



MASTER AGREEMENT

BETWEEN

**MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY
BOARD OF EDUCATION**

AND

**MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY
EDUCATION ASSOCIATION**

JULY 25, 2022 – JUNE 30, 2023

JULY 1, 2023 – JUNE 30, 2024

JULY 1, 2024 – JUNE 30, 2025

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MASTER AGREEMENT

(2022-2025)

This Agreement is entered into this 25th day of July, 2022, by and between the Marquette-Alger Regional Educational Service Agency, Marquette, Michigan (the "Agency") and the Marquette-Alger Education Association, a chapter of the MEA/NEA (the "Association").

The Board and the Association recognize and declare their mutual aim to provide quality service as well as quality education for the learners of the Marquette-Alger Regional Educational Service Agency and the areas that the Agency serves.

It is their mutual belief that the quality of services provided by the Agency staff directly impact the learning outcomes for all learners.

Educators are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

The parties have a statutory obligation, pursuant to the Michigan Public Employment Relations Act, as amended, to bargain as to hours, wages, terms and conditions of employment.

The parties have reached certain understandings which they desire to confirm in this Agreement.

This Agreement is in effect from July 25, 2022 to June 30, 2025.

THEREFORE, the "AGENCY" and the "ASSOCIATION" agree to the following:

Article 1 – Recognition and Definitions

A. The Agency recognizes the Association as the exclusive bargaining agent for all Teachers and Consultants who perform services on a regular basis for the Agency. This may include the following positions:

- Classroom Teachers (Early Childhood, K-12, Transition);
- Special Education Teacher Consultants as defined by MDE;
- Behavior Consultants with an MDE endorsement;
- Education Consultants in the areas of Visual Impairments, Hearing Impairments, Autism, and Behavior
- Mobility and Orientation Consultants with an MDE endorsement;
- Licensed School Social Workers;
- Licensed School Psychologists;
- Licensed mental health service providers in the position of Mental Health Specialist;
- Licensed Speech Language Pathologists;
- Licensed Physical Therapists;
- Licensed Occupational Therapists;
- Licensed RNs, LPNs, and NPs as Health Resource Advocates;
- Early Childhood Specialists who meet GSRP Requirements,
- Assistive Technology Consultants;
- Literacy Consultants with a valid Teaching Certificate;
- Math Consultants with a valid Teaching Certificate;
- Health Education Consultants;
- McKinney-Vento Consultants;
- Nutrition Consultants;
- Instructional Technology Integration Consultants;
- Technology Support Consultants

The following positions are excluded from the bargaining unit represented by the Association: Superintendent, Deputy Superintendent, Chief Financial Officer, Assistant(s) to the Superintendent, Executive Director(s), Director(s), Coordinator(s) for Monitoring and Data Compliance, Staff Supervisor(s), Business Office Manager(s), Information Systems Specialist(s), Grants Specialist(s), Payroll & Benefits Coordinator(s), Early Middle College Coordinator(s), Network/Systems Specialist(s), other central administrative staff, therapy assistants, and new non-affiliated positions similar to those listed above. In addition, the following groups of employees are excluded from the bargaining unit represented by the association: individuals employed through the State Performance Plan & Implementation Grant, employees represented by other bargaining units, temporary employees, and substitutes.

- “Employee” or “Bargaining Unit Employee” refers to all members of the bargaining unit;
 - “Teacher” refers to any member of the bargaining unit who is covered under the Teachers’ Tenure Act;
 - “Consultant” refers to any bargaining unit employee who is not covered under the Teachers’ Tenure Act.
 - “Probationary consultant” refers to any consultant with up to four (4) consecutive, full school years of employment with the Agency, regardless of their length of employment in another district.
 - “Senior consultant” refers to any consultant with more than four (4) consecutive, full school years of employment with the Agency.
- B. As used in this Agreement, the terms “Employer,” “Agency,” or “Board” refer to the Marquette-Alger Regional Educational Service Agency, unless otherwise specifically stated.
- C. As used in this Agreement, the terms “teacher”, “consultant”, “employee”, or “member” refer to members of the described bargaining unit unless the context requires otherwise.
- D. “Year” or “school year” as used in this Agreement means July 1 through June 30 unless otherwise specifically stated. “Days” as used in this Agreement refer to calendar days unless otherwise specifically stated.

Article 2 - Association and Employee Rights

- A. Pursuant to the Michigan Public Employment Relations Act, employees of the Agency shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the Michigan law, the Board will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, such as rates of pay, wages, hours of employment, or other conditions of employment, by reason of membership in the Association, participation in any Association activities or collective professional negotiations with the Agency, or institution of any grievance, complaint or proceeding under this Agreement or otherwise as to any terms or conditions of employment.
- B. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights they may have under the Michigan Revised School Code or other applicable laws and regulations. (The rights granted to employees in this Agreement shall be deemed to be in addition to those provided elsewhere.)
- C. Each employee shall have the right upon request to review the contents of their personnel file in accordance with the Bullard-Plawecki Employee Right to Know Act, Board Policy and other applicable law. A representative of the Association may, at the employee’s request, accompany the employee in this review.
- D. An alleged violation of Michigan or federal laws (including Constitutions) is not subject to the grievance process. Instead, that alleged violation may be processed through judicial or administrative enforcement of the law(s) in question.

- E. The Association and its representatives shall have the right to use the Agency Administration Building Conference Rooms when available during nonworking hours for meetings, provided that when special custodial service is required, the Agency may make a reasonable charge for that use.
- F. Duly-authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in the Agency Administration Building at reasonable times, provided that this privilege does not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.
- G. The Association shall have the right to use office facilities and equipment not otherwise in use and must conform to the Agency "Acceptable Use Policy." The Association shall pay for the cost of all materials and supplies incidental to such use.
- H. The Association shall have the right to post notices of Association concern on its bulletin board in the Agency Administration Building Office. The Association may use the MARESA internal mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- I. The Association leadership (i.e., president, vice-president, secretary, and treasurer) will be granted a combined total of five (5) days per contract year to be used for Association business, excluding collective bargaining agreement negotiation sessions. The Association will notify the Superintendent or designee, at least three (3) days before the use of the day(s), as to the individual who will represent the Association. The Association shall reimburse the Agency on a current basis those sums paid to the Office of Retirement Services for Association release time.
- J. The Association and the Agency recognize and acknowledge the importance of open communication in maintaining mutually supportive and constructive labor and employment relationships.

Article 3 - Board's Rights Clause

The Board, on its own behalf and on behalf of the electors of the Agency, retains and reserves unto itself without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, or permitted, by the laws and the Constitutions of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right to:

- A. The executive management and administrative control of the Agency and its properties and facilities, to determine the location or relocation of its facilities and operations, including the establishment or relocation of buildings, offices, departments and other facilities and operations, to determine financial policies including all accounting procedures, to determine matters pertaining to public relations, to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and to determine the size of the work force;
- B. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion, to promote and transfer employees, and to establish, amend, and enforce policies, procedures and work rules, including but not limited to rules concerning discipline and concerning possession or use of alcohol, drugs, or other controlled substances;
- C. Determine goals and objectives for the Agency, as well as policies affecting educational, consulting, and other Agency programs and services, to determine the supplies and equipment for Agency operations and to determine the methods and processes of carrying on the work of the Agency, to establish, alter, and/or terminate programs and educational, consulting, and other services, and to decide upon the means and methods of instruction, consultation, and provision of other services, and the selection of textbooks and teaching, consulting, and other materials and aids;
- D. Determine schedules, hours of instruction, and performance of services, the duties, responsibilities, assignments and other activities of employees, and other terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such specific and express terms conform with the Constitutions and laws of Michigan and the United States. Employees will be provided access to Board policies through the Agency's website.

Article 4 - Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operations of the Agency and the avoidance of disputes that threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association will not, directly or indirectly, engage in any strike and the Employer will not institute a lockout, as provided by the Public Employment Relations Act.

Article 5 - Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and the Association. This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. This Agreement sets forth the parties' full and entire understanding as to the matters expressed herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall be applied to all employees without unlawful discrimination.
- E. Copies of this Agreement shall be printed at the expense of the Agency and presented to all new bargaining unit employees upon hire and the Association leadership (i.e., president, vice-president, secretary, and treasurer).

Article 6 - Negotiation Procedures

- A. A reasonable time before expiration of this Agreement and not later than March 1st, upon request of either party, negotiations will be undertaken for a successor Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the Agency service area. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals in the course of negotiations.

Article 7 – Individual Contract of Employment

- A. Every bargaining unit employee is required each school year to sign an individual contract of employment and every such contract shall state: "This contract is subject to a collective bargaining agreement negotiated by the Board and the exclusive bargaining representatives of Education

Association employees employed by the Board. The terms of the collective bargaining agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms.”

- B. Any individual contract between the Agency and the individual employee shall be subject to and consistent with this Agreement and shall be expressly made subject to the terms of this or subsequent Agreements, as to mandatory subjects of bargaining. If an individual contract contains any language pertaining to mandatory subjects of bargaining that is inconsistent with this Agreement, this Agreement for its duration, shall control to the extent of such conflict or inconsistency.
- C. To enable bargaining unit employees to make employment decisions in the best interest of their families, the Agency will communicate contract status for the upcoming contract year to bargaining unit employees by the end of the second full work week of May. While this notice of contract status will be based on information known to administration at the time, the parties acknowledge that circumstances may change before or during the upcoming contract year which may result in a change. Bargaining unit employees shall notify the Agency of their intent to accept or reject their contract as communicated by the end of the third full work week of May.
- D. Individual employment contracts will be offered at the following levels based on local district needs and/or funding availability: 181 Day Contract, 185 Day Contract, or 200 Day Contract.

Article 8 - Professional Grievance Procedure

A. Definition

A claim or complaint by a bargaining unit employee or a group of bargaining unit employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

For the purposes of this Agreement, “business day” is defined as any day on which the Agency administrative offices are open.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. These proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. Grievance Procedure

Other than for matters subject to the procedures specified, where recourse is available through another remedial procedure or forum established by law or by regulation having the force of law, this Grievance Procedure is the sole means for settlement of disputes concerning application or interpretation of this Agreement which are not resolved between the bargaining unit employee and the Administrator/Supervisor. Employees and the Association (“grievants”) are required to follow this procedure for any grievance which they wish to have addressed.

Any grievance must be presented as soon after the occurrence or nonoccurrence of the event upon which the grievance is based, or after the occurrence or nonoccurrence comes to the attention of the grievant, as is reasonably possible without interruption of work. The term “occurrence or non-occurrence” is defined as the time at which such action is effectively taken by the Board or Administration notwithstanding that actual implementation of such action may take place at some future date.

To become the basis for a claim, the grievance must be presented at Step 1 using the Grievance Report Form found in Appendix D within twenty (20) business days after the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or nonoccurrence. In no event shall the grievance be presented more than twenty (20) business days from the date of such occurrence or nonoccurrence.

An individual employee may present a grievance and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. A class action grievance is appropriate only if it involves more than one (1) bargaining unit employee.

This procedure shall not be construed to limit the right of any bargaining unit employee with a complaint to discuss the matter informally with any appropriate member of the administration or proceeding independently without recourse to the grievance procedure. Step 1 of the grievance procedure would be initiated if no resolution is reached between administration and the employee or Association regarding the occurrence or nonoccurrence.

Grievances will be presented in the following steps:

D. STEP 1 – Immediate Supervisor

1. Within twenty (20) business days of the alleged violation the employee must submit a Grievance Report Form to their immediate supervisor, having fully completed Step 1 items A, B, and C of the form. The written grievance shall contain the following: (1) the section or subsections of this Agreement alleged to have been violated; (2) a synopsis of the facts giving rise to the alleged violation; (3) the date(s) of the alleged violation; (4) the relief requested; and (5) signature of the grievant. No Grievance Report Form may contain more than one grievance.
2. The immediate supervisor shall establish a meeting date with the employee and Association representative within four (4) business days of receiving the completed Grievance Report Form.
3. The immediate supervisor shall complete Step 1.D of the Grievance Report Form (i.e., Disposition by Supervisor) and provide a copy to the grievant within three (3) business days of the meeting.
4. The grievant will complete Step 1.E of the Grievance Report Form (i.e., Position of Grievant and Association) and provide a copy to the immediate supervisor within three (3) business days of receipt of the Disposition by Supervisor.
5. If the alleged violation is not resolved between grievant and the immediate supervisor in Step 1, the grievant may continue to Step 2 by providing his/her written response to the Superintendent within three (3) business days of receipt of the Disposition by Supervisor.

E. STEP 2 - Superintendent

1. The Superintendent must complete Step 2.A of the Grievance Report Form upon receipt and establish a meeting date with the grievant and Association representative within seven (7) business days of receiving the appeal.
2. The Superintendent shall complete Step 2.B of the Grievance Report Form (i.e., Disposition by the Superintendent) and provide a copy of the Grievance Report Form to the grievant and the Association representative within seven (7) business days of the meeting.
3. Within five (5) business days of receipt of the written Disposition by the Superintendent, the grievant will complete Step 2.D of the Grievance Report Form (i.e., Position of Grievant and/or Association) and provide a copy to the Superintendent.
4. If the grievance is not resolved at Step 2, the Association within five (5) business days of receipt of the written Disposition by the Superintendent, may submit a written appeal to the Board for a hearing with a committee comprised of three (3) members of the Board.

F. STEP 3 – Board Committee

1. An individual grievant shall not have the right to process a grievance at Step 3.

2. Within fifteen (15) business days of receipt of the written request, the Board Committee shall meet with the Association representative.
3. The Board Committee shall submit a written disposition per the Grievance Report Form (Step 3.B) to the Association representative within ten (10) business days of the meeting.
4. If the Association is not satisfied with the disposition at Step 3, it may within ten (10) business days after the receipt of Disposition by the Board Committee refer the matter for mediation to the Michigan Employment Relations Commission and request the appointment of a mediator to hear the grievance.

G. STEP 4 - Mediation

1. Each party shall submit to the other party not less than three (3) business days before the mediation meeting, a prehearing statement alleging facts, grounds, and defenses which will be at issue. Neither party may raise a new defense or ground at the mediation session not previously raised or disclosed to the other party.
2. The mediation will be conducted by a mutually agreed upon mediator.
3. Either party may request that the grievance be moved out of the mediation stage and into arbitration if either party perceives that the mediation stage has become stalled or delayed.
4. Neither party shall be bound by the mediator's decision or recommendation; however, the parties' intent is to encourage the fullest degree of friendly and cooperative relations between the employer and the employees.

H. STEP 5 – Arbitration

1. If the Association is not satisfied with the outcome of the grievance at mediation, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the Association shall, within ten (10) business days following the conclusion of mediation at STEP 4, file a written demand for arbitration in accordance with the rules of the American Arbitration Association and serve the demand upon the Agency within the same ten (10) business day interval.
2. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
3. All arbitration proceedings are subject to and will be conducted pursuant to the Uniform Arbitration Act, MCL 691.1681 et seq.
4. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall have no power to rule on any of the following:
 - a. Termination of services or failure to reemploy any probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedure specified in the Teachers' Tenure Act.
5. Both parties are bound by the award of the arbitrator so long as it is within the scope of his/her authority as set forth above. Judgment may be entered in any court of competent jurisdiction.
6. The fees and expenses of the arbitrator shall be borne by the unsuccessful party.
7. All claims to back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of back pay. No decision in one grievance shall require a retroactive

wage adjustment to any other employee. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.

8. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
9. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until they have first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. If the arbitrator determines that they are without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
10. Notwithstanding any other provision in the Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

I. Miscellaneous Conditions

1. Any grievance not appealed to the next step of the grievance procedure as specified herein, shall be considered closed.
2. If no disposition is made by the Employer during the time period specified, the grievance will move to the next step.
3. While time limits are to be strictly construed, any time limits in this Grievance Procedure may be extended by mutual agreement of the parties confirmed in writing.
4. A bargaining unit employee who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose upon approval of the immediate supervisor.

Article 9 – Fitness-for-Duty: Medical Certification and Medical Examination

- A. Medical certification may be required by the Employer in its sole discretion. As used in this Agreement, medical certification means verification by a duly-licensed physician, or other medical personnel acceptable to the Employer, that they performed a medical examination of the employee (or family member) and that the employee has the medical ability to perform his/her essential job functions or that they found demonstrative symptoms substantiating the employee's inability to perform the essential job functions of their assignment or otherwise substantiating the medical opinion given. The medical certification must include the physician's diagnosis for the employee and, for family members, must include the serious health condition, together with the medical facts supporting the certification (as defined and required by the Family and Medical Leave Act), and the need for the employee's absence from work (assistance for basic medical or personal needs, safety, transportation, or psychological comfort). Any requirement in this Agreement for medical certification includes medical recertification(s) in accordance with Section 825.308 of the Family and Medical Leave Act. Medical certification(s) will (unless otherwise specifically provided) be at the employee's expense and will be retained in the employee's confidential medical file. If the Employer requires additional medical certification(s), the additional medical certification(s) will be paid for by the Employer.
- B. Medical examination as used in this Agreement means physical and psychiatric/psychological examination to establish or reestablish the employee's ability, or inability, to perform the essential functions of their assignment.
 1. If the Employer reasonably believes that an employee is not physically or mentally able to perform their duties, the Employer may require the employee to undergo a Medical Examination

in accordance with these provisions. A doctor's verification of illness/injury may also be required of an employee who has missed more than four (4) days of work in a thirty (30) calendar day period due to illness/injury.

2. If the Employer reasonably believes that an employee is misusing sick leave, a doctor's verification of illness/injury may be required of the employee.
3. The Employer shall indicate in writing the reason(s) for requiring an examination or verification, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform their duties.
4. The examination or verification will be conducted by the employee's personal doctor, and will be paid for by the employee.
5. The doctor shall provide the Employer with their conclusion regarding whether the employee is able to perform their essential job functions, as well as any finding of any medical or psychological condition which is related to the employee's ability to perform their duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform their essential job functions.
6. If the Employer contests the findings and conclusion of the doctor, the Employer shall have the right to require the employee to be examined by a doctor selected by the Employer, at the Employer's expense. The employee shall provide consent for the release of the examination results of this doctor, to the extent specified in B(5) above.
7. If there is conflict between the opinions of the two doctors, either the employee or the Employer has the right to require a third opinion. The third doctor shall be mutually selected by both parties, or if they are unable to agree, ask that the two medical examiners agree on a third qualified and disinterested medical examiner for the purpose of making a further Medical Examination of the employee for the same purposes and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor or the employee's doctor.
8. The employee shall not lose pay or sick leave for work time lost during the medical examination.
9. The employee shall receive a complete copy of all doctor's reports or findings. To protect the employee's privacy rights, the employee shall determine whether to provide the Employer with copies of the doctor's reports and findings, except for the information that is required to be provided under subsections "5" and "6" above.
10. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.
11. This provision is not intended to restrict any of the Employer's or employee's legal rights, including rights pursuant to the Michigan Worker's Disability Compensation Act.

Article 10 - Sick and Personal Leave

- A. At the beginning of each School Year, each employee who has signed a contract to work for the Agency for the Year (July 1 through June 30), shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the employee or immediate family. Employees who are on paid sick leave, being paid in full for each day from their accumulated paid sick leave allowance, will continue to accrue paid sick leave; an employee who is on workers compensation leave, rather than paid sick leave, will not accrue additional paid sick leave while on such workers compensation leave. Immediate family is to be defined as follows: parent, step-parent, sibling, spouse, child, son-in-law, daughter-in-law, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a member of the employee's household. The unused portion of this allowance shall accumulate from year to year to a maximum of 180 days.
- B. If an employee is separated from employment before the end of the fiscal year (i.e., before June 30)

and has exhausted their accumulated sick leave, a deduction from the employee's final check will be made for any used sick leave days that were advanced during that fiscal year and that are in excess of the sick leave days that would have accumulated during that fiscal year based on an allocation of one (1) per month worked during the school year (i.e., September through June), up to and including the month of the employee's separation. If the amount of remaining wages is insufficient to cover the cost of the advanced sick leave time, the employee will remit payment in full for any deficient amounts within thirty (30) calendar days of the last day worked.

- C. An additional day of sick leave allowance per employee shall be placed in a sick leave bank that will be jointly administered by the Agency and the Association with a maximum accumulation to 100 days. Any employee who has exhausted their sick leave may request additional days through this Sick Leave Bank.
- D.
 1. Employees may access a copy of the Agency's current Family and Medical Leaves of Absence ("FMLA") Policy on the Agency's website.
 2. For an eligible employee unable to work because of an FMLA qualifying serious health condition (or when the employee is needed to care for a spouse, child, or parent due to such individual's serious health condition), sick leave pursuant to this Agreement and FMLA Leave shall run concurrently.
 3. Employees continuing on FMLA leave following exhaustion of their accumulated sick leave allowance may continue their FMLA leave in accordance with the Agency's FMLA Policy, including the requirement that the employee use earned personal leave during such FMLA leave. Should the employee have any remaining accumulated sick leave upon exhaustion of FMLA leave, they may, so long as they continue to be eligible, continue to use such accumulated sick leave after exhaustion of their FMLA leave.
 4. Should the employee exhaust both their FMLA leave and their accumulated sick leave, unpaid leave due to sickness may be extended for up to an aggregate period of one (1) year at the discretion of the Agency. Requests for unpaid leave must be submitted in writing to administration and approved by the Board.
 5. Appropriate Medical Certification will be required by the Agency in accordance with this Agreement, the Agency's FMLA Policy and the law. FMLA leave must be taken in accordance with the Agency's FMLA Policy.
 6. For eligible employees, the Agency will continue payment of the Agency's portion of health insurance premium contributions (including dental and vision, if the employee is otherwise eligible) during FMLA leave to the extent required by the Agency's FMLA Policy and the law.
- E. Any bargaining unit employee who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act shall receive from the Agency the difference between the disability benefits provided by the Michigan Worker's Disability Compensation Act and the employee's regular salary to the extent of the employee's sick leave accumulation. To the extent that the Agency makes payments to a bargaining unit employee for that portion of their salary not reimbursed under the Michigan Worker's Disability Compensation Act, said partial payments shall be charged pro rata against the employee's accumulated sick leave days, until they are exhausted, to allow the accumulated sick leave to supplement worker's compensation benefits. Once sick leave is exhausted, these supplemental payments from the Agency will cease.
- F. An employee absent from work because they have contracted mumps, scarlet fever, measles impetigo, conjunctivitis, lice or bedbugs, scabies, ringworm, chickenpox, or MRSA due to exposure to students in the course of their employment will be paid their daily rate of pay, up to a maximum of thirty (30) contract days, without being charged against the employee's sick leave. If employee continues to be absent from work due to such exposure beyond the above listed thirty (30) contract days, the employee's sick leave will then be charged. If or when the total sick leave is used, the additional days shall be charged against the employee at their daily rate of pay. Such benefits will commence upon receipt of reasonably acceptable Medical Certification. Medical Recertification may be required.

- G. An employee ordered by the Agency or County Health official not to report to work because of epidemic related reasons shall receive their regular rate of pay with no loss of personal or sick leave accruals, up to a maximum of ten (10) contract days per year contract year (i.e., July 1 through June 30). These days will be documented as "Paid Administrative Leave Days."
- H. Two (2) days of leave per year may be granted to each employee for personal business with prior approval of the Superintendent. The unused portion of this allowance shall accumulate from year to year to a maximum of four (4) personal days. Unused personal days above the maximum of four (4) will be rolled over into the employee's individual sick leave bank.
- I. Retired/Rehired and part-time employees will receive pro-rated sick leave only. Part-time contracts provide enough flexibility to allow for other personal needs while still contributing the contracted number of days scheduled.

Article 11 – Bereavement Leave

- A. An employee shall be allowed three (3) working days with pay as bereavement leave days for each death in the immediate family, regardless of when such death may occur. These days will not be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: parent, step-parent, sibling, spouse, child, son-in-law, daughter-in-law, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a member of the employee's household.
- B. The Superintendent may grant additional bereavement leave in special cases. If additional days are granted, they will be deducted from the employee's accumulated sick leave or will be unpaid if the employee has no remaining accumulated sick leave.

Article 12 - Unpaid Leave of Absence

- A. An employee may submit a request for a leave of absence without pay to the Board. Such request shall be in writing and contain an explanation of the reasons for the desired leave. A leave shall not exceed one (1) year. The Board may grant such request and reserves the right to adjust the termination date of any leave granted under this section to conform the same to the beginning of a new semester. The employee shall notify the Agency in writing before acceptance of outside employment, of the nature, terms, and conditions of such employment. Upon return from said leave, a consultant shall be reinstated to their former position or to a position of like nature, seniority, and salary schedule as that held before commencement of the leave. Reinstatement for consultants is subject to the staff reduction provisions of this Agreement.
- B. A leave of absence may be granted of up to one (1) year to any employee who joins the Peace Corps, Job Corps, or engages in a cultural travel or work program related to their professional responsibilities or participates in exchange programs in other states, territories or countries, engages in study at an accredited college or university in a subject area reasonably related to their professional responsibilities, or is engaged in foreign or military teaching programs on a full-time basis, subject to renewal upon written request to the Board.
- C. Leaves for uniformed service will be granted under the conditions required by State and Federal Law.
- D. All leaves of absence may be extended upon written request by the employee and approval by the Board.

Article 13 - Sabbatical Leave

- A. Employees who have been employed with the Agency for seven (7) years may be granted a sabbatical leave for up to one (1) school year, provided the written application is submitted by December 1st of the year preceding the requested leave, and that said request is accompanied by proof of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Agency.

- B. An employee on sabbatical leave shall be considered to be in the employ of the Agency for the purposes of salary schedule placement and seniority only and shall be paid one-half (1/2) their annual salary. An employee will retain, but not accrue, seniority while on sabbatical leave. The Board shall not be liable for death or injuries sustained by the employee while on sabbatical leave.
- C. An employee may elect to purchase, at employee's own expense, continuing medical, dental, and/or vision benefits as permitted by the rules of the insurance carrier.
- D. A consultant, upon return from a sabbatical leave, shall be returned to their former position or to a position of like nature and status (unless the consultant is subject to layoff under the provisions of this Agreement), and shall be placed at the same position on the salary schedule as the employee would have been had the employee worked for the Agency during such a period.
- E. A maximum of one (1) employee per year (full time equivalent) based on seniority will be granted sabbatical leave.
- F. An employee shall not accept outside employment during a sabbatical leave without prior written approval from the Agency.
- G. An employee, upon completion of a sabbatical leave, shall return to the Agency for a period of at least one (1) school year.
- H. An employee not returning to the Agency for reasons other than health upon completion of sabbatical leave, shall reimburse the Agency for all monies received from the Agency during this leave.

Article 14 - Terminal Leave, Service Bonus, and Separation from Employment

- A. Upon retirement from the Agency and upon simultaneously becoming eligible for benefits from the Michigan Public School Employees Retirement System, the Agency shall pay a terminal leave pay equivalent to one-third (1/3) of the daily rate of the individual's salary for each day of accumulated sick leave not to exceed \$6,000. An employee is entitled to this benefit provided they have been employed with the Agency for a minimum of ten (10) total years within this bargaining unit. In case of death, this benefit shall be paid in a lump sum to the survivor designated in writing by the bargaining unit member, in accordance with the Payment of Wages Act.
- B. Upon retirement from the Agency and upon simultaneously becoming eligible for benefits from the Michigan Public School Employees Retirement System, the Agency shall pay a service bonus based on years of employment, not necessarily consecutive, with the Agency. Payments will be made to qualifying employees as follows:

	<u>Service With Agency</u>	<u>Service Bonus</u>
Level I	At least 20 years	\$9,500
Level II	At least 10 years	\$6,000

Service bonus benefits shall terminate upon the death of the retiree as they are not intended as a benefit for survivors.

- C. An employee shall have their service bonus benefits reduced by any amount they receive from Worker's Compensation, Unemployment Compensation, Long Term Disability, or any other income continuation funded directly or indirectly by the Agency.
- D. An employee may continue medical, dental, and/or vision benefits as provided by the rules and regulations of the insurance carrier and to the extent allowed under COBRA.
- E. The employee will not receive terminal leave pay or the service bonus payment until the employee has presented to the Agency proof of retirement from the Michigan Public School Employees Retirement System within three (3) months after the employee has retired from the Agency.

- F. If this plan or parts of it are found to be unlawful for any reason, then this plan will be null and void to the extent that it is unlawful, and all benefits held to be unlawful will cease.
- G. Bargaining unit employees are required to give at least thirty (30) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. Bargaining unit employees who violate this section will be required to pay a liquidated damages fee of \$1,000 to the Agency. Any amount owed by the employee will first be deducted from any remaining wages or severance payments owed by the Agency to the employee. The Agency will invoice the employee for any remaining amount owed. Former bargaining unit employees who violate of this section agree to remit the liquidated damages fee of \$1,000 upon receipt of an invoice from the Agency. This requirement may be waived with approval from the Board.
- H. Upon separation from employment with the Agency, employee will return all Agency property and make a good faith effort to complete all required tasks before their final paycheck is remitted to the employee. Agency property includes the following: Agency-owned technology and cell phones, as well as any associated cases, accessories, and charging cords owned by the Agency; ID badge(s), key cards, and office/desk keys; Agency credit, debit and purchasing cards; parking lot car tag; and all books, materials, and office supplies purchased with Agency or grant funds. The value of Agency property that has been lost or damaged by employee before separation may be deducted from employee's final paycheck. The Agency will invoice the employee for any remaining amount owed.

Article 15 – Special Pay Plan

- A. All special pay plans including but not limited to accumulated sick leave and early notification of retirement incentive will be covered by the 403b/457 Special Pay Plan.
- B. The plan is required (involuntary) for all eligible participants, which include all Agency employees terminating employment with the Agency whether or not they are retiring.

Article 16 – Working Conditions

- A. At the beginning of each School Year, each employee who has signed a contract to work for the Agency for the upcoming contract year will be considered an active employee for that contract year.
- B. General:
 1. Professional responsibilities of the employee demand attendance at professional conferences from time to time. Employees will be reimbursed for expenses (travel, meals, lodging, and registration fee) to attend conferences as mutually agreed upon and pre-approved by the Superintendent or designee.
 2. When in the best interests of the Agency, the Employer will consider job-sharing of a position. It is the responsibility of the Association to present the job-sharing proposal to the Superintendent by April 15th for the following School Year. Requests that do not comply with this deadline may be considered at the option of the Superintendent. The final determination for allowing job sharing rests solely at the discretion of the Superintendent.
 3. A bargaining unit employee's work day will be arranged/approved by their supervisor on an individual basis to better service the constituent districts and Agency educational programs and shall not exceed seven (7) hours and thirty (30) minutes including a thirty (30) minute paid lunch period. The workday commences when the bargaining unit employee arrives at their first work site, which must generally be aligned with the operating hours of the work site.
 4. Due to the diverse needs related to Agency and local school district programs, at the employee's request the length of the instructional and workday may be modified according to need with approval from the employee's supervisor.
 5. Instructional planning time during the workday of 45 minutes for classroom teachers, as conditions allow, will be mutually agreed upon and scheduled on a quarterly basis by the teacher and their supervisor.

C. Inclement Weather Procedure

1. In the event the Agency office or work site is closed, affected bargaining unit consultants with a legitimate reason to work that day due to impending deadlines or scheduled conferences must request authorization from their supervisor before 8:00 a.m. Prior authorization from the supervisor is required. If the supervisor is not available, authorization must be obtained from the Superintendent before coming to the work site. Calendars are to be adjusted accordingly.
2. Teachers are to follow the school calendar for the district in which they are physically located.
3. School Closings

In the event of severe weather, the Superintendent shall consider closing the Marquette-Alger Regional Educational Service Agency administration building. If employees are assigned to building(s) that are closed, they are not required to report. Employees assigned to building(s) that are open are expected to report.

Scheduled days and hours of student instruction which are not held due to conditions not within the control of school authorities, such as inclement weather, utility power unavailability, water or sewer failure, fire, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure instruction as prescribed by Michigan law. Employees shall be excused from reporting for school on those days and hours which are canceled due to the above conditions.

Employees will receive their regular pay for days and hours that are canceled but shall work on the rescheduled days and hours of student instruction with no additional compensation.

Article 17 – Vacancies, Promotions, and Transfers for Consultants

- A. The Agency recognizes that it is desirable in making assignments to consider the interests and aspirations of its consultants. Requests by a consultant for transfer to a different position or classification shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, the position sought, and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Agency.
- B. When vacancies in consultant positions occur during the school year, it may be difficult to fill them from within the Agency without undue disruption of the existing instructional program. If the Superintendent in their judgment so determines, such a vacancy may be filled on a temporary basis until the end of the school year (June 30), at which time reassignment will be reviewed by the Superintendent with the applicant(s) and final disposition made prior to June 15. Temporary positions are not considered bargaining unit positions.
- C. The Agency declares its support of the practice of filling consultant vacancies from within its own staff when it best meets the needs of students and the Agency. Whenever a vacancy in a consultant position arises or is anticipated, the Superintendent shall post notice of such vacancy internally for a period of two (2) business days, and may follow that with a posting for ten (10) calendar days for both internal and external candidates.
- D. Vacancies in consultant positions shall be filled on the basis of the experience, competency, certification/approval, and qualifications of the applicant, and other relevant factors that assist in the identification of the best candidate.
- E. A person hired to fill a temporary vacancy (e.g., to provide coverage during a leave of absence) will be placed on the bargaining unit salary schedule if the Board approves an administrative recommendation for the person to fill the vacancy on a permanent basis. Placement on the salary schedule begins on the effective date approved by the Board.
- F. This Article and the placement of employees refers to consultants only.

Article 18 – Signing Bonus for New Hires

The Agency, at its sole discretion, and upon notifying the Association President, may offer a signing bonus, not to exceed \$5,000, as a hiring incentive for difficult to fill positions as determined by the Agency.

Article 19 – Employee Evaluation for Consultants

Evaluation is a continuous process which will occur throughout the year. Formal observation by the Administration of the work performance of a consultant will be conducted openly and with full knowledge of the consultant. The performance of all consultants will be evaluated in writing. The formal evaluation procedure will not normally be used during the first thirty (30) calendar days of a School Year, or during the first thirty (30) calendar days of employment, and will normally be completed by June 1 of each year. Senior consultants (as defined in Article 1A) should be evaluated at least once every three (3) years. Probationary consultants (as defined in Article 1A) should be evaluated regularly and provided with at least an annual year-end performance evaluation.

A. Formal Evaluation Procedure

Performance evaluations must be based upon a minimum of two (2) observations. If the consultant receives a less than satisfactory performance evaluation, the consultant must be provided with an Individualized Development Plan (IDP) and be evaluated at least annually until IDP goals are achieved.

B. Observation of a consultant's work performance is an ongoing process which may include both formal and informal observations and other information relevant to the consultant's essential job functions.

C. Each consultant shall sign all of their evaluations, it being expressly understood that the employee's signature only acknowledges receipt of the evaluation and does not necessarily mean agreement with the content.

D. A consultant who disagrees with an evaluation or recommendation may submit a written response which will be included with the evaluation or recommendation in the consultant's personnel file.

E. Changes to the consultant evaluation instrument(s) and criteria are at the sole discretion of the Administration. Administration will share with Association officers the updated consultant evaluation instrument(s) when changes are made.

Article 20 – Layoff and Recall Procedure for Consultants

Layoff Procedure

To promote an orderly reduction in personnel when an educational program, curriculum, or staff are reduced or eliminated, the following procedure will be used:

A. Probationary consultants shall be laid off first. A probationary consultant shall not be laid off unless there is a senior consultant who is certified, qualified, and available to perform the duties of the position the probationary consultant is vacating, or unless the position that the probationary consultant is vacating is eliminated.

B. If the reduction of consultants is still necessary, then senior consultants in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, certification, and qualifications except as hereinafter provided. So long as certification and qualifications are relatively equal, and both individuals meet the requirements of the original posting, layoffs made pursuant to this section shall be made in inverse order of seniority, i.e., those with the least seniority as defined in the Seniority Article are to be laid off first.

C. A consultant who is laid off pursuant to this Article has the right to be placed in a position occupied by

the least senior consultant for which the laid off consultant is certified and qualified to displace, provided that the consultant who has been laid off has greater seniority than that individual.

In considering relative qualifications, the Administration will review the consultant's ability to perform the duties of the position in accordance with the requirements of the posting for the position, and all standards established by federal or Michigan law pertinent to the occupation of their assignment.

Recall Procedure

- A. A senior consultant shall be eligible for recall from layoff for a period of one (1) calendar year from the effective date of layoff. Recall status of a laid-off probationary consultant shall be for a period of six (6) months from the effective date of layoff.
- B. Recall of a consultant shall be in the inverse order of layoff, i.e., those laid off last will be recalled first provided the consultant is certified and qualified for the vacant position and meets the requirements of the original posting. Vacancies will not be posted if there is a laid off bargaining unit employee who is certified and qualified to fill that assignment and is available for recall.
- C. The Agency shall give written notice of recall from layoff by sending an email to the consultant's last known email address and a certified letter to the consultant's last known mailing address. It shall be the responsibility of each consultant to notify the Agency of any change in email address or mailing address. The consultant's email and mailing addresses as they appear in the Agency's records shall be conclusive when used in connection with layoff, recall, or other notice to the employee. If the consultant fails to respond within fourteen (14) calendar days from the date of emailing/ mailing of the Agency's written notice of recall or within fourteen (14) calendar days after the Agency's notice of recall has been returned as being undeliverable, and unless an extension is granted in writing by the Agency, such consultant shall be considered a voluntary quit and shall terminate their individual employment contract and any other employment relationships the employee may have had with the Agency.

Upon recall to a position, bargaining unit employees shall be entitled to all accumulated sick leave benefits and seniority earned before that layoff.

A laid-off consultant shall upon written application be granted priority status on the Agency's substitute list. Substitute work performed by a laid-off consultant is paid at the substitute rate as determined by Agency procedure; the terms of this Agreement do not apply to their position as a substitute.

No probationary employee will be recalled to an assignment in preference to a senior employee, where both are certified and qualified for the assignment, except when required by the Teachers' Tenure Act.

Bargaining unit employees recalled to work for which they are qualified are obligated, in absence of a written agreement by the Employer, to take such work provided: 1) a laid-off full-time employee is offered full-time work, or 2) a laid off part-time employee is offered part-time work. Any bargaining unit employee who declines recall to such work will forfeit any right to recall, including all seniority rights and any rights to benefits pursuant to this Agreement.

A bargaining unit employee may continue their health insurance as established by guidelines and procedures of the insurance carrier and to the extent provided under COBRA.

Article 21 – Seniority

- A. By September 30 of each year, the Employer shall prepare a seniority list. (Bargaining unit employees shall have 30 calendar days to dispute the accuracy/content of the seniority list.) Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work based on the employee's most recent date of hire with the Agency.

Length of service with the Agency shall be defined as a minimum period of one hundred eighty one

(181) days during the twelve (12) month period beginning July 1 and ending June 30. In determining length of service with the Agency, employees working less than 181 days (half year of service = 90.5 days) will be pro-rated based on the amount of time worked during that year.

If employment is less than full-time, seniority shall accrue on a pro-rata basis. Retired/rehired part-time employees shall not accrue seniority.

Employees on administrative leave or a leave of absence, other than uniformed service, as defined in other articles of this Agreement, shall retain but not accrue seniority.

- B. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as above defined. In the circumstance of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association representatives to be in attendance.
- C. When a bargaining unit employee is placed in an administrative position, seniority which the employee possessed while in the bargaining unit will be retained. Bargaining unit seniority does not accrue while in an administrative position.
- D. All seniority is lost when employment is severed by resignation, retirement, and discharge (unless reversed in the grievance or tenure proceedings). In case of layoff, bargaining unit employees so affected shall not accrue seniority during the period of layoff but shall retain all seniority accumulated as of the effective date of layoff.

Article 22 – Employee Protection

- A. A bargaining unit employee may use reasonable physical force upon a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning and only for the limited purposes identified in Revised School Code section 1312.
- B. The Agency will encourage school authorities to endeavor to achieve improvement of student behavior through appropriate interventions and support.
- C. Any case of assault by a student shall be promptly reported to the Agency or its designated representative and to the local school district administrator. The Agency may advise the employee of their rights and obligations as to the assault and will render reasonable assistance to the employee.
- D. If any employee is sued for acts or conduct arising out of the course of employment and within the scope of the employee's authority and the employee has acted consistent with Agency and school district policy, legal defense will be provided to the extent specified in the Agency's insurance policies. The Agency will render necessary and reasonable assistance in the disposition of that claim.
- E. The Agency may reimburse an employee for any loss, damage, or destruction of clothing or personal property of the employee arising out of their employment and not due to any fault, negligence, or carelessness of the employee. Any claim pertaining to this part of the Agreement shall be submitted to the Superintendent. If no agreement is reached, the Association President and the Superintendent shall review the claim. If the claim is not resolved, a third party mutually agreed upon, shall render a binding decision within the limits of the Agency's insurance policies.
- F. If any question of breach of a bargaining unit employee's professional ethics is being investigated, the Association shall be notified.
- G. Each member of the Agency's *Early On* team who provides home visits to families on a frequent, regular basis will be issued an Agency work cell phone. Other bargaining unit employees may also be issued an Agency work cell phone upon approval by Administration. These cell phones are exclusively for the purposes of work-related communications and tasks.

In general, Agency work cell phones should not be used when they could pose a security or safety risk, or when they distract from work tasks. Cell phones are not to be used:

- while driving or operating equipment,
- for streaming or gaming, or
- for personal tasks.

Improper use of Agency work cell phones may result in disciplinary action. Cell phone usage for illegal or dangerous activity, for purposes of harassment, or in ways that violate confidentiality policies and laws may result in loss of cell phone privileges.

The Agency's network and internet acceptable use policies apply to these cell phones.

Article 23 – Professional Improvement

- A. The salary schedule is designed to provide additional compensation to employees who engage in a program of professional improvement. Before taking graduate hours which are intended for advancement on the salary schedule, the employee and the superintendent or their designee will meet to discuss the employee's professional growth, including their advanced degree intentions and coursework contemplated. Only hours related to the employee's assigned responsibilities approved in advance and earned after completion of the indicated degree from an accredited college or university, will normally be counted toward advancement horizontally on the salary schedule. To be credited the employee must have completed the course satisfactorily (grade "B" or better or "Pass"). An employee who has earned sufficient qualifying credits to change their position on the salary schedule must present a transcript documenting the change by August 25th for the change to be effective at any time during that School Year. (Exceptions may be made provided the employee can establish they made a diligent effort to obtain either a transcript of their credits or a Registrar Letter of Completion and has notified the Superintendent by August 25th.)
- B. An employee who requests permission to present at a state or national conference as a representative of the Agency shall first secure written permission from the Superintendent. Invitations for presentation at an international conference must have prior Agency approval. The employee shall identify cost to the Agency and any remuneration they may receive for presenting shall be disclosed at the time of request. Before submission of the written request, the employee shall receive approval from the supervisor. The Agency may grant all or a portion of the expenses/days requested.

Article 24 – Professional Behavior - Consultants

- A. The Association recognizes that abuse of sick leave or other leaves, tardiness or absence, deficiencies in professional performance, and other actions that may subject a consultant to discipline, reflect adversely upon the Agency's mission and can create undesirable conditions. Disciplinary actions and alleged violations of the Agency Staff Ethics Policy will be promptly reported to the offending consultant. In disciplining consultants, the principles of progressive discipline will be followed, the degree of discipline dependent upon the severity of the offense, with discipline for minor offenses commencing with verbal and written reprimand(s) prior to suspension or discharge.
- B. No senior consultant will be dismissed without just cause. Probationary consultants will not be dismissed for an arbitrary or capricious reason.

Article 25 – Code of Ethics

Staff will abide by the Agency Staff Ethics Policy.

Article 26 – Salary

- A. The minimum days / minimum hours for classroom teachers comply with the current Revised School Code and State School Aid Act. If the Michigan Department of Education changes the number of days/hours for teacher instruction, the Agency will adjust individual teacher contracts.

The minimum days / minimum hours for other bargaining unit members will also be in accordance

with the current Revised School Code and State School Aid Act.

- B. All employees shall be paid pursuant to the attached salary schedules in this article. All scheduled pay increases shall be effective for all employees on July 1 of each year of this Agreement. This provision shall not be construed to permit retroactive pay increases for a successor Agreement not ratified by both parties by July 1.
- C. Salaries shall be paid bi-weekly, though occasional adjustments may be required.
- E. On the following schedules, a “step” is determined by a full Year worked with the Agency as of the date indicated. An employee who works at least the equivalent of 0.75 FTE on a 181 Day Contract will progress to the next step on July 1. For an employee who works less than the equivalent of 0.75 FTE on a 181 Day Contract, their work year credit will be calculated to the nearest tenth (1/10th) of a year, and they will progress to the next step after the year in which they achieve the equivalent of one (1) full year.

A new employee with no related experience will be placed on step 1 of the schedule. A new employee with related experience will be placed on a step according to their verifiable, related work experience. Step placement for new hires will be capped at step 7. Step placement may exceed step 7 for new hires in difficult to fill positions as determined by the Agency. The Superintendent will make the final determination as to step placement for new employees.

Part-time employees not contributing to MPSERS due to retirement will be placed on Step 13 of the appropriate educational credit column in the applicable year’s salary schedule. Retired/rehired employees do not advance into the longevity steps on the salary schedule.

- F.
 - 1. The Employer will directly deposit the employee’s wages in a bank, credit union, or savings & loan association acceptable to the Employer. Each employee will provide to the Agency written consent for direct deposit, as well as the required information about their designated financial institution and account.
 - 2. Except for deductions required or expressly permitted by law or by this Agreement, the Employer will not deduct from the wages of an employee any amount without the employee’s full, free, and written consent. Employees may, through written authorization for payroll deduction, authorize deductions from their wages, with remittance to plans or programs acceptable to the Employer and Michigan Retirement Investment Corporation (MRIC). Such deductions will be made as provided in the written authorization delivered to the Agency business office. Bargaining unit employees will not normally be permitted to make more than a total of two (2) deduction changes per year.
- G. An employee may “cash in” unused sick and/or personal leave at their daily rate not to exceed \$400 per day or their deductible amount per year. This “cash in” must be contributed to the Agency provided health savings account for each employee and will be offered at the beginning of each calendar year. For the first full year of hire and beyond, sick and/or personal days may be cashed in by an employee provided their remaining paid time off days (i.e., sick or personal) are equivalent to a minimum of one-half (1/2) of a year’s allocation of sick days (i.e., five (5) days). Employees should make an effort to accumulate sick days for medical appointments, and unforeseen illness/medical issues.
- H. The Agency will remit a one-time off-schedule payment to each bargaining unit employee who is actively employed by the Agency in September 2022. The amount of the off-schedule payment will be as follows:
 - \$2,000 to each bargaining unit employee on salary steps 1-13
 - \$1,000 to each bargaining unit employee on salary steps 14 or greater

The off-schedule payment will be made to each eligible employee no later than September 30, 2022. Part-time employees will receive a pro-rata share of the one-time off-schedule payment amount.

**Marquette-Alger RESA
2022-2023 MEA Salary Schedule for 181 days**

Base: \$39,990

Step	BA		BA + 18		MA		MA + 15		ED SP, MSW MA + 30		ED SP+15, MSW+15 MA + 45		ED SP+30, MSW+30 MA + 60	
	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary
1	100%	39,990	105%	41,990	115%	45,989	125%	49,988	130%	51,987	135%	53,987	140%	55,986
2	105%	41,990	110%	43,989	120%	47,988	130%	51,987	135%	53,987	140%	55,986	145%	57,986
3	110%	43,989	115%	45,989	125%	49,988	135%	53,987	140%	55,986	145%	57,986	150%	59,985
4	115%	45,989	120%	47,988	130%	51,987	140%	55,986	145%	57,986	150%	59,985	155%	61,985
5	120%	47,988	125%	49,988	135%	53,987	145%	57,986	150%	59,985	155%	61,985	160%	63,984
6	125%	49,988	130%	51,987	140%	55,986	150%	59,985	155%	61,985	160%	63,984	165%	65,984
7	130%	51,987	135%	53,987	145%	57,986	155%	61,985	160%	63,984	165%	65,984	170%	67,983
8	135%	53,987	140%	55,986	150%	59,985	160%	63,984	165%	65,984	170%	67,983	175%	69,983
9	140%	55,986	145%	57,986	155%	61,985	165%	65,984	170%	67,983	175%	69,983	180%	71,982
10	145%	57,986	150%	59,985	160%	63,984	170%	67,983	175%	69,983	180%	71,982	185%	73,982
11	150%	59,985	155%	61,985	165%	65,984	175%	69,983	180%	71,982	185%	73,982	190%	75,981
12	156%	62,385	161%	64,384	171%	68,383	181%	72,382	186%	74,382	191%	76,381	196%	78,381
13	164%	65,584	169%	67,583	179%	71,582	189%	75,581	196%	78,381	199%	79,580	204%	81,580
	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary
14	\$1,300	66,884	\$1,300	68,883	\$1,300	72,882	\$1,300	76,881	\$1,400	79,781	\$1,400	80,980	\$1,400	82,980
15	\$1,725	67,309	\$1,725	69,308	\$1,725	73,307	\$1,725	77,306	\$1,925	80,306	\$1,925	81,505	\$1,925	83,505
16	\$2,150	67,734	\$2,150	69,733	\$2,150	73,732	\$2,150	77,731	\$2,450	80,831	\$2,450	82,030	\$2,450	84,030
17	\$2,575	68,159	\$2,575	70,158	\$2,575	74,157	\$2,575	78,156	\$2,975	81,356	\$2,975	82,555	\$2,975	84,555
18	\$3,000	68,584	\$3,000	70,583	\$3,000	74,582	\$3,000	78,581	\$3,500	81,881	\$3,500	83,080	\$3,500	85,080
19	\$3,425	69,009	\$3,425	71,008	\$3,425	75,007	\$3,425	79,006	\$4,025	82,406	\$4,025	83,605	\$4,025	85,605
20	\$3,850	69,434	\$3,850	71,433	\$3,850	75,432	\$3,850	79,431	\$4,550	82,931	\$4,550	84,130	\$4,550	86,130
21	\$4,275	69,859	\$4,275	71,858	\$4,275	75,857	\$4,275	79,856	\$5,075	83,456	\$5,075	84,655	\$5,075	86,655
22	\$4,700	70,284	\$4,700	72,283	\$4,700	76,282	\$4,700	80,281	\$5,600	83,981	\$5,600	85,180	\$5,600	87,180
23	\$5,125	70,709	\$5,125	72,708	\$5,125	76,707	\$5,125	80,706	\$6,125	84,506	\$6,125	85,705	\$6,125	87,705
24	\$5,550	71,134	\$5,550	73,133	\$5,550	77,132	\$5,550	81,131	\$6,650	85,031	\$6,650	86,230	\$6,650	88,230
25	\$5,975	71,559	\$5,975	73,558	\$5,975	77,557	\$5,975	81,556	\$7,175	85,556	\$7,175	86,755	\$7,175	88,755
26	\$6,400	71,984	\$6,400	73,983	\$6,400	77,982	\$6,400	81,981	\$7,700	86,081	\$7,700	87,280	\$7,700	89,280
27	\$6,825	72,409	\$6,825	74,408	\$6,825	78,407	\$6,825	82,406	\$8,225	86,606	\$8,225	87,805	\$8,225	89,805
28	\$7,250	72,834	\$7,250	74,833	\$7,250	78,832	\$7,250	82,831	\$8,750	87,131	\$8,750	88,330	\$8,750	90,330
29	\$7,675	73,259	\$7,675	75,258	\$7,675	79,257	\$7,675	83,256	\$9,275	87,656	\$9,275	88,855	\$9,275	90,855
30+*		74,269		76,269		80,268		84,267		88,907		90,106		92,105

*Note: Step 30+ is calculated as a 2% increase from "Step 30" in prior year.

185 and 200 day contracts will be based off of the daily rate of the employee's respective lane and column placement on the 181 day schedule.

**Marquette-Alger RESA
2023-2024 MEA Salary Schedule for 181 days**

Base: \$40,790

Step	BA		BA + 18		MA		MA + 15		ED SP, MSW MA + 30		ED SP+15, MSW+15 MA + 45		ED SP+30, MSW+30 MA + 60	
	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary
1	100%	40,790	105%	42,829	115%	46,908	125%	50,987	130%	53,027	135%	55,066	140%	57,106
2	105%	42,829	110%	44,869	120%	48,948	130%	53,027	135%	55,066	140%	57,106	145%	59,145
3	110%	44,869	115%	46,908	125%	50,987	135%	55,066	140%	57,106	145%	59,145	150%	61,185
4	115%	46,908	120%	48,948	130%	53,027	140%	57,106	145%	59,145	150%	61,185	155%	63,224
5	120%	48,948	125%	50,987	135%	55,066	145%	59,145	150%	61,185	155%	63,224	160%	65,264
6	125%	50,987	130%	53,027	140%	57,106	150%	61,185	155%	63,224	160%	65,264	165%	67,303
7	130%	53,027	135%	55,066	145%	59,145	155%	63,224	160%	65,264	165%	67,303	170%	69,343
8	135%	55,066	140%	57,106	150%	61,185	160%	65,264	165%	67,303	170%	69,343	175%	71,382
9	140%	57,106	145%	59,145	155%	63,224	165%	67,303	170%	69,343	175%	71,382	180%	73,422
10	145%	59,145	150%	61,185	160%	65,264	170%	69,343	175%	71,382	180%	73,422	185%	75,461
11	150%	61,185	155%	63,224	165%	67,303	175%	71,382	180%	73,422	185%	75,461	190%	77,501
12	156%	63,632	161%	65,672	171%	69,751	181%	73,830	186%	75,869	191%	77,909	196%	79,948
13	164%	66,895	169%	68,935	179%	73,014	189%	77,093	196%	79,948	199%	81,172	204%	83,211
	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary
14	\$1,300	68,195	\$1,300	70,235	\$1,300	74,314	\$1,300	78,393	\$1,400	81,348	\$1,400	82,572	\$1,400	84,611
15	\$1,725	68,620	\$1,725	70,660	\$1,725	74,739	\$1,725	78,818	\$1,925	81,873	\$1,925	83,097	\$1,925	85,136
16	\$2,150	69,045	\$2,150	71,085	\$2,150	75,164	\$2,150	79,243	\$2,450	82,398	\$2,450	83,622	\$2,450	85,661
17	\$2,575	69,470	\$2,575	71,510	\$2,575	75,589	\$2,575	79,668	\$2,975	82,923	\$2,975	84,147	\$2,975	86,186
18	\$3,000	69,895	\$3,000	71,935	\$3,000	76,014	\$3,000	80,093	\$3,500	83,448	\$3,500	84,672	\$3,500	86,711
19	\$3,425	70,320	\$3,425	72,360	\$3,425	76,439	\$3,425	80,518	\$4,025	83,973	\$4,025	85,197	\$4,025	87,236
20	\$3,850	70,745	\$3,850	72,785	\$3,850	76,864	\$3,850	80,943	\$4,550	84,498	\$4,550	85,722	\$4,550	87,761
21	\$4,275	71,170	\$4,275	73,210	\$4,275	77,289	\$4,275	81,368	\$5,075	85,023	\$5,075	86,247	\$5,075	88,286
22	\$4,700	71,595	\$4,700	73,635	\$4,700	77,714	\$4,700	81,793	\$5,600	85,548	\$5,600	86,772	\$5,600	88,811
23	\$5,125	72,020	\$5,125	74,060	\$5,125	78,139	\$5,125	82,218	\$6,125	86,073	\$6,125	87,297	\$6,125	89,336
24	\$5,550	72,445	\$5,550	74,485	\$5,550	78,564	\$5,550	82,643	\$6,650	86,598	\$6,650	87,822	\$6,650	89,861
25	\$5,975	72,870	\$5,975	74,910	\$5,975	78,989	\$5,975	83,068	\$7,175	87,123	\$7,175	88,347	\$7,175	90,386
26	\$6,400	73,295	\$6,400	75,335	\$6,400	79,414	\$6,400	83,493	\$7,700	87,648	\$7,700	88,872	\$7,700	90,911
27	\$6,825	73,720	\$6,825	75,760	\$6,825	79,839	\$6,825	83,918	\$8,225	88,173	\$8,225	89,397	\$8,225	91,436
28	\$7,250	74,145	\$7,250	76,185	\$7,250	80,264	\$7,250	84,343	\$8,750	88,698	\$8,750	89,922	\$8,750	91,961
29	\$7,675	74,570	\$7,675	76,610	\$7,675	80,689	\$7,675	84,768	\$9,275	89,223	\$9,275	90,447	\$9,275	92,486
30+*		75,754		77,794		81,874		85,952		90,685		91,908		93,947

*Note: Step 30+ is calculated as a 2% increase from "Step 30" in prior year.

185 and 200 day contracts will be based off of the daily rate of the employee's respective lane and column placement on the 181 day schedule.

**Marquette-Alger RESA
2024-2025 MEA Salary Schedule for 181 days**

Base: \$41,606

Step	BA		BA + 18		MA		MA + 15		ED SP, MSW MA + 30		ED SP+15, MSW+15 MA + 45		ED SP+30, MSW+30 MA + 60	
	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary
1	100%	41,606	105%	43,686	115%	47,847	125%	52,007	130%	54,087	135%	56,168	140%	58,248
2	105%	43,686	110%	45,766	120%	49,927	130%	54,087	135%	56,168	140%	58,248	145%	60,328
3	110%	45,766	115%	47,847	125%	52,007	135%	56,168	140%	58,248	145%	60,328	150%	62,409
4	115%	47,847	120%	49,927	130%	54,087	140%	58,248	145%	60,328	150%	62,409	155%	64,489
5	120%	49,927	125%	52,007	135%	56,168	145%	60,328	150%	62,409	155%	64,489	160%	66,569
6	125%	52,007	130%	54,087	140%	58,248	150%	62,409	155%	64,489	160%	66,569	165%	68,649
7	130%	54,087	135%	56,168	145%	60,328	155%	64,489	160%	66,569	165%	68,649	170%	70,730
8	135%	56,168	140%	58,248	150%	62,409	160%	66,569	165%	68,649	170%	70,730	175%	72,810
9	140%	58,248	145%	60,328	155%	64,489	165%	68,649	170%	70,730	175%	72,810	180%	74,890
10	145%	60,328	150%	62,409	160%	66,569	170%	70,730	175%	72,810	180%	74,890	185%	76,971
11	150%	62,409	155%	64,489	165%	68,649	175%	72,810	180%	74,890	185%	76,971	190%	79,051
12	156%	64,905	161%	66,985	171%	71,146	181%	75,306	186%	77,387	191%	79,467	196%	81,547
13	164%	68,233	169%	70,314	179%	74,474	189%	78,635	196%	81,547	199%	82,795	204%	84,876
	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary	Addl. Amt	Salary
14	\$1,300	69,533	\$1,300	71,614	\$1,300	75,774	\$1,300	79,935	\$1,400	82,947	\$1,400	84,195	\$1,400	86,276
15	\$1,725	69,958	\$1,725	72,039	\$1,725	76,199	\$1,725	80,360	\$1,925	83,472	\$1,925	84,720	\$1,925	86,801
16	\$2,150	70,383	\$2,150	72,464	\$2,150	76,624	\$2,150	80,785	\$2,450	83,997	\$2,450	85,245	\$2,450	87,326
17	\$2,575	70,808	\$2,575	72,889	\$2,575	77,049	\$2,575	81,210	\$2,975	84,522	\$2,975	85,770	\$2,975	87,851
18	\$3,000	71,233	\$3,000	73,314	\$3,000	77,474	\$3,000	81,635	\$3,500	85,047	\$3,500	86,295	\$3,500	88,376
19	\$3,425	71,658	\$3,425	73,739	\$3,425	77,899	\$3,425	82,060	\$4,025	85,572	\$4,025	86,820	\$4,025	88,901
20	\$3,850	72,083	\$3,850	74,164	\$3,850	78,324	\$3,850	82,485	\$4,550	86,097	\$4,550	87,345	\$4,550	89,426
21	\$4,275	72,508	\$4,275	74,589	\$4,275	78,749	\$4,275	82,910	\$5,075	86,622	\$5,075	87,870	\$5,075	89,951
22	\$4,700	72,933	\$4,700	75,014	\$4,700	79,174	\$4,700	83,335	\$5,600	87,147	\$5,600	88,395	\$5,600	90,476
23	\$5,125	73,358	\$5,125	75,439	\$5,125	79,599	\$5,125	83,760	\$6,125	87,672	\$6,125	88,920	\$6,125	91,001
24	\$5,550	73,783	\$5,550	75,864	\$5,550	80,024	\$5,550	84,185	\$6,650	88,197	\$6,650	89,445	\$6,650	91,526
25	\$5,975	74,208	\$5,975	76,289	\$5,975	80,449	\$5,975	84,610	\$7,175	88,722	\$7,175	89,970	\$7,175	92,051
26	\$6,400	74,633	\$6,400	76,714	\$6,400	80,874	\$6,400	85,035	\$7,700	89,247	\$7,700	90,495	\$7,700	92,576
27	\$6,825	75,058	\$6,825	77,139	\$6,825	81,299	\$6,825	85,460	\$8,225	89,772	\$8,225	91,020	\$8,225	93,101
28	\$7,250	75,483	\$7,250	77,564	\$7,250	81,724	\$7,250	85,885	\$8,750	90,297	\$8,750	91,545	\$8,750	93,626
29	\$7,675	75,908	\$7,675	77,989	\$7,675	82,149	\$7,675	86,310	\$9,275	90,822	\$9,275	92,070	\$9,275	94,151
30+*		77,269		79,350		83,511		87,671		92,498		93,746		95,826

*Note: Step 30+ is calculated as a 2% increase from "Step 30" in prior year.

185 and 200 day contracts will be based off of the daily rate of the employee's respective lane and column placement on the 181 day schedule.

Article 27 - Optional Payroll Deductions

Upon appropriate written authorization from the bargaining unit employee, the Employer shall deduct from the wages of that employee and make appropriate remittance for tax-deferred compensation plans, financial institutions, charitable donations, or any other plans or programs, to the extent acceptable to the Employer (confirmed in writing). The Employer will make available tax-deferred compensation plans, acceptable to the Employer and Michigan Retirement Investment Corporation (MIRC), to all employees desiring to participate on a voluntary basis. Bargaining unit employees will not normally be permitted to make more than a total of two (2) deduction changes per school year.

Article 28 – Performance-Based Compensation

In compliance with Section 164h(1)(d) of the State School Aid Act as amended by PA 108 of 2017, the Agency shall adopt procedures to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such procedures shall not, in any way, alter this Agreement.

Article 29 – Credentialing or Licensure Cost Reimbursement

An employee may submit for reimbursement of up to \$200 per contract year (i.e., July 1 through June 30) for credentialing or licensing costs required to maintain qualifications for the position they are assigned.

Article 30 – Incentive for Early Notice of Intent to Retire

- A. An incentive for early notice of intent to retire will be paid to bargaining unit employees according to the following schedule:
 - 1. A \$1,500 incentive when notice is provided by 4 p.m. on October 31 for an effective retirement date of June 30 of the subsequent calendar year. Payment to employee will be made by the second payroll in December.
 - 2. A \$500 incentive when notice is provided by 4 p.m. on January 31 for an effective retirement date of June 30 of that same year. Payment to employee will be made by the second payroll in March.
- B. To be eligible for one of the above incentives, the bargaining unit employee must timely submit to the Superintendent the completed and signed irrevocable notice of retirement declaration and resignation provided in Appendix C.
- C. The bargaining unit employee's resignation shall become irrevocable and binding upon acceptance by the Superintendent. The employee's effective resignation date identified in the employee's completed Appendix C notice shall not be altered absent a mutual subsequent written agreement between the Superintendent and the employee.
- D. As stated in this Agreement and in Appendix C, the employee's resignation is irrevocable and binding upon acceptance by the Superintendent. The parties, however, recognize that extenuating circumstances may cause the employee to seek to rescind the accepted resignation. The Superintendent has the sole discretion to assess the circumstances to determine whether the employee's resignation may be rescinded. If rescission is granted, the employee must promptly repay the Agency the full amount of the monetary incentive. The Superintendent's decision is not subject to the grievance process.
- E. A bargaining unit employee who elects to participate in the notice incentive under this Agreement shall be treated as having resigned and shall *not* be eligible for unemployment compensation benefits because such action constitutes a voluntary resignation of the employee without cause attributable to the Agency.

Article 31 – Insurance

- A. The Agency, for a twelve (12) month period beginning July 1 during each year of this Agreement, shall make medical benefit plan cost payments, premium payments, and representative premium payments, subject to the provisions below and Section G of this article, on behalf of employees (and their eligible dependents) for the following insurance programs.
- B. The employee shall elect one of the following plans during the annual open enrollment period and that election shall be irrevocable until the next succeeding open enrollment period, unless compelling family circumstances necessitate change, as approved by the applicable policyholder, underwriter and/or insurance carrier.

1. **Plan A** (for Employees electing health insurance coverage):

- a. Upon submission of a written application and acceptance for enrollment by the carrier, the Agency will make the full medical benefit plan costs payment, allowable by law, toward health care protection according to family status toward the purchase of a MESSA medical plan. The Agency is a member of the Upper Peninsula Area Purchasing Agreement (UPAPA). The UPAPA board determines the MESSA medical plans available to employees. Employees must pay any medical benefit plan costs more than the employer portion through payroll deduction. The medical benefit plan costs may change annually.

In addition to out-of-pocket contributions, employees must pay the annual deductible amount for single subscriber or 2-person/family subscriber as specified by the insurance provider. The full amount of the deductible may be deposited in the Agency-provided health savings account at the beginning of each plan year. Employees are also allowed to contribute additional funds to their Agency-provided health savings account through payroll deduction.

- b. Upon submission of a written application, the Agency shall provide a self-funded dental plan through an insurance carrier selected by the Agency at a benefit level consistent with the plan described below:

SET SEG Self-Funded Dental Plan: 90/90/90; max annual benefit per person \$1,750; lifetime maximum benefit orthodontic to age 19 of \$3,000.

- c. Upon submission of a written application, the Agency shall provide a self-funded vision program through an insurance carrier selected by the Agency at a benefit level consistent with the plan described below:

MESSA Vision Plan VSP-3

- d. The Agency shall pay premiums necessary for Group Life Insurance protection in the amount of \$40,000 that will be paid to the employee's designated beneficiary. For accidental death, the insurance will pay double the specified amount. The carrier selected shall provide for continuation of a percentage of above coverage at group rates by payroll deduction from a retiree's State Teacher's Retirement checks.
- e. The Agency shall pay premiums necessary for Long Term Disability Insurance for each regular full-time employee in the bargaining unit in accordance with the SET SEG long term disability insurance policy.
- f. Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available on an optional basis, at employee expense.

2. **Plan B** (for employees not electing health insurance coverage, subject to the provisions below and Section C)

- a. The Agency shall provide a cash option in lieu of health benefits, on the condition that the employee (1) voluntarily and in writing opts out of the health plan coverage available under

Plan A; and (2) provides documentation that the employee has other health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act. With this documentation, the cash amount shall be as follows:

- \$400 per month if 1-10 bargaining unit employees elect Plan B
- \$600 per month if 11+ bargaining unit employees elect Plan B

The employer's qualified plan, which complies with Section 125 of the Internal Revenue Code, specifies the methods by which the cash option will be implemented. To be eligible for the cash in lieu of health benefits option, employee must meet the requirements of section C.1 of this article.

- b. Dental – same as Plan A.
- c. Vision – same as Plan A.
- d. Group Life – same as Plan A.
- e. Long Term Disability same as Plan A.

C. The Agency shall pay the appropriate premiums for health, vision, group life, and long-term disability coverage as specified above based on the following:

1. If the employee is scheduled to work, and actually works, or is on paid leave 75% or more full-time equivalent days of the possible work days within a School Year, the Agency will make full insurance premium payments for the School Year.
2. If the employee is hired to work normal, full days, but is not contracted for, or does not actually work, or is not on paid leave at least 75% full-time equivalent (FTE) days of the possible work days within the School Year (based on a 181 Day Contract), the Agency will make insurance premium payments based on the following formula:

(FTE) MULTIPLIED BY (12 months) EQUALS (number of months of full health insurance)

The result of this calculation will be pro-rated to the nearest whole month.

3. Employees working less than full work days or work weeks for a School Year will receive less than full premium payments as follows (based on a 181 Day Contract):
 - a. If the employee is scheduled to work 50% or more but less than 75% full-time equivalent days of the possible workdays within the School Year, the Agency will make 1/2 of the insurance premium payments for the School Year.
 - b. If the employee is scheduled to work less than 50% full-time equivalent days of the possible workdays within a School Year, the Agency will make no insurance premium payments.
4. For employees working full days for the full School Year, who continue in the employment of the Agency following June 30 with the expectation of returning to active employment at the end of the summer break, the Agency will continue its contributions (as specified in this Agreement) for medical benefit plan cost payments, premium payments, and representative premium payments for the months of July and August, unless the employee's employment is earlier terminated (or the employee is laid off), voluntarily or involuntarily. At the beginning of each School Year, each employee who has signed a contract to work for the Agency for the Year (July 1 through June 30) will receive such benefits. (If the employee expects to return to active employment at the end of the summer break, but the Agency has not yet provided the opportunity to sign a contract for the School Year, such contributions will be continued until such time as a contract is available for the employee to sign, or until it has been confirmed that the employee does not intend to return to active employment.) Should any such employee for whom such contributions were continued during the summer break fail to return to full-time active employment with the Agency at the end

of the summer break, the employee will reimburse the Agency for any medical benefits cost contributions and premiums paid, and/or benefits provided by the Agency during the summer break. Any amount owed by the employee will first be deducted from any remaining wages or severance payments owed by the Agency to the employee at the time of separation, and the Agency will invoice the employee for any remaining amount owed.

5. Dental benefits will be provided in full for employees working more than 50% full-time equivalent days of the possible workdays within a School Year as described above. If the employee is scheduled to work less than 50% full-time equivalent days the Agency will provide no dental benefits.
 6. Should a bargaining unit member agree, at the request of the Employer, to a voluntary reduction in the number of work hours or the work year, that employee will be entitled to Employer payment of medical benefit plan cost contributions and premiums for medical, group life, and vision insurance, and dental benefits, as specified above; provided that before taking such reduction the employee was scheduled to work the number of days which entitled him/her to benefits as specified in this Agreement.
- D. The Administration will notify bargaining unit employees of the open enrollment period. The Administration will inform and explain the fringe benefit options to new employees.
- E. If an individual employee has a change in personal status (e.g., marriage, divorce, newborn, adoption) it is the individual's responsibility to inform the Business Office of any changes in status within thirty (30) calendar days of such change. Any overpayment of medical benefit plan costs, premiums, or representative premiums made by the Agency on behalf of an employee who fails to comply with this paragraph will be deducted from employee's wages.
- F. Agency's Obligation; Employee's Responsibility
1. Except as otherwise specifically provided in this Agreement, or when otherwise required under the Family and Medical Leave Act, the Agency's obligation to pay medical benefit plan contributions and premiums shall exist as to any employee only while the employees' salary continues to be fully paid by the Agency. If the employee wishes to continue coverage during any period as to which the Agency's obligation does not exist or apply, or is in dispute, the employee shall have sole responsibility for making all arrangements necessary for the continuance of such coverage at the employee's own expense. No coverage is provided for any employee beyond the end of the month of their termination of employment with the Agency. The Agency by payment of its contributions toward the cost of such coverage shall be relieved of any further obligation or liability as to the benefits of such coverage.
 2. All eligible employees must make proper application for insurance enrollment in advance. The effective date for enrollment or for changes in coverage is the later of the employee's eligibility or the earliest date permitted by the insurance company following notification of such enrollment/change by the Agency. The Agency will notify the insurance company of any enrollment changes requested by the employee within a reasonable period following notification of the Agency by the employee. Any eligible employee desiring to continue coverage at his/her own expense shall make proper application with the Agency. The responsibility for making any premium payments and medical benefit plan cost contributions shall be the sole responsibility of the employee provided he/she may make proper arrangements for such payments through the Agency. It is the employee's sole responsibility to assure that he/she has his/her desired insurance coverage.
- G. Annually, the Agency shall determine whether its method of compliance with the Publicly Funded Health Insurance Contribution Act will be through implementing the hard cap or through adoption of a resolution to pay not more than 80% of the medical benefit plan costs, as allowed by Section 4 of that Act. The election made by the Agency will take effect at the beginning of the applicable medical benefit plan year.

Article 32 – Non-Compete

The parties acknowledge that the Agency makes a significant investment in its employees. Allowing an employee to obtain work, as or through a contractor, with another school during or after the employee's Agency employment would allow the employee to become unjustly enriched at the Agency's expense. Therefore, during an employee's employment with the Agency and for one year after the employee's separation from the Agency, the employee shall not work 1) through a third-party contractor, or 2) as an independent contractor, for another Michigan school in the same or substantially similar position when compared to the employee's position(s) at the Agency. "School" for purposes of this paragraph means any general powers school district or public school academy 1) within Marquette or Alger Counties, or 2) with an existing contract with the Agency.

Bargaining unit employees who violate this section shall pay a liquidated damages fee of \$1,000 to the Agency. Any amount owed by the employee will first be deducted from any remaining wages or severance payments owed by the Agency to the employee. The Agency will invoice the employee for any remaining amount owed. Former bargaining unit employees who violate this section agree to remit the liquidated damages fee of \$1,000 to the Agency upon receipt of an invoice from the Agency.

This restriction may be waived, on a case-by-case basis, upon written consent of the Superintendent.

This non-compete restriction does not apply to laid-off employees; nor does it apply to individuals whose employment with the Agency has been terminated.

Article 33 – Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, MCL 141.541 et seq.

Article 34 – Duration

All articles of this Agreement shall be effective July 25, 2022 through June 30, 2025. Either party may terminate this Agreement as of June 30, 2025 by giving written notice to the other party on or before March 1, 2025.

MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY

By *Stephen W Norman*
Stephen Norman, Board President

By *Lowell Larson, Jr.*
Lowell Larson, Jr., Board Secretary

MARQUETTE-ALGER EDUCATION ASSOCIATION

By *Barbara Potts*
Barbara Potts, President

By *Mary Beth Coyne*
Mary Beth Coyne, Secretary

Bar Michigan - MEA 7A

APPENDIX A MILEAGE

ALLOWABLE MILEAGE REIMBURSEMENT FOR TRANSACTING AGENCY RELATED BUSINESS

1. Board policy states: Employees who use their personal car for Agency business will be reimbursed at the Internal Revenue Service (IRS) rate per mile. Mileage will be determined by the most direct way between destinations.
2. For conference-related travel or for travel of longer distances for meetings and/or events, vehicle rental may be required or may be an option.
3. Teachers with an assigned classroom will not be reimbursed for mileage to and from their classroom.
4. Personal mileage to and from work is the responsibility of the consultant, with the exceptions listed in section 5 below. "One-way commute" is defined as the distance from the employee's home to the MARESA office.
5. Calculating reimbursable mileage for consultants:

START AT MARESA

- A. START AT MARESA, travel to district(s) and back to MARESA - all mileage is chargeable.
- B. START AT MARESA, travel to district(s) and then to home - total mileage minus one way commute is chargeable.

START AT HOME

- C. START AT HOME, travel to district(s) and then to home
 - o Travel to first site from home - mileage minus one way commute is chargeable
 - o Distance traveled between sites is fully reimbursable
 - o Travel from last site to home - mileage minus one way commute is chargeable
- D. START AT HOME, Travel to district(s) and then to MARESA - total mileage minus one way commute is chargeable.

[Examples follow on last pages of this Appendix.]

6. Request for mileage reimbursement should be submitted within 6 weeks after incurring the expense. Mileage request from grant-funded sources may not be reimbursed if submitted later than this 6-week deadline.

If a disagreement arises between the employee and immediate supervisor outside the general guidelines established above, the matter can be forwarded to the Administering Team, consisting of the Superintendent, Human Resources, Marquette-Alger EA President, and Marquette-Alger EA Vice President, for study and possible resolution. If an Administering Team member is the requestor or is unavailable, another employee will be selected to serve on the Administering Team. If the matter cannot be resolved, the employee may use the contractual grievance procedure.

Timeline for expense submittals:

Month Mileage is Incurred	Mileage Request Must be Submitted by
August	October 15
September	November 15
October	December 15
November	January 15
December	February 15
January	March 15
February	April 15
March	May 15
April, May, June 1-14	June 15
June 15-30	See the business office

Mileage Appendix Examples

EXAMPLES (see examples in expense sheet format on next page)

1. START AT MARESA, travel to district(s) and back to MARESA - all mileage is chargeable.
(No example needed)
2. START AT MARESA, travel to district(s) and then to home - mileage minus one way commute is chargeable
 - a. Living in Ishpeming. Travel from MARESA to Negaunee for site visit at end of day, then home to Ishpeming. Mileage is less than one-way commute, so no reimbursement (or you might do the match and charge for 2 miles - difference between miles driven from MARESA to Negaunee to home, minus your normal one-way commute)
 - b. Living in Ishpeming. Travel from MARESA to Superior Central to Gwinn to home in Ishpeming. Reimbursable mileage = miles traveled minus one-way commute mileage.
3. START AT HOME, travel to district(s) and back home-
 - a. Living in Ishpeming. Travel from home in Ishpeming, to Superior Central to Gwinn to home in Ishpeming. There will be three mileage entries on the expense sheet for this day - travel from home to first site, travel between sites, and travel to home from last site.
 - i. Home in Ishpeming, to Superior Central - chargeable mileage = miles traveled minus one-way commute
 - ii. Superior Central to Gwinn - fully chargeable
 - iii. Gwinn to home in Ishpeming - chargeable mileage = miles traveled minus one-way commute
4. START AT HOME, Travel to district(s) and then to MARESA - Total mileage minus one-way commute is chargeable.
 - a. Living in Ishpeming. Travel from home in Ishpeming, to Negaunee for site visit at start of day, then to MARESA. Mileage is less than one-way commute, so no reimbursement (or you might do the match and charge for 2 miles - difference between miles driven from MARESA to Negaunee to home, minus your normal one-way commute)
 - b. Living in Ishpeming. Travel from home in Ishpeming, to Superior Central to Gwinn to MARESA. Reimbursable mileage = miles traveled minus one-way commute mileage

MILEAGE EXAMPLES							
				One-way Commute= one-way distance from home to base of operations MARESA	18	(Consultant lives in Ishpeming in these examples)	
	Date	Starting from MARESA	Ending travel at MARESA	Description of travel	Miles traveled	Miles deducted	Chargeable miles
Example corresponds with:							
Start at MARESA, travel to sites, then travel home							
2a.	6/2/2019	Y	N	Travel from MARESA to Negaunee to Ishpeming (home)	20	18	2
2b.	6/2/2019	Y	N	Travel from MARESA to S-C (29) to Gwinn (27) to Ishpeming (home) (26)	82	18	64
Start at home, travel to sites, then travel home							
3a.	6/3/2019	N	N	Travel from home in Ishpeming to S-C	39	18	21
				Travel from S-C to Gwinn (27)	27	0	27
				Travel from Gwinn to Ishpeming	26	18	8
Start at home, travel to sites, then travel to MARESA							
4a.	6/1/2019	N	Y	Travel from home in Ishpeming to Negaunee, then to MARESA	20	18	2
4b.	6/1/2019	N	Y	Travel from Ishpeming (home) to Gwinn (26), to S-C (27), to MARESA (29)	82	18	64

APPENDIX B

Guidelines for Joint Administration of MARESA Marquette-Alger EA Sick Leave Bank

Administering Team

Superintendent

Assistant to the Superintendent/Human Resources

EA Association President*

EA Association Vice President*

*In the event an administering team member is the requestor or is unavailable, another member will be selected as designee

Procedure

1. Bargaining unit employee completes Sick Leave Bank Request Form and submits to Human Resources.
2. The Administering Team reviews submitted request.
3. If the employee's request meets the criteria, the day(s) may be granted.
4. Copies of an approval notice will be sent to the (1) employee, (2) EA Association President, (3) Payroll, and (4) Human Resources.
5. For extenuating circumstances, the Administering Team may reconvene to amend the approved request.
6. By June 30 (or per request), activity statements will be provided to the Superintendent and Association President by the payroll bookkeeper for monitoring purposes.

Criteria for Requests

1. The employee must use all sick days and personal days before requesting days from the Sick Day Bank.
2. The employee may request up to twenty (20) workdays.
3. Requests will be limited to employees with extreme emergencies, not to be used as an extension of an employee's sick leave.

APPENDIX B (Continued)

Marquette-Alger EA Sick Leave Bank Request Form

Name:	
Date of Request:	
Number of Days Requested:	
Reason for Requested Days:	
Previous Sick Leave Bank Usage:	
Signature*:	

****Signature denotes all sick and personal days have been exhausted. By signing you agree to release the above information to the Administering Team for the purpose of determining whether your request will be granted.***

APPENDIX C

**Marquette-Alger Regional Educational Service Agency
Notice Incentive Agreement**

1. I am an employee of the Marquette-Alger Regional Educational Service Agency (the "Agency") and represent that I have carefully read and fully understand Article 30 (Incentive for Early Notice of Intent to Retire) of the Collective Bargaining Agreement (the "Agreement") between the Agency and the Marquette-Alger Regional Educational Service Agency Education Association, MEA/NEA (the "Association") and knowingly accept all conditions and terms set forth in Article 30 of that Agreement.

2. As a condition of my receipt of the notice incentive payment of \$_____ to be made no later than the second payroll of _____, 202__, I submit my voluntary, irrevocable, and unconditional resignation from employment with the Agency, effective June 30, 202__, for the purposes of retirement, according to the terms and conditions of the Agreement.

3. I understand that my voluntary resignation will become irrevocable and binding upon acceptance by the Agency's Superintendent.

Employee: _____
Signature

Date: _____, 202__

Employee: _____
Please Print Name

Witness Signature: _____

Date: _____, 202__

Accepted by Marquette-Alger Regional Educational Service Agency

By: _____

Date: _____, 202__

Its: Superintendent

APPENDIX D

MARQUETTE-ALGER EDUCATION ASSOCIATION
Professional Grievance Form

Grievance No. _____
Name of Grievant _____ Dept. _____ Date Filed _____

STEP 1
Preparation for Submission of Written Grievance

A. Has this grievance been discussed orally with the appropriate administrator? Yes ___ No ___

B. 1. Date cause of grievance occurred: _____

2. Discovery date of grievance: _____

C. 1. Statement of grievance(s): _____

2. Section of express term(s) of the Agreement allegedly violated: _____

3. Remedy sought: _____

Signature of Grievant: _____ Date: _____

Printed Name of Grievant: _____

D. Date presented to the Supervisor: _____

Date of meeting with Supervisor: _____

Disposition by Supervisor: _____

Signature of Supervisor: _____ Date: _____

Printed Name of Supervisor: _____

E. Date received by Grievant and/or Association: _____

Position of Grievant and Association: _____

Signature of Grievant: _____ Date: _____

STEP 2

A. Date received by the Superintendent: _____

Date of meeting with Superintendent: _____

B. Disposition by Superintendent: _____

Signature of Superintendent: _____ Date: _____

C. Date received by the Grievant and/or Association: _____

D. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

Printed Name: _____

STEP 3

A. Date received by the Board of Education: _____

Date of meeting with Board Committee: _____

B. Disposition by the Board Committee: _____

Signature of Committee Member: _____ Date: _____

C. Date received by Grievant and/or Association: _____

D. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

Printed Name: _____

STEP 4

A. Date received by the Mediator: _____

B. Date Mediation Concluded: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

Printed Name: _____

Signature of Superintendent: _____ Date: _____

STEP 5

A. Date received by the Arbitrator: _____

B. Disposition by the Arbitrator: _____

C. Date received by Grievant and/or Association: _____

Signature: _____ Date: _____

Printed Name: _____

Signature of Superintendent: _____ Date: _____