Superintendent.

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

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

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

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

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

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

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

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

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

ARTICLE 15
Deductions for Professional Dues, Assessments and Fees

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain or drop their membership in the Association.
- B. Employee Representation - The parties expressly recognize the right of each employee to freely join or refrain from joining the Association and no employee shall be discriminated against by reason of his/her joining or refusing to join the Association. The Association is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's Association membership. Therefore, it is agreed that a representative fee shall be deducted from the pay of each employee, except as hereinafter provided without any separate employee authorization to be used for the purposes and on the conditions herein set forth.
1. Association Membership Fee. The fee shall be the dues uniformly required of members of the Association.
 2. Agency Service Fee. The fee shall be the legally permissible amount determined pursuant to applicable law and certified by the Association as the proportionate member cost directly attributable to the cost of collective bargaining representation, administration of the Agreement, and claim adjustments, which fee shall not be greater than the dues uniformly required of members of the Association. The agency service fees so certified and deducted shall be forwarded to the Association, provided that when an employee objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forms.
- C. If an employee fails to make a selection, he/she shall be deemed to have selected the payment of the agency service fee. The representation fee selected by an employee shall remain in effect until revoked by the employee in writing.
- D. The deduction of membership fees, or agency service fees, shall be made from one each regular pay check for ten (10) months, beginning in September and ending in June of each year and the Employer agrees promptly to remit to the respective Association all moneys so deducted, accompanied by a list of employees from whom the deductions have been made.
- E. The Association shall, on or before September 1st of the school year, furnish the Employer a list of all employees for whom deductions are to be made. Thereafter, during the school year, the Association shall provide the names of employees to be added to the list. The Employer will deliver to the Association's authorized representative, checks for payment of the dues deducted.

ARTICLE 16
Miscellaneous Provisions

- A. Copies of this Agreement shall be reproduced at the expense of the Employer and presented to all employees now employed or hereafter employed by the Employer during the term of this Agreement. The Association shall reimburse the Employer for the cost of any additional copies which may be required.
- B. If any provisions of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Employer will provide to the President of the Association a copy of the Board of Education agenda, together with a copy of the previous Board minutes, at the time the agenda is forwarded to the Board members.
- D. Shared Positions
1. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or his/her designee.
 2. Salary and fringe benefits shall be pro-rated to equal the percentage of the contract worked.
 3. Employees in shared positions must agree to accept full-time employment in the event the other employee in the shared time position terminates employment.
 4. The participating employees must agree to share the position for the entire school year.
 5. An unpaid leave of absence shall not be available by one employee without the consent of the partner assuming the full-time position.
 6. The position shall be reviewed by all parties in the spring for the continuation for the following school year.
 7. If the partnership is dissolved by any party, both partners shall be given full-time positions in accordance with the seniority provision of the Master Agreement provided that it does not result in layoff of an on-staff teacher.
 8. The Employer shall have sole discretion not subject to grievance procedure, to accept or reject proposed shared time.
- E. Part-Time
- Any employee choosing to go to part time shall be allowed to return to full time only if a position becomes available. No part-time employee shall be allowed to displace a current employee.
- Any employee being forced to part time due to lay-off shall be allowed to return to full time as soon as a position that he/she is certified and qualified for becomes available.
- F. If a student must appear before the Board of Education for an exclusion hearing, that student's employee(s) may be required to attend and participate as a resource person. The employee(s) present at the hearing shall have Association representation, if requested.

ARTICLE 17
Layoff and Recall

- A. Definition of Certified. It is agreed to by both parties that certified employees are those who meet the state and federal requirements.
- B. Seniority. The Employer shall maintain an up-to-date master seniority list of all employees and present the same to the Association by February 1 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 employee's seniority in any lay-off procedure.

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

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

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

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

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

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

ARTICLE 18
Regular Education Initiative

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

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

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

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

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

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

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

ARTICLE 19
Duration of Agreement

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

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

- C. This Agreement shall become effective upon ratification by a majority of the Employer and of the membership of the Association, and will continue in effect through June 30, 2009, 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 October 10, 2007.

WITNESSES:

Heleen R. Brennan

ALLEGAN PUBLIC SCHOOLS

By Kevin R. Hamon

Its SUPERINTENDENT

ALLEGAN EDUCATION ASSOCIATION, MEA-NEA

By Christie Robinson

Its _____

APPENDIX A
2007-2008
Allegan Education Association
Salary Schedule

BA		BA	BA+		MA		MA	MA +
STEP	INDEX	SAL.	SAL.		STEP	INDEX	SAL.	SAL.
1	1.00	30858	31784		1	1.00	32709	33635
2	1.05	32401	33373		2	1.05	34345	35317
3	1.10	33944	34962		3	1.10	35980	36999
4	1.15	35487	36551		4	1.15	37616	38681
5	1.20	37030	38140		5	1.20	39251	40362
6	1.25	38573	39730		6	1.25	40887	42044
7	1.31	40424	41637		7	1.31	42849	44062
8	1.37	42275	43544		8	1.37	44812	46080
9	1.43	44127	45451		9	1.43	46775	48098
10	1.49	45978	47358		10	1.49	48737	50116
11	1.55	47830	49265		11	1.55	50700	52135
12	1.61	49681	51172		12	1.61	52662	54153
13	1.62	49990	51490		13	1.67	54625	56171
14	1.63	50299	51807		14	1.72	56260	57853
15	1.64	50607	52125		15	1.76	57569	59198
16	1.65	50916	52443		16	1.77	57896	59534
17	1.66	51224	52761		17	1.78	58223	59871
18	1.67	51533	53079		18	1.79	58550	60207
19	1.68	51841	53397		19	1.80	58877	60543
20	1.69	52150	53715		20	1.81	59204	60880
21	1.70	52459	54032		21	1.82	59531	61216
22	1.71	52767	54350		22	1.83	59858	61552
23	1.73	53384	54986		23	1.85	60513	62225
24+	1.75	54002	55622		24+	1.87	61167	62898

The above salary schedule represents a 1% increase on the base.

If the Allegan Public Schools 2007-2008 FTE times the Allegan Public Schools 2007-2008 Foundation Allowance results in an increase in funding, above the 2006-2007 level, equal to or greater than 2%, the increase on the base salary will become 2%.

For each additional 1% above the initial 2% increase in state funding, the base will be increased by an additional ½%.

The additional compensation described above will be paid in a separate check on or before June 30th.

APPENDIX A
2008-2009
Allegan Education Association
Salary Schedule

BA		BA	BA+		MA		MA	MA +
STEP	INDEX	SAL.	SAL.		STEP	INDEX	SAL.	SAL.
1	1.00	31167	32102		1	1.00	33037	33972
2	1.05	32725	33707		2	1.05	34689	35671
3	1.10	34284	35312		3	1.10	36341	37369
4	1.15	35842	36917		4	1.15	37993	39068
5	1.20	37400	38522		5	1.20	39644	40766
6	1.25	38959	40128		6	1.25	41296	42465
7	1.31	40829	42054		7	1.31	43278	44503
8	1.37	42699	43980		8	1.37	45261	46542
9	1.43	44569	45906		9	1.43	47243	48580
10	1.49	46439	47832		10	1.49	49225	50618
11	1.55	48309	49758		11	1.55	51207	52657
12	1.61	50179	51684		12	1.61	53190	54695
13	1.62	50491	52005		13	1.67	55172	56733
14	1.63	50802	52326		14	1.72	56824	58432
15	1.64	51114	52647		15	1.76	58145	59791
16	1.65	51426	52968		16	1.77	58476	60130
17	1.66	51737	53289		17	1.78	58806	60470
18	1.67	52049	53610		18	1.79	59136	60810
19	1.68	52361	53931		19	1.80	59467	61150
20	1.69	52672	54252		20	1.81	59797	61489
21	1.70	52984	54573		21	1.82	60127	61829
22	1.71	53296	54894		22	1.83	60458	62169
23	1.73	53919	55536		23	1.85	61118	62848
24+	1.75	54542	56179		24+	1.87	61779	63528

The above salary schedule reflects a 1% increase on the base from 2007-2008.

If the Allegan Public Schools 2008-2009 FTE times the Allegan Public Schools 2008-2009 Foundation Allowance results in an increase in funding, above the 2007-2008 level, equal to or greater than 2%, the increase on the base salary will become 2%.

For each additional 1% above the initial 2% increase in state funding, the base will be increased by an additional ½%.

The additional compensation described above will be paid in a separate check on or before June 30th.

1. Employees will be placed on the appropriate schedule (BA, BA+18, MA, or MA+15) based on the semester hours they have earned prior to September 1st and/or January 15th each year.
2. QUALIFICATIONS FOR BA+18 - Any semester hours earned before September 1st, after the provisional certificate is received will be counted toward the 18 semester hours.
3. QUALIFICATIONS FOR MA+15 - All semester hours earned after the MA is received must be in a graduate program, or be in a field related to the employee's assignment if they are to count toward the MA+15 hour salary schedule.
4. Correspondence courses cannot be used to qualify for the next level (BA, BA+18, MA or MA+15) on the salary schedule. Distance learning classes approved by the Superintendent or his/her designee may be used to qualify for the next salary level.
5. Part-time employees are entitled to compensation for a planning period equal to a pro-ration of their hourly pay for each hour worked in a day according to their building schedule.
6. Employees who agree to an additional assignment for a semester or more during their entire planning time will receive 18% of their annual salary.
7. New employees will be granted up to seven (7) years of credit on the salary schedule when entering the Allegan Public School system, provided the individual is able to document seven (7) or more years of successful teaching experience as a regular classroom employee in a school district.

APPENDIX B
Employee Benefits

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

PAK A: MESSA SuperCare I Revised with Wellness Plan, the \$100/\$200 deductible, and \$10/\$20 Rx card, plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (VSP-2 Silver) described below. The employee shall have the difference between the Board's contribution for MESSA Choices II (with \$10/\$20 Rx card) and the rate for MESSA SuperCare I Revised deducted by payroll deduction.

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

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

PAK C: MESSA Choices II with \$10/\$20 Rx card plus Delta Dental insurance, \$1,000 in negotiated life insurance with AD&D, and vision insurance (MESSA VSP-2 Silver) described below. Employee shall contribute three (3%) percent of the Choices II health insurance composite rate as provided by MESSA.

GENERAL HEALTH INSURANCE PROVISIONS:

Effective date for MESSA PAK insurance coverage is October 1, 2007 or as soon thereafter as possible according to MESSA regulations.

On July 1, 2008 the Employee's contribution shall increase to five (5%) percent of the Choices II health insurance composite rate as provided by MESSA.

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

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

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

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

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

Employees who work a full school year and resign or retire from the school system, and give sixty (60) days notice before retirement or resignation is effective, shall have their insurance benefits continue to September 30 of the next school year. Employees who work a full school year and are laid off at the end of the school year shall have their benefits continued to September 30 of the next year.

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

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

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

APPENDIX C
ATHLETIC COACHES

2007-2008

The coaching salaries will be based on the B.A. column of the salary schedule starting with Step 1 with increases at Step 4, Step 8, and Step 12. These steps will correspond to the coach's year of coaching. Coaches may be granted up to seven years experience providing that the individual can document his/her years of experience.

Coaching compensation will be paid three times a year following the end of Fall, Winter and Spring sports. The exact dates will be agreed upon by the Administration and the AEA. The salary will be paid in a separate payment from the employee's regular pay.

LEVEL A	Number	INDEX	STEP 1	STEP 4	STEP 8	STEP 12
			\$30,858	\$35,487	\$42,275	\$49,681
<u>HEAD COACH</u>						
Football	1	0.13	4,012	4,613	5,496	6,459
Boys Basketball	1	0.13	4,012	4,613	5,496	6,459
Girls Basketball	1	0.13	4,012	4,613	5,496	6,459
Volleyball	1	0.13	4,012	4,613	5,496	6,459
Wrestling	1	0.13	4,012	4,613	5,496	6,459
Girls Track	1	0.13	4,012	4,613	5,496	6,459
Boys Track	1	0.13	4,012	4,613	5,496	6,459
Girls Tennis	1	0.13	4,012	4,613	5,496	6,459
Boys Tennis	1	0.13	4,012	4,613	5,496	6,459
<u>ASSISTANT COACHES</u>						
Football	7	0.09	2,777	3,194	3,805	4,471
Boys Basketball	3	0.09	2,777	3,194	3,805	4,471
Girls Basketball	3	0.09	2,777	3,194	3,805	4,471
Volleyball	3	0.09	2,777	3,194	3,805	4,471
Wrestling	2	0.09	2,777	3,194	3,805	4,471
Girls Track	1.5	0.09	2,777	3,194	3,805	4,471
Boys Track	1.5	0.09	2,777	3,194	3,805	4,471
Girls Tennis	1	0.09	2,777	3,194	3,805	4,471
Boys Tennis	1	0.09	2,777	3,194	3,805	4,471
LEVEL B						
<u>HEAD COACHES</u>						
Baseball	1	0.11	3,394	3,904	4,650	5,465
Softball	1	0.11	3,394	3,904	4,650	5,465
Bowling	1	0.05	1,543	1,774	2,114	2,484
Boys Cross Country	1	0.11	3,394	3,904	4,650	5,465
Girls Cross Country	1	0.11	3,394	3,904	4,650	5,465
Golf	1	0.11	3,394	3,904	4,650	5,465
Cheerleading - Fall	1	0.07	2,160	2,484	2,959	3,478
Cheerleading - Winter	1	0.11	3,394	3,904	4,650	5,465
Boys Soccer	1	0.11	3,394	3,904	4,650	5,465
Girls Soccer	1	0.11	3,394	3,904	4,650	5,465
Boys Swimming	1	0.11	3,394	3,904	4,650	5,465
Girls Swimming	1	0.11	3,394	3,904	4,650	5,465

	Number	INDEX	STEP 1 \$30,858	STEP 4 \$35,487	STEP 8 \$42,275	STEP 12 \$49,681
<u>ASSISTANT COACHES</u>						
Baseball	3	0.07	2,160	2,484	2,959	3,478
Softball	3	0.07	2,160	2,484	2,959	3,478
Boys Cross Country	0.5	0.07	2,160	2,484	2,959	3,478
Girls Cross Country	0.5	0.07	2,160	2,484	2,959	3,478
Golf	1	0.07	2,160	2,484	2,959	3,478
Cheerleading - Fall	2	0.06	1,851	2,129	2,537	2,981
Cheerleading - Winter	2	0.07	2,160	2,484	2,959	3,478
Boys Soccer	1	0.07	2,160	2,484	2,959	3,478
Girls Soccer	1	0.07	2,160	2,484	2,959	3,478

LEVEL C

<u>HEAD COACH</u>						
Girls 7th Basketball	1	0.07	2,160	2,484	2,959	3,478
Girls 8th Basketball	1	0.07	2,160	2,484	2,959	3,478
Boys 7th Basketball	1	0.07	2,160	2,484	2,959	3,478
Boys 8th Basketball	1	0.07	2,160	2,484	2,959	3,478
7th Football	1	0.07	2,160	2,484	2,959	3,478
8th Football	1	0.07	2,160	2,484	2,959	3,478
Girls 7th Volleyball	1	0.07	2,160	2,484	2,959	3,478
Girls 8th Volleyball	1	0.07	2,160	2,484	2,959	3,478
Cross Country	1	0.07	2,160	2,484	2,959	3,478
Wrestling	1	0.07	2,160	2,484	2,959	3,478
Tennis	1	0.07	2,160	2,484	2,959	3,478
Track	1	0.07	2,160	2,484	2,959	3,478

<u>ASSISTANT COACHES</u>						
Girls 7th Basketball	1	0.06	1,851	2,129	2,549	2,981
Girls 8th Basketball	1	0.06	1,851	2,129	2,549	2,981
Boys 7th Basketball	1	0.06	1,851	2,129	2,549	2,981
Boys 8th Basketball	1	0.06	1,851	2,129	2,549	2,981
7th Football	1	0.06	1,851	2,129	2,549	2,981
8th Football	1	0.06	1,851	2,129	2,549	2,981
Girls 7th Volleyball	1	0.06	1,851	2,129	2,549	2,981
Girls 8th Volleyball	1	0.06	1,851	2,129	2,549	2,981
Cross Country	1*	0.06	1,851	2,129	2,549	2,981
Wrestling	1*	0.06	1,851	2,129	2,549	2,981
Tennis	1*	0.06	1,851	2,129	2,549	2,981
Track	1*	0.06	1,851	2,129	2,549	2,981

MISCELLANEOUS

Weight Room Monitor -Fall	0.06	1,851
Weight Room Monitor -Winter	0.06	1,851
Weight Room Monitor - Spring	0.06	1,851

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

Revision of cross-country stipend: The salary paid to the boys head cross country coach shall remain at current level until the 11% index causes an increase in the stipend.

APPENDIX C
ATHLETIC COACHES

2008-2009

The coaching salaries will be based on the B.A. column of the salary schedule starting with Step 1 with increases at Step 4, Step 8, and Step 12. These steps will correspond to the coach's year of coaching. Coaches may be granted up to seven years experience providing that the individual can document his/her years of experience.

Coaching compensation will be paid three times a year following the end of Fall, Winter and Spring sports. The exact dates will be agreed upon by the Administration and the AEA. The salary will be paid in a separate payment from the employee's regular pay.

LEVEL A	Number	INDEX	STEP 1	STEP 4	STEP 8	STEP 12
			\$31,167	\$35,842	\$42,699	\$50,179
<u>HEAD COACH</u>						
Football	1	0.13	4,052	4,659	5,551	6,523
Boys Basketball	1	0.13	4,052	4,659	5,551	6,523
Girls Basketball	1	0.13	4,052	4,659	5,551	6,523
Volleyball	1	0.13	4,052	4,659	5,551	6,523
Wrestling	1	0.13	4,052	4,659	5,551	6,523
Girls Track	1	0.13	4,052	4,659	5,551	6,523
Boys Track	1	0.13	4,052	4,659	5,551	6,523
Girls Tennis	1	0.13	4,052	4,659	5,551	6,523
Boys Tennis	1	0.13	4,052	4,659	5,551	6,523
<u>ASSISTANT COACHES</u>						
Football	7	0.09	2,805	3,226	3,843	4,516
Boys Basketball	3	0.09	2,805	3,226	3,843	4,516
Girls Basketball	3	0.09	2,805	3,226	3,843	4,516
Volleyball	3	0.09	2,805	3,226	3,843	4,516
Wrestling	2	0.09	2,805	3,226	3,843	4,516
Girls Track	1.5	0.09	2,805	3,226	3,843	4,516
Boys Track	1.5	0.09	2,805	3,226	3,843	4,516
Girls Tennis	1	0.09	2,805	3,226	3,843	4,516
Boys Tennis	1	0.09	2,805	3,226	3,843	4,516
LEVEL B						
<u>HEAD COACHES</u>						
Baseball	1	0.11	3,428	3,943	4,697	5,520
Softball	1	0.11	3,428	3,943	4,697	5,520
Bowling	1	0.05	1,558	1,792	2,134	2,506
Boys Cross Country	1	0.11	3,428	3,943	4,697	5,520
Girls Cross Country	1	0.11	3,428	3,943	4,697	5,520
Golf	1	0.11	3,428	3,943	4,697	5,520
Cheerleading - Fall	1	0.07	2,182	2,509	2,989	3,513
Cheerleading - Winter	1	0.11	3,428	3,943	4,697	5,520
Boys Soccer	1	0.11	3,428	3,943	4,697	5,520
Girls Soccer	1	0.11	3,428	3,943	4,697	5,520
Boys Swimming	1	0.11	3,428	3,943	4,697	5,520
Girls Swimming	1	0.11	3,428	3,943	4,697	5,520

	Number	INDEX	STEP 1 \$31,167	STEP 4 \$35,842	STEP 8 \$42,699	STEP 12 \$50,179
<u>ASSISTANT COACHES</u>						
Baseball	3	0.07	2,182	2,509	2,989	3,513
Softball	3	0.07	2,182	2,509	2,989	3,513
Boys Cross Country	0.5	0.07	2,182	2,509	2,989	3,513
Girls Cross Country	0.5	0.07	2,182	2,509	2,989	3,513
Golf	1	0.07	2,182	2,509	2,989	3,513
Cheerleading - Fall	2	0.06	1,870	2,151	2,562	3,011
Cheerleading - Winter	2	0.07	2,182	2,509	2,989	3,513
Boys Soccer	1	0.07	2,182	2,509	2,989	3,513
Girls Soccer	1	0.07	2,182	2,509	2,989	3,513

LEVEL C

<u>HEAD COACH</u>						
Girls 7th Basketball	1	0.07	2,182	2,509	2,989	3,513
Girls 8th Basketball	1	0.07	2,182	2,509	2,989	3,513
Boys 7th Basketball	1	0.07	2,182	2,509	2,989	3,513
Boys 8th Basketball	1	0.07	2,182	2,509	2,989	3,513
7th Football	1	0.07	2,182	2,509	2,989	3,513
8th Football	1	0.07	2,182	2,509	2,989	3,513
Girls 7th Volleyball	1	0.07	2,182	2,509	2,989	3,513
Girls 8th Volleyball	1	0.07	2,182	2,509	2,989	3,513
Cross Country	1	0.07	2,182	2,509	2,989	3,513
Wrestling	1	0.07	2,182	2,509	2,989	3,513
Tennis	1	0.07	2,182	2,509	2,989	3,513
Track	1	0.07	2,182	2,509	2,989	3,513

<u>ASSISTANT COACHES</u>						
Girls 7th Basketball	1	0.06	1,870	2,151	2,562	3,011
Girls 8th Basketball	1	0.06	1,870	2,151	2,562	3,011
Boys 7th Basketball	1	0.06	1,870	2,151	2,562	3,011
Boys 8th Basketball	1	0.06	1,870	2,151	2,562	3,011
7th Football	1	0.06	1,870	2,151	2,562	3,011
8th Football	1	0.06	1,870	2,151	2,562	3,011
Girls 7th Volleyball	1	0.06	1,870	2,151	2,562	3,011
Girls 8th Volleyball	1	0.06	1,870	2,151	2,562	3,011
Cross Country	1*	0.06	1,870	2,151	2,562	3,011
Wrestling	1*	0.06	1,870	2,151	2,562	3,011
Tennis	1*	0.06	1,870	2,151	2,562	3,011
Track	1*	0.06	1,870	2,151	2,562	3,011

MISCELLANEOUS

Weight Room Monitor -Fall	0.06	1,870
Weight Room Monitor -Winter	0.06	1,870
Weight Room Monitor - Spring	0.06	1,870

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

Revision of cross-country stipend: The salary paid to the boys head cross country coach shall remain at current level until the 11% index causes an increase in the stipend.

APPENDIX C
EXTRA-CURRICULAR

2007-2008

ACTIVITY	INDEX	STEP 1-\$30,858	STEP 4-\$35,487
Band Camp	0.041	1,265	1,455
Band Director – MS	.083	2,561	2,945
Band Director-HS	.095	2,932	3,371
Camp - per night	0.0035	108	124
Class Advisor - 9	0.024	741	852
Class Advisor - 10	0.024	741	852
Class Advisor - 11	0.033	1,018	1,171
Class Advisor - 12	0.031	957	1,100
Club - Art, French, Spanish	0.018	555	639
Coach - Alternative Ed. Level 1	0.008	247	284
Coach - Alternative Ed. Level 2	0.015	463	532
Conflict Mgr. (max. 3 per building)	0.012	370	426
Debate	0.024	741	852
DECA	0.018	555	639
Dept. Head-Core (MS/HS)	0.032	992	1,141
Dept. Head-Non Core (2 or less) MS/HS	0.012	372	428
Dept. Head-Non Core (3 or more)MS/HS	0.024	744	856
DI/Knowledge Masters Coaches	0.015	463	532
DI Coordinator	0.02	617	710
Forensics	0.024	741	852
Gifted/Talented Teacher/Session	0.013	401	461
Gifted/Talented Secretary	0.03	926	1,065
Grade or Lead Teacher-Core (Elem)	0.032	987	1,136
Grade or Lead Teacher-Non Core (Elem)	0.024	741	852
Grade or Lead Teacher (MS)	0.012	370	426
Industrial Arts	0.018	555	639
Life Management EMI/TMI - cooking	0.006	185	213
Life Management-cooking/sewing	0.018	555	639
Mentor Teacher	0.012	370	426
Michigan Youth in Government	0.018	555	639
Musical Director-HS	.05	1,543	1,774
Musical Assistant-HS	.032	987	1,136
NCA/School Improvement Coord. El.	0.02	617	710
NCA/School Improvement Coord. Sec.	0.03	926	1,065
NCA/School Improvement Coord. Alt. Ed.	0.02	617	710
National Honor Society	0.018	555	639
Orange Crate	0.05	1,543	1,774
Play/Musical Director- MS	0.025	771	887
Play/Musical Assistant- MS	0.013	401	461
Play/Variety Director-HS	0.04	1,234	1,419

ACTIVITY	INDEX	STEP 1-\$30,858	STEP 4-\$35,487
Play/Variety Assistant- HS	0.025	771	887
Quiz Bowl	0.024	741	852
Safety Patrol	0.018	555	639
Science Olympics - HS/MS	0.024	741	852
Split Class per semester	0.005	154	177
Split Grade per semester	0.025	771	887
Student Council - Alt. Ed.	0.015	463	532
Student Council - Elem.	0.018	555	639
Student Council - HS	0.03	926	1,065
Student Council - MS	0.025	771	887
Systems Operator	0.038	1,173	1,349
Vocal Music-MS (split between 7 th & 8 th grade teachers)	0.052	1,605	1,845
Vocal Music-HS	0.07	2,160	2,484
Yearbook - HS	0.07	2,160	2,484
Yearbook - MS	0.045	1,389	1,597

HOURLY WAGE: \$26.75

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

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

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

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

APPENDIX C
EXTRA-CURRICULAR

2008-2009

ACTIVITY	INDEX	STEP 1-\$31,167	STEP 4-\$35,842
Band Camp	0.041	1,278	1,470
Band Director – MS	.083	2,587	2,975
Band Director-HS	.095	2,961	3,405
Camp - per night	0.0035	109	125
Class Advisor - 9	0.024	748	860
Class Advisor - 10	0.024	748	860
Class Advisor - 11	0.033	1,029	1,183
Class Advisor - 12	0.031	966	1,111
Club - Art, French, Spanish	0.018	561	645
Coach - Alternative Ed. Level 1	0.008	249	287
Coach - Alternative Ed. Level 2	0.015	468	538
Conflict Mgr. (max. 3 per building)	0.012	374	430
Debate	0.024	748	860
DECA	0.018	561	645
Dept. Head-Core (MS/HS)	0.032	997	1,147
Dept. Head-Non Core (2 or less) MS/HS	0.012	374	430
Dept. Head-Non Core (3 or more)MS/HS	0.024	748	860
DI/Knowledge Masters Coaches	0.015	468	538
DI Coordinator	0.02	623	717
Forensics	0.024	748	860
Gifted/Talented Teacher/Session	0.013	405	466
Gifted/Talented Secretary	0.03	935	1,075
Grade or Lead Teacher-Core (Elem)	0.032	997	1,147
Grade or Lead Teacher-Non Core (Elem)	0.024	748	860
Grade or Lead Teacher (MS)	0.012	374	430
Industrial Arts	0.018	561	645
Life Management EMI/TMI - cooking	0.006	187	215
Life Management-cooking/sewing	0.018	561	645
Mentor Teacher	0.012	374	430
Michigan Youth in Government	0.018	561	645
Musical Director-HS	.05	1,558	1,792
Musical Assistant-HS	.032	997	1,147
NCA/School Improvement Coord. El.	0.02	623	717
NCA/School Improvement Coord. Sec.	0.03	935	1,075
NCA/School Improvement Coord. Alt. Ed.	0.02	623	717
National Honor Society	0.018	561	645
Orange Crate	0.05	1,558	1,792
Play/Musical Director- MS	0.025	779	896
Play/Musical Assistant- MS	0.013	405	466
Play/Variety Director-HS	0.04	1,247	1,434

ACTIVITY	INDEX	STEP 1-\$31,167	STEP 4-\$35,842
Play/Variety Assistant- HS	0.025	779	896
Quiz Bowl	0.024	748	860
Safety Patrol	0.018	561	645
Science Olympics - HS/MS	0.024	748	860
Split Class per semester	0.005	156	179
Split Grade per semester	0.025	779	896
Student Council - Alt. Ed.	0.015	468	538
Student Council - Elem.	0.018	561	645
Student Council - HS	0.03	935	1,075
Student Council - MS	0.025	779	896
Systems Operator	0.038	1,185	1,362
Vocal Music-MS (split between 7 th & 8 th grade teachers)	0.052	1,621	1,864
Vocal Music-HS	0.07	2,182	2,509
Yearbook - HS	0.07	2,182	2,509
Yearbook - MS	0.045	1,403	1,613

HOURLY WAGE: \$26.75

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

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

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

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

APPENDIX D

TEACHER EVALUATION FORM
ALLEGAN PUBLIC SCHOOLS

Teacher: Status: Tenure Probationary 1st yr. 2nd yr. 3rd yr. 4th yr.

Building: L. E. White Middle School Position:

Date(s) of Pre-Observation Conference				
Date(s) of Observations				
Date(s) of Post-Observation Conference				

Date of Evaluation Conference

The process of evaluation indicates the evaluator's perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area marked unsatisfactory.

S SATISFACTORY
 NI NEEDS IMPROVEMENT
 U UNSATISFACTORY
 NA/NO NOT APPLICABLE / NOT OBSERVED

I. SUBJECT MATTER CONTENT

A. KNOWLEDGE OF TEACHING AREA	S	NI	U	NA/NO
1. Exhibits a sound background and understanding of the subject matter required of the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Exhibits working knowledge of the Benchmarks, or Grade Level Content Expectations (GLCEs), or High School Course Content Expectations (HSCEs) of the assigned classes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Actively participates in opportunities that help keep him/her abreast of current theory and best research based practices in his/her teaching discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

B. METHODOLOGY	S	NI	U	NA/NO
1. Stimulates interest in subject area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Utilizes a variety of teaching and learning techniques (including research based practices) designed to serve the differing abilities of the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Subject content is consistently relevant to Benchmarks, or GLCEs, or HSCEs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Student input is encouraged and treated with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Varied resources are used appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

C. EVALUATION	S	NI	U	NA/NO
1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The capability of the student is taken into consideration, as well as the amount of effort the student has expended.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Accurate records are kept.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Assignments are reviewed and turned back promptly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

II. MANAGEMENT

A. ORGANIZATION AND DIRECTION	S	NI	U	NA/NO
1. The teacher organizes classroom routines in an efficient manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Most of the teacher's time is devoted to teaching and learning activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

B. CARE OF ROOM AND EQUIPMENT	S	NI	U	NA/NO
1. The teacher exerts reasonable care to see that furnishings are kept in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintenance needs are reported.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Audio-visual technology (computers, calculators, overhead and LCD projectors, etc.) and other hands on learning tools are operated and stored properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Students are guided in sharing the responsibility for care of furnishings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

C. DISCIPLINE	S	NI	U	NA/ NO
1. The teacher promotes a friendly environment that is conducive to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Building and classroom rules are made known to the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Breaches of discipline are handled according to the district and building policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Students are dealt with in a fair and consistent manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

III. RELATIONSHIPS

A. SELF-RELATIONSHIPS	S	NI	U	NA/ NO
1. Exhibits a professional attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Exercises initiative.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Encourages others by his/her attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Seeks out new ideas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is willing to give and receive appropriate assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

B. INTERPERSONAL RELATIONSHIPS.	S	NI	U	NA/ NO
1. Relationships with students, colleagues and parents are positive and professional.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Shows consistent interest in students' academic and social growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

SUMMARY

EVALUATOR'S NARRATIVE REMARKS:

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

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

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

MEETS OR EXCEEDS EXPECTATIONS NEEDS IMPROVEMENT UNSATISFACTORY

EVALUATOR: _____ TEACHER: _____
Signature Signature

Date _____ Date _____

APPENDIX E

**ALLEGAN PUBLIC SCHOOL DISTRICT
GUIDELINE
PROBATIONARY TEACHER**

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

Teacher _____ Date Received by teacher _____

Building _____ Position _____

School Year _____ Probationary Year: Circle one: 1st 2nd 3rd 4th

Principal _____

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

SUBJECT MATTER CONTENT

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

MANAGEMENT

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

RELATIONSHIPS

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

APPENDIX F

ALLEGAN PUBLIC SCHOOLS

Tenure Teacher

Individualized Development Plan (IDP)

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

Teachers Name _____ Date _____

Building/Department _____ Assignment _____

Date of Hire: _____ Date of last completed evaluation: _____

All items below must be completed:

Specific area(s) in the last evaluation where performance was rated "unsatisfactory":

Performance standard(s) which must be attained to correct deficiencies:

Plan to be followed for achieving performance standard(s) thereby correcting deficiencies:

Assistance to be provided by the school district to achieve these performance standard(s):

Timeline for evaluation of performance standard(s) thereby correcting deficiencies:

Administrator's Signature

*Teacher's Signature

Date

Date

Distribution: Teacher, Evaluator, Personnel File

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

LETTER OF UNDERSTANDING #1

Between the

Allegan Public Schools

And the

Allegan Education Association

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

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

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

For the Allegan Public Schools

Kevin R. Harnen

Dated: 11/15/07

For the Allegan Education Association

Christie Robinson

Dated: November 15, 07

LETTER OF UNDERSTANDING #2

Between the
Allegan Public Schools
And the
Allegan Education Association

RE: Elementary Preparation Time Committee

The Allegan Public Schools, hereafter referred to as the "District" and the Allegan Education Association, hereafter referred to as the "Association" mutually agree to the following:

1. The District and Association shall form a study committee composed of four (4) representatives chosen by the Association and four (4) representatives chosen by the District to review the elementary schedule and the elementary need for additional teacher planning time.
2. The study committee shall meet in October 2007 to schedule meetings and begin the study of additional elementary planning time possibilities.
3. The committee report shall be presented to District and Association representatives by May 1, 2008.

For the Allegan Public Schools

Kevin R. Hamon

For the Allegan Education Association

Christa Johnson

Date:

11/15/07

LETTER OF UNDERSTANDING #3

Between the

Allegan Public Schools

And the

Allegan Education Association

RE: 2008-2009 Calendar

The Allegan Public Schools, hereafter referred to as the "District" and the Allegan Education Association, hereafter referred to as the "Association", mutually agree to the following:

4. The District and Association shall form a committee of not more than three (3) representatives from the District and three (3) representatives from the Association to develop the 2008-2009 school calendar.
5. The District and Association shall agree upon the 2008-2009 calendar by May 1, 2008.
3. This Letter of Understanding shall neither set a precedent nor establish a practice.

For the Allegan Public Schools

For the Allegan Education Association

Kevin R. Hamer

Christie Robinson

Date:

11/15/07

LETTER OF UNDERSTANDING

Between the
Allegan Public Schools
And the
Allegan Education Association

RE: Clarification of APPENDIX A - Level Advancement Process

The Allegan Public Schools, (hereinafter referred to as the "Employer" or "District") and the Allegan Education Association, (hereinafter referred to as the "Association"), mutually agree to the following:

- 1) The Employer and Association recognize that the current language in APPENDIX A (Number 1. on page 33) of the 2007-09 Agreement is unclear. Since this provision controls the correct column for placement on the salary schedule based on degree(s) and additional semester hours earned, the Parties wish to clarify this provision.
- 2) The standard procedure for advancement to another level (column) on the salary schedule has been for a teacher to provide to the Employer's business office an official transcript documenting additional semester hours and/or degree(s) earned.
- 3) If the documentation was presented prior to September 1st and/or January 15th each year, the Employer would advance the teacher to the appropriate level and step on the Salary Schedule after the deadline date.
- 4) The Employer and Association are clarifying provision Number 1 on page 33 by declaring that this common procedure (number 2 above) is the agreed upon practice for all teachers who wish to move to another column on the Salary Schedule in the future.
- 5) This letter shall become effective upon execution by the Parties and remain valid until June 30, 2009.

For the Allegan Public Schools

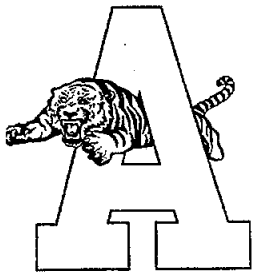
For the Allegan Education Association

Kevin R. Hanon

Christie Robinson

Dated: 11/16/07

Dated: November 16, 07



Allegan Public Schools

2007-2008

August 2007

			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

			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					

February

						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					

May

				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

									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

										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									

March

										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

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

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 2008

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

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								

- Start and end dates for students
- ▨ No School
- Teachers Only

September

4 First Day of School for students

October

9 Staff only - Professional Development
10-11 Parent/Teacher Conferences (High School)

November

6-8 Parent Teacher Conferences (MS & Elementary)
9 Staff only - Professional Development
22-23 No School - Thanksgiving

December

24 Christmas Break Begins (Dec. 24 - Jan 4)

January

7 School Resumes
16-17 Parent/Teacher Conferences (High School)
21 Staff Only - Prof. Development/Records Day

February

26-28 Parent/Teacher Conf. (Middle School/Elem)
29 No School - Midwinter Break

March

3 No School - Midwinter Break
4 Staff Only - Prof. Development/Records Day
21 No School - Good Friday

April

7-11 Spring Break
16-17 Parent/Teacher Conferences (High School)

May

1 Staff only - Professional Development
26 No School - Memorial Day
29 Last Day of School for Students (Graduation)
30 Staff Only - Records Day