



MASTER AGREEMENT

between the

**MARQUETTE-ALGER REGIONAL
EDUCATIONAL SERVICE AGENCY**

and the

ADMINISTRATORS' ASSOCIATION

July 1, 2012 – June 30, 2013
July 1, 2013 – June 30, 2014

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ARTICLE 1 - AGREEMENT

- A. This Agreement is entered into this June 11, 2012, between the Marquette-Alger Regional Educational Service Agency (Agency) and the Marquette-Alger Regional Educational Service Agency Administrators' Association (Association), pursuant to the Public Employment Relations Act, being Act 379 of the Public Acts of 1965, as amended.
- B. The Agency may act through its Superintendent and/or Associate Superintendents/Director for purposes of implementation and administration of this Agreement.

ARTICLE 2 - RECOGNITION

- A. Pursuant to and in accordance with the Certification of Representative in MERC Case No. R 93 B-31, the Agency does hereby recognize the Administrators' Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Agency included in the bargaining unit which is described below:
 - All Administrators, including Grants and Special Projects Coordinator, Information Systems Administrator and Accounting Administrator but excluding Superintendent, Associate Superintendents, Special Education Director and all other employees.
- 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.

ARTICLE 3 - AGENCY RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Agency of its rights, responsibilities and authority under the Michigan Revised School Code (Revised School Code), or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Agency had prior to this Agreement are retained by the Agency.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Agency, except those which are clearly and expressly relinquished herein by the Agency, shall continue to vest exclusively herein and be exercised exclusively by the Agency without prior negotiations with the Administrators' Association either as to the taking of action or with respect to the consequence of such action. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, programs, services, facilities, its operations and to direct the working forces and affairs of the Agency.
 - 2. Continue its rights of assignment and direction of personnel; determine the number of personnel and scheduling of all the foregoing; and to establish, modify or change any work or business/work hours, or days, or weeks.
 - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 - 4. Determine the services, programs and administrative structure necessary to continue its operations and to determine all schedules and standards of operation, the means, methods and processes of carrying on the work (including automation or contracting thereof) or changes therein.
 - 5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions, in conformance with law.
 7. Determine the placement of operations, production, services, and maintenance; and the distribution of work and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 10. Determine policies affecting the selection, testing or training of employees. Where a written test instrument is to be utilized, the Association shall be given prior notice.
 11. The right to reorganize, alter and/or restructure the administrative component of RESA operations.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Agency; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Agency in the past.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Facilities

1. The Administrators' Association shall have the privilege of reasonable use of RESA facilities for meeting at times when such facilities are not otherwise in use and in accordance with utilization procedures applicable to other employee groups. The Association shall be responsible for proper use of all facilities and shall be liable for any damages caused to the facilities by its use. The Association shall be allowed reasonable use of office equipment and shall reimburse the Agency expenses incurred in connection with that use.
2. The Administrators' Association shall have the right to access internal mailboxes of its bargaining unit members for purposes of communicating matters of interest related to negotiations and/or contract administration. However, nothing in this provision shall require the Agency to process any such communications through its internal mail system.

B. Dues / Service Fee

1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law.
2. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal

to the service fee amount to a non-religious charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Agency and the Association.

C. Transaction of Administrators' Association Business

1. The Administrators' Association shall advise the Agency, in writing, of the names of all Administrators' Association officers. The Agency shall not be required to recognize or deal with any employee as a representative of the Administrators' Association other than those designated in the manner described above.
2. The Administrators' Association shall designate one or more persons who shall represent the bargaining unit members and shall be authorized to resolve grievances and other matters on behalf of such bargaining unit members. Any resolved grievances and other matters shall be final and binding upon the Administrators' Association, its bargaining unit member(s) and the Agency.
3. Officers of the Administrators' Association shall transact Administrators' Association business outside of normal office hours so that there will be no interference with the assigned duties of any employees. It is understood and agreed that if at any time, and by mutual agreement with the Agency, such procedures are handled within the time of the normal office hours the Administrator(s) involved shall suffer no loss of pay.

D. Seniority

1. "Seniority" shall mean a bargaining unit member's length of continuous service with the Marquette-Alger RESA in a position within the bargaining unit covered by this Agreement. Seniority shall be denoted by the Administrator's most recent date of hire (as reflected in Board of Education official minutes) as described above. Should two or more Administrators have the same seniority date, ties will be broken by drawing of straws. Time spent on layoff or unpaid leave shall not accrue for seniority purposes, but previously accumulated seniority shall be retained.
2. The Administrators' Association shall prepare and maintain a seniority roster showing the length of service and seniority date of each bargaining unit member. The roster shall contain the employee's name, job classification and date of hire in that classification. A copy of the list shall be furnished to all bargaining unit members and the Agency not later than October 1st annually. If no objections are received from bargaining unit members or the Agency within twenty (20) days thereafter as to the accuracy of the seniority list, the list shall be regarded as conclusive.
3. Seniority and all other employment rights shall be lost for the following reasons:
 - a. The Administrator quits.
 - b. The Administrator retires.
 - c. The Administrator is discharged or non-renewed.
 - d. The Administrator fails to return to work within fifteen (15) working days after issuance of the Agency's notice of recall to the last known address of the Administrator as shown on the Agency's records. It shall be the responsibility of the Administrator to provide the Agency with a current address.

- e. The Administrator is absent without notice from work for two (2) consecutive working days without advising the Agency of a reason acceptable to it for the lack of notification.
- f. The Administrator gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, unless otherwise authorized by the Agency.
- g. A settlement has been made with the Administrator for separation from employer.
- h. The Administrator is laid off or has not, for any reason, worked for the Agency (in an administrative capacity) for a continuous period exceeding the length of the Administrator's employment or two (2) calendar years, whichever occurs sooner.
- i. The Administrator falsifies pertinent information on his/her application for employment, expense report or other business record.
- j. The Administrator fails to complete all applicable certification and continuing education requirements deemed essential for the position by the Agency.

ARTICLE 5 - GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim by an Administrator that there has been a violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. Written grievances as required herein shall contain the following:
 - 1. It shall be signed.
 - 2. It shall contain a brief summary of the pertinent facts causing the grievance.
 - 3. It shall cite the section or subsections of this Agreement alleged to have been violated.
 - 4. It shall contain the date of the alleged violation.
 - 5. It shall specify the relief requested.
- C. The term "days" as used herein shall mean scheduled work days. A "work day" shall be defined as any day when the central administrative offices of the school are open. Time limits may be extended only upon mutual written agreement of the parties. Any grievance not answered within the time limits by the Agency or its representatives, may be advanced to the next step by the Administrators' Association or grievant within ten (10) days of the last day that the answer of the Agency or its representative was due. Any grievance not pursued or appealed by the Administrators' Association or grievant within the time limits hereinafter specified shall be deemed settled on the basis of the Agency's (Board's, Superintendent's, Associate Superintendents' or Director's) last response.
- D. Level One: A copy of the written grievance shall be filed with the Associate Superintendent/Director who is the immediate supervisor of the Administrator within fifteen (15) days of the occurrence of conditions causing the grievance. If the Administrator is not supervised by a Associate Superintendent/Director, the grievance may be initiated at Level Two. The Associate Superintendent/Director shall within ten (10) days of the filing of the grievance arrange a meeting to discuss the grievance. The grievant may, if he/she chooses, be accompanied to said meeting by a representative from the Administrators' Association. The Associate Superintendent/Director shall have ten (10) days following this meeting within which to render a written decision on the grievance, transmitting a copy of same to the grievant and the Administrators' Association Grievance Chairperson.

Level Two: If no decision is rendered by the Associate Superintendent/Director within the above time limitations or if the decision is unsatisfactory to the Administrators' Association or grievant, the Administrators' Association or grievant may appeal the grievance to the Superintendent by filing a notice of appeal, along with the Associate Superintendent's/Director's answer within ten (10) days of the Associate Superintendent's/Director's written disposition or the deadline for such disposition, whichever occurs first.

Upon receipt of the appeal, the Superintendent shall, within ten (10) days, arrange a meeting to discuss the grievance. The grievant may, if he/she chooses, be accompanied to said meeting by a representative from the Administrators' Association. The Superintendent shall have ten (10) days following this meeting within which to render a written decision on the grievance, transmitting a copy of same to the grievant and the Administrators' Association Grievance Chairperson.

Level Three: If no decision is rendered by the Superintendent within the above time limitations or if the decision is unsatisfactory to the Administrators' Association or grievant, the Administrators' Association or grievant may appeal the grievance to the Administrative Committee of the Board by filing a notice of appeal along with the decision of the Superintendent to the Board of Education President within ten (10) days after receipt of the Superintendent's written disposition or the deadline for such disposition, whichever occurs first.

Upon receipt of the written grievance, the Administrative Committee of the Board shall schedule a hearing on the grievance to occur within thirty (30) calendar days. This Board Committee shall make a written disposition of the grievance no later than ten (10) days from the time of the hearing of the grievance.

Level Four: Only the Administrators' Association shall have the right to process or appeal a grievance at Level Four.

1. If the Administrators' Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Agency refer the matter to arbitration to the Michigan Employment Relations Commission, in writing, and request the appointment of an arbitrator to hear the grievance. Within such ten (10) day period, the Administrators' Association will also serve a copy of the Demand for Arbitration upon the Agency.
2. Neither party may raise a new defense or ground during the arbitration proceeding. Each party shall submit to the other party not less than five (5) days prior to the arbitration hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be proven at hearing. The parties may also elect at such time to confer in an attempt to settle the grievance.
3. The powers of the Arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish a salary or to change any salary, but may correct improper payment of an established salary.
 - c. He/she shall have no power to rule upon the non-renewal of an Administrator.
 - d. He/she shall have no power to rule upon the discharge of an Administrator during his/her first four years of employment with the Agency.
 - e. He/she shall have no power to consider any claim for which there is another remedial procedure or forum established by law or governmental regulation.

- f. He/she shall have no power to rule upon the content of an evaluation, unless the evaluation is utilized in connection with the discharge of an Administrator after their first four years of employment with the Agency.
- g. He/she shall have no power to change any policy or rule of the Agency nor to substitute his/her judgment for that of the Agency provided that the terms of this Agreement have not been violated. His/her power shall be limited to deciding whether the Agency has violated the express articles or sections of this Agreement. He/she shall not imply obligations and conditions binding upon the Agency from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Agency.
- h. He/she shall have no power to hear any grievance previously barred from the scope of the grievance procedure.

More than one grievance may not be considered by the Arbitrator at the same time except upon the express written mutual consent of the parties. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of a dispute in the same proceeding. Should the Arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the Arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the Arbitrator or any award allegedly rendered in excess of such authority.
- F. The Agency shall not be required to pay back wages more than twenty (20) work days prior to the date a written grievance is filed.
 - 1. All claims for back wages shall be limited to the amount of wages that the bargaining unit members would otherwise have earned or could have reasonably earned less any compensation that he/she may have received in mitigation from any source during the period of back pay.
 - 2. No decision in any one case shall require a retroactive wage adjustment in any other case, except by mutual agreement.
- G. All preparation, filing, presentation or consideration of grievances shall be held at a time other than during normal office hours, except as otherwise mutually agreed to the contrary between the Agency and the Administrators' Association.
- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement (as defined in the duration clause) may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed under these grievance procedures unless otherwise specifically agreed, in writing, by both the Agency and the Administrators' Association.

ARTICLE 6 - TERM AND STANDARDS OF EMPLOYMENT

- A. The parties to this Agreement recognize and agree that continuing tenure in any administrative position or non-classroom assignment shall not be acquired and is specifically denied. This shall not be construed to revoke tenure rights previously acquired by an Administrator in a teaching or consultant capacity.
- B. The terms of this Agreement shall supersede any expressly conflicting or contrary terms governing the same subject matter contained in any individual contract of employment between the Agency and an Administrator covered by this Agreement. The terms of this Agreement shall prevail over the terms of any individual contract of employment to the extent of any express inconsistency or conflict.
- C. As a condition to retention of employment, the Administrator must hold all certificates, approvals and credentials required by law, (including applicable provisions of the Revised School Code, the State School Aid Act, Michigan Department of Education Regulations, State and/or Federal grants, and by the Agency to serve in the position assigned. If at any time an Administrator fails to hold appropriate approvals, certificates and credentials, {as defined in Art. 4 D 3 (j) above} for the position assigned, the Administrator's employment shall be immediately terminated and the Agency shall have no liability for any further payment or obligations under any contract of employment with said Administrator.
- D. All employment of bargaining unit members shall be on the following terms:
 - 1. Years of employment shall refer to employment within the bargaining unit represented by the Association or in a position encompassed within the bargaining unit represented by the Marquette-Alger RESA Administrators' Association.
 - 2. During his/her first four (4) years of employment with the Agency, the Administrator shall be issued a one (1) year contract which shall be terminable at will by the Agency upon thirty (30) days written notice. The thirty (30) day notice requirement shall not be applicable where the termination is due to gross misconduct.
 - 3. Administrators who are non-renewed at the conclusion of an annual contract during their first four (4) years of employment shall receive written notice of non-renewal from the Agency at least sixty (60) days prior to the expiration date of their individual contract.
 - 4. The Administrator shall be issued a contract every year which shall be terminable during its term for reasons that are not arbitrary or capricious and which are related to the job performance and/or conduct of the Administrator.
 - 5. Administrators who are non-renewed after four years of employment with the Agency shall receive written notice of consideration of non-renewal from the Agency at least ninety (90) days prior to the expiration date of their individual contract. Administrators who fail to meet the performance standards of the Agency but who are continued in employment shall be issued a one-year contract terminable during its term for reasons that are not arbitrary or capricious and which are related to the job performance and/or conduct of the Administrator.
- E. All individual contracts shall be issued for a term ending June 30.
- F. In the event that the Agency undertakes to dismiss an Administrator (who has completed four (4) years of employment with the Agency) during the term of his/her individual contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Agency. In the event of termination of employment during the term of his/her individual contract, that contract shall automatically terminate and the Agency shall have no further obligation thereunder or under this Agreement as regards the subject Administrator, unless the dismissal is reversed through the grievance procedure.

- G. Non-renewal of contract shall not be regarded as a disciplinary action and shall be at the discretion of the Agency.
- H. The Administrator is subject to assignment and transfer to another administrative assignment at the discretion of the Agency. In that event, the Administrator's compensation and working conditions shall be consistent with the assignment to which transfer is made.

ARTICLE 7 - EVALUATION

- A. Evaluations are a part of a continuous improvement program for all Administrators. Evaluations shall be conducted every year unless requested by the evaluator or Administrator to take place at shorter intervals. It is intended that the evaluation process be a professional growth experience. The evaluation instrument will be filed in the Administrator's personnel file when completed.

A pre-conference shall be held when requested by the Administrator or evaluator.
- B. A post-conference shall take place whenever an Administrator is evaluated. Administrators will be evaluated by their immediate supervising Associate Superintendent/Director or other individual designated by the Superintendent, pursuant to criteria established by the Agency. Whenever evaluation criteria are modified (through amendment of the evaluation instrument), the Agency shall so notify the Administrators and the Administrators' Association.
- C. A copy of any completed evaluation report shall be shared with the Administrator and the Administrator will sign a copy of the report indicating that he/she has received such report. The Administrator's signature does not mean that he/she necessarily agrees with the evaluation report. If an Administrator disagrees with any of the evaluation, he/she shall file such objections in writing within twenty (20) work days of receiving the completed evaluation. Absent such objections, the Associate Superintendent's/Director's evaluation shall be regarded as conclusive. Such objections shall be attached to the evaluation in the Administrator's personnel file.
- D. If an Administrator is identified by the evaluator as failing to meet the standards of the Agency in one or more areas, a meeting shall be convened to discuss performance problems being experienced by the Administrator. The evaluator shall develop a written plan of assistance formulated to bring about desired changes in the Administrator's identified performance problem area(s). The evaluator shall be responsible for monitoring the plan of assistance and for making whatever observations are necessary to determine if the plan of assistance is achieving its objectives. The plan of assistance shall specify a time interval for required performance remediation, not to exceed six (6) months.

ARTICLE 8 - DISCIPLINE

- A. Prior to taking disciplinary action, the Agency shall conduct an investigation to determine the relevant facts, including an investigatory interview with the Administrator. At this conference, the Agency will present the Administrator with the charges against him/her and provide the Administrator an opportunity to respond. The Administrator shall promptly provide the Agency with the full particulars of the alleged incident(s) for which discipline is being contemplated and shall otherwise make a full and complete response to the charges.
- B. A bargaining unit member shall be entitled, upon request, to have present a designated Administrators' Association representative for any conference pertaining to the investigation and/or imposition of discipline.
- C. By mutual written agreement the Administrator and Superintendent may stipulate, in cases of discipline imposed by the Associate Superintendent/Director, to bypass Level One of the grievance procedure set forth in Article 5 of this Agreement.

- D. Non-renewal of contract shall not be regarded as a disciplinary action.

ARTICLE 9 - LEGAL CLAIMS

- A. The Agency agrees to pay the premium amount for errors and omissions insurance and comprehensive general liability insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The aggregate policy limits for errors and omissions coverage shall be not less than \$2,000,000 inclusive of defense costs, charges and expenses.

The aggregate policy limits for comprehensive general liability insurance shall be not less than \$2,000,000. The Administrator shall have the right to access copies of insurance policies, documents, claim forms and related documents.

- B. The terms of the errors and omissions insurance policy shall be controlling regarding defense and indemnity of the Administrator. The sole obligation undertaken by the Agency shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Agency shall have the right to discontinue said coverage and shall so notify the Association. In that event, the Agency agrees on a case-by-case basis to consider providing legal defense and indemnification to the Administrator as is authorized under MCL 691.1408 and MCL 380.601(a).
- C. When formal complaints or charges are made against an Administrator, he/she shall be notified and shall provide his/her supervisor with particular responses to the allegations. The identity of the Complainant need not be disclosed when prohibited by law.
- D. Time lost due to participation in investigatory, administrative or Court proceedings in connection with any incident arising out of and in the course of employment shall not be charged against the Administrator. This provision shall not be applicable when the Agency and Administrator are adverse parties in the proceeding. The Administrator shall return to duty promptly upon the completion of the above activities.
- E. The Agency may reimburse an Administrator for any loss, damage or destruction of clothing or personal property of the Administrator arising out of his/her employment and not due to any fault, negligence or carelessness of the Administrator. Any claims shall be submitted to the Superintendent.

The Administrator, in order to receive consideration for reimbursement in excess of \$200.00, shall first present the loss as a claim on any insurance policy through which coverage may be available (e.g. homeowners). Where the loss is covered, the request for reimbursement shall not exceed the deductible amount actually paid by the Administrator.

ARTICLE 10 - ADMINISTRATIVE POSITIONS: STAFFING AND REDUCTION

- A. Vacancies, Transfers and Assignments
 - 1. A vacancy shall be defined as either a newly created position within a classification represented by the Association in this bargaining unit or a present position in this bargaining unit which becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position. No "vacancy" shall exist for purposes of this Article unless and until the Agency shall determine to fill any such position, which determination shall be within the sole discretionary authority of the Agency.

2. All vacancies shall be posted for a period of at least ten (10) work days for application by internal and external applicants prior to the permanent filling of the position. There shall be no requirement to post vacancies, as defined above, where the position may be filled by return of a bargaining unit member (who is properly certified and qualified) from leave of absence or by recall from layoff.
3. Bargaining unit members may apply for a vacant position by filing a written application with the Superintendent or his/her designee within the applicable posting period.
4. After the expiration of the posting period, the Agency may fill the position by transfer of a bargaining unit member or by awarding the position to another applicant. Consideration shall be given to an internal applicant's years of service. The decision of the Agency in filling the position shall be final.
5. The right of selection, assignment and transfer is reserved to the Agency.

B. Reduction of Administrative Staff

1. The Agency and Administrators recognize that financial circumstances, enrollment conditions, program changes, and/or administrative reorganization within the Agency could require a curtailment of programs, including the reduction and elimination of administrative positions. The parties acknowledge that such determinations are within the exclusive discretion of the Agency and that the Agency may, in the exercise of that discretion, separate individual Administrators.
2. In the event that the Agency determines to reduce administrative staff, an initial assessment will be made by the Agency to determine the administrative functions to be maintained to meet the management, instructional and programmatic needs of the Agency. As a result of that assessment, the Agency will then identify any administrative position(s) which will be impacted by the reduction.
3. The Agency shall then give formal notice to the Administrators' Association of such elimination at least thirty (30) days prior to implementation of the reduction. Upon the request of either party, the Agency and the Administrators' Association shall meet, to the extent required by law, to bargain over the impact of the reduction upon the bargaining unit and its members.
4. The Administrator shall be eligible for recall from layoff for a period of two (2) calendar years from the date of layoff or the length of his/her administrative service with the Agency until the time of layoff, whichever interval is shorter. Administrators are eligible for recall to any vacant bargaining unit position for which they possess the requisite certifications and qualifications, as set by the Agency.

The Agency shall give written notice of recall by certified mail to the Administrator's last-known address. It is the responsibility of the Administrator to keep the Agency informed of his/her current residential address for purposes of receiving recall notices. Should the Administrator fail to report to work within fifteen (15) work days of the issuance of a recall notice, he/she shall forfeit all further rights to employment with the Agency and shall be regarded as a voluntary quit.

5. In the event of layoff a Supervisor (including Planner/Monitor) who is MDE approved and qualified may displace the Supervisor with least seniority. Similarly, Administrative Assistants may displace the least senior Administrative Assistant, provided that the senior employee is fully capable of performing the job of the displaced employee. There shall be no bumping between supervisors and Administrative Assistants.

ARTICLE 11 - LEAVE OF ABSENCE

A. Vacation Leave

1. Vacation time is earned based upon years of completed administrative service to the Agency, and computed on July 1 each year, as follows:

Years of completed administrative service to the Agency refers to years of employment in a position within the bargaining unit represented by this Association.

Full-time employees: (12 month status)

0 through 2 years – 12 work days per contract year

3 through 5 years – 15 work days per contract year

6 through 10 years – 20 work days per contract year

11 years and over – 25 work days per contract year

2. After each month of service in the contract year has been completed, the Administrator shall have earned vacation time according to the established schedules above. Only vacation days which have been earned may be used and taken in accordance with established vacation procedures.

Administrators hired during the fiscal year will receive prorated vacation time for that fiscal year, beginning with the first full month of employment.

For purposes of this Section a "month" of service is attained when the Administrator works (or is in pay status) for at least fifteen (15) days within a calendar month.

3. All vacation leave must be taken at the convenience of the Marquette-Alger Regional Educational Service Agency and must be approved in advance by the Superintendent.

Administrators desiring to utilize vacation time shall submit a written request to their supervising Associate Superintendent/Director at least thirty (30) days in advance. The Superintendent shall have discretion to waive this notification requirement. All vacation schedules are subject to final approval of the Superintendent.

4. Administrators will be able to accumulate no more than thirty (30) days vacation time. Days in excess of thirty (30) will be lost at the end of the contract year.

5. An Administrator who terminates employment with the Marquette-Alger Regional Educational Service Agency will receive pay (but cannot use this amount for MPERS purposes) for unused vacation at his/her per diem rate up to a maximum of thirty (30) days accumulated vacation upon completion of his/her individual contract provided the employee leaves in good standing and with at least a thirty (30) day written notice of his/her intent to leave, or retires under the Michigan Public School Employment Retirement System with at least three (3) months written notice of his/her intent to leave.

In case of death, the pay for up to thirty (30) accumulated unused vacation days will be paid to the beneficiary designated, in writing, or the estate of the deceased Administrator. If no beneficiary is designated, the payment will be made in accordance with the priorities specified in MCL 408.480.

6. Within five (5) work days of return from vacation leave, Administrators are required to submit the MARESA Absentee Report form to the Superintendent.

7. Sickness, accident, bed confinement, or time spent in a hospital during a vacation will not be considered as vacation days, but may be charged against sick leave. This does not

apply to minor ailments or illness. The Superintendent may require a medical statement for purposes of verification.

B. Illness Leave

1. Administrators shall be credited with one (1) day of sick leave allowance per month worked to be used for absences caused by illness or physical disability of the Administrator or immediate family. "Immediate family" shall be defined as: spouse, children, siblings, parents, and parents-in-law.

The unused portion of such allowance shall accumulate from year to year with a maximum accumulation of 200 days.

2. The Agency shall furnish a written statement at the beginning of the school year setting forth the total amount of sick leave accumulated.
3. If it is necessary for an Administrator to be absent from duty due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, the Administrator shall have the option to receive the difference between his/her net salary and the amount received as workers' compensation benefits. The salary differential shall be figured on a percentage basis and the same percentage shall be deducted from the Administrator's accumulated sick leave. (For example: if workers' compensation pays 60% of the net pay amount, sick leave will pay only 40% and the Administrator's sick leave accumulation shall be charged .4 of a day for each day used).
4. An Administrator who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, shall be granted an unpaid leave of absence for the duration of the illness or disability for a period of up to one (1) year.
 - (a) Administrators accessing leave under this Section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the Administrator must begin medical treatment sooner, notice shall be given by the Administrator as promptly as is practicable under the circumstances.
 - (b) The Agency has the right to receive medical certification from the Administrator's health care provider regarding the necessity for any paid or unpaid health leave taken under this Article. The Administrator will facilitate and cooperate in the furnishing of such information, which shall include:
 - (1) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
 - (2) Diagnosis of the illness or disability;
 - (3) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider); and
 - (4) Indication of whether in-patient hospitalization is required.

- (5) Whether the Administrator is able to perform any of the essential functions of his/her position. If so, identification of the job functions that he/she can perform:
 - (6) Other medical facts (if any) related to the condition for which the Administrator is seeking leave (e.g. symptoms, diagnosis, and regimen of continuing treatment).
 - (7) Whether the Administrator will be incapacitated for a single continuous period of time due to his/her medical condition, including time for treatment or recovery;
 - (8) Whether the Administrator will need to attend follow up appointments or work on a reduced schedule basis;
 - (9) Whether the Administrator's condition will cause episodic flare-ups periodically preventing the employee from performing his/her job functions.
- (c) The Agency has the right to require that a second medical opinion (at Agency expense) be obtained. If that opinion differs from that of the Administrator's health provider, the Administrator and Agency (in consultation with the Association, if requested by the Administrator) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Agency, the Administrator and the Association. The cost of this examination shall be paid by the Agency.
 - (d) The Agency shall have the right to require recertification during the leave period and medical certification of the fitness to return to duty at the expiration of the leave period.
 - (e) The Agency and the Administrator agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming, service delivery and supervision.
 - (f) Upon return from leave, the Administrator shall be assigned to either the same position from which leave was taken or to a position for which the Administrator is certified and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
 - (g) The Agency will continue premium payments for health care benefits up to twelve (12) weeks for an Administrator who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. After twelve (12) weeks, the Agency-paid premium payments will cease. At this time the Administrator and dependents may be eligible for continued coverage under the group plan through COBRA. If the Administrator fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the Administrator or other circumstances beyond the Administrator's control) the Agency shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the Administrator, with any deficiency to be remitted by the Administrator to the Agency within five (5) days of demand.

- (h) Where an Administrator requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act, the Agency may require that the Administrator transfer temporarily to an alternative position for which the Administrator is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the Administrator's current assignment.

Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Administrators shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and program supervision.

C. Personal Business Leave

- 1. Two (2) days leave per year, awarded on July 1 of each year, may be granted to each Administrator working twelve (12) months, for personal business which cannot be conducted outside of the Administrator's regular work hours. Personal business leave is subject to prior approval of the Superintendent. If the days are not used they will be placed in the Administrator's sick leave accumulation. Administrators hired during the fiscal year will receive prorated personal leave time for that fiscal year, beginning with the first full month of employment.

For purposes of this Section a "month" of service is attained when the Administrator works (or is in pay status) for at least fifteen (15) days within a calendar month.

D. Funeral Leave

- 1. An Administrator shall be allowed three (3) working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is defined as follows: Mother, Father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the Administrator's household. The Superintendent may grant additional funeral leave in special cases.

E. Child Care Leave

- 1. A leave of absence shall be granted to an Administrator to enable him/her to assist before, during, and after the birth (or adoption or foster care placement) of a child.

This leave shall be for a period of up to twelve (12) weeks and must be concluded within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extensions shall be at the Agency's discretion.

- 2. Administrators accessing leave under this Section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth or placement requires leave to begin in less than thirty (30) days, notice shall be given by the Administrator as promptly as is practicable under the circumstances.
- 3. The Agency and the Administrator agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming, service delivery, and supervision.
- 4. Upon return from said leave, the Administrator shall be reinstated to the former position, or to a position of like nature held prior to commencement of the leave. Assignment to a

position for which the Administrator is certified and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff.

5. Should the death of the child occur within the period of leave, the above rules pertaining to duration and return from leave may be relaxed under such conditions as the Agency may prescribe.
6. The Agency will continue premium payments for health care benefits up to twelve (12) weeks for a Administrator who has been granted an unpaid leave under this Article. If the Administrator fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the Administrator or other circumstances beyond the Administrator's control) the Agency shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the Administrator, with any deficiency to be remitted by the Administrator to the Agency within five (5) days of demand.

F. Substitution of Leave

1. Paid vacation time, as provided in paragraph A of this Article, may be substituted, at the request of either the Administrator or the Agency, for: unpaid personal illness/disability leave under paragraph B(4) of this Article or for any other leave taken under the auspices of the Family & Medical Leave Act of 1993.
2. Paid accumulated sick leave time, as provided in paragraph B of this Article, may be substituted, at the request of either the Administrator or the Agency, for: unpaid personal illness/disability leave under paragraph B(4) of this Article; or for the care of a seriously ill family member taken pursuant to the terms of the Family & Medical Leave Act of 1993, provided that the family member is the parent, spouse or child of the Administrator.
3. When leave is substituted, it shall be counted against the Administrator's entitlement under the Family & Medical Leave Act of 1993.

G. Jury Duty Leave

1. An Administrator shall be entitled to leave with pay for jury service if he/she is unable to be excused or to have such service rescheduled. The Administrator shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the Administrator's daily pay and shall remit any juror fee to the Agency.

H. Terminal Leave

Upon permanent separation and resignation from the Agency and upon simultaneously becoming eligible for benefits from the Michigan Public School 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. An Administrator is entitled to this benefit provided he/she has been employed a minimum of ten (10) years in the Agency. In case of death, this benefit shall be paid in a lump sum to a beneficiary designated in writing by the employee. If no beneficiary has been designated, payment will be made according to MCL 408.480. The maximum payable for either of the above benefits shall not exceed \$4,500.

Permanent separation and resignation signify that the individual is retiring from the Marquette-Alger Regional Educational Service Agency and is accordingly resigning all of his/her rights to continued regular employment with the MARESA.

Once an Administrator has permanently separated and resigned from employment at MARESA, nothing shall preclude the Agency and that individual from subsequently entering into an agreement whereby the former employee is retained by the RESA on a temporary or consultant basis, to perform specified professional services on behalf of the RESA. However, it is expressly understood that such individuals electing to permanently separate and resign from the RESA have no expectancy of subsequently receiving an offer for consultant or temporary services from the Agency. Similarly, the Agency has no right to expect that an employee who has permanently resigned and separated from the RESA is in any way obligated to accept an offer to provide consultant or temporary professional services to the RESA.

The Agency and the Association agree that any consultant or temporary service arrangements which are undertaken after an Administrator's permanent separation and resignation from the RESA shall not be subject to or governed by the terms of the Master Agreement between the Agency and the Association. Such individuals shall be regarded as non-bargaining unit members, with all terms and conditions for their service or retention as consultants exclusively subject to individual negotiation between that person and authorized representatives of the Agency.

The Association recognized that there may be instances where consultant or temporary services provided by separated Administrators will involve performance of duties which have been historically associated with work within the Association's bargaining unit or which may have a community of interest with the bargaining unit. Recognizing the benefit of such temporary or consultant services, the Association hereby waives any claims of improper subcontracting or improper invasion, erosion or allocation of bargaining unit work with respect to temporary or consultant services performed by former bargaining unit members of the Administrators' Association who have resigned and permanently separated from regular employment services with the Agency.

ARTICLE 12 - INSURANCE

A. The Agency, for a twelve (12) month period beginning July 1 during each year of this Agreement, shall make premium contributions, subject to the provisions below, on behalf of Administrators (and their eligible dependents) for one of the following plans. The Administrator shall elect one of the following plans during the open enrollment period (normally in September) 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 Administrators electing health insurance coverage):

a. Upon submission of a written application, the Agency agrees to make full premium payment, allowable by law, toward health care protection according to family status toward the purchase of MESSA ABC Plan 1, underwritten by Blue Cross/Blue Shield. The 2012 rates for MARESA are \$15,201.66. Taking the hard cap, employees must pay the premium excess of \$201.66 payable through payroll deduction. The allowable premium may change annually and the employee will be responsible for the excess amount.

In addition to the out-of-pocket contributions, employees must pay a \$1,250 single or \$2,500 2-person/family deductible. The \$1,250/\$2,500 deductible is deposited in a debit card account at the beginning of each plan year. Employees would also be allowed, if they so choose, to contribute additional funds to the deductible account through payroll deduction.

b. MASB-SET Ultra-Dent: 90/90/90; max annual benefit per person \$1,000; lifetime maximum benefit orthodontic \$1,500. Policy #52000-53-D1094.

c. MASB-SET Vision; Policy #52000-51-V0486.

- d. Group Term Life Insurance (with AD&D rider) in a full amount equal to the Administrator's annual salary rounded to the next higher interval of \$10,000.
 - e. MASB-SET Long Term Disability: 6-month wait period; 60% of salary to monthly maximum of \$3,000.
2. **Plan B** (for Administrators not electing health insurance coverage).
- a. Administrators may participate in the MARESA Cafeteria Plan which allows for one bargaining unit member, \$250 per month to be contributed through elective salary reduction to an IRC 403 (b) annuity or to defray premium cost for optional non-taxable benefits, to be selected by the Administrator, from programs available through companies for which deductions are made for other employee groups of the RESA.
 - b. Dental - same as Plan A.
 - c. Vision - same as Plan A.
 - d. Group Term Life - same as Plan A.
 - e. Long Term Disability - same as Plan A.
- B. The Agency agrees to make the premium contributions for the coverage specified in this Article for the duration of this Agreement. Disputes over policy coverage between the insurance carrier, policyholder and/or underwriter and Administrator(s) or their dependents or beneficiaries shall be a matter solely between the Administrator and the insurance company.
- C. The terms of any insurance contract or policy issued by any insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning enrollment, benefits, eligibility, coverage, termination of coverage and other related matters. The Administrator is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. The Agency, by payment of the insurance premiums indicated above, shall be relieved from any and all liability with respect to insurance benefits and programs.
- D. Changes in family status shall be reported by the Administrator to the Business Office within thirty (30) days of such change. The Administrator is responsible for any overpayment of premium made by the Agency on his/her behalf for failure to comply with this paragraph.
- E. Upon termination of employment (also including leaves of absence and layoff), the Administrator is entitled to have issued to him/her, without further evidence of insurability, a policy of life insurance in any one of the forms customarily issued by the insurance company, except term insurance, in an amount equal to the protection the Administrator enjoyed under the group insurance policy plan in effect under this Agreement. In order to exercise this right, it is necessary that the Administrator make application directly to the insurance underwriter within thirty-one (31) days of his/her date of separation. If the Administrator is interested in exercising this right of conversion, he/she should obtain the mailing address of the insurance carrier from the personnel office.
- F. When employment is interrupted by layoff, discharge, resignation, retirement, leave of absence (except as otherwise required by this Agreement and/or the Family & Medical Leave Act), all insurance premium payments by the Agency continue only for the balance of the month in which such termination occurs.

- G. The Agency reserves the right to competitively bid any of the insurance programs specified in this Article provided that notice of changes in carrier, underwriter and/or third party administrator are given to the Association prior to adoption. Further, any substituted plan shall have benefits comparable to the plan replaced.

ARTICLE 13 - HOLIDAYS

- A. Administrators shall be granted the following holidays under the conditions specified below:

July 4, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day

- B. Holidays occurring during unpaid leaves of absence are not compensable as holidays.

ARTICLE 14 - PAYROLL DEDUCTIONS AND ANNUITIES

- A. An Administrator may make a written election to have a portion or all of his/her salary deposited into local financial institutions receiving electronic deposits in accordance with the arrangements extended to other employee groups of the RESA.

Such written election shall be valid until written revocation is received by the Agency from the Administrator.

- B. Administrators may make written elective deferrals through salary reduction for participation in IRC 403(b) annuity programs available through the companies for which deductions are made for other employee groups of the RESA.

Such written election shall be valid until written revocation is received by the Agency from the Administrator.

- C. Upon separation of an Administrator during any fiscal/contract year, his/her salary shall be adjusted to reflect payment, for the number of work weeks which services were actually and physically rendered during the contract year. Any amounts due the Administrator upon separation shall be remitted by the Agency to him/her as soon as such amount can diligently be determined. Any salary amounts received by the Administrator in excess of full weeks actually worked during the fiscal/contract year shall be deducted from the Administrator's remaining wages. Any wage overpayments not recoverable by the Agency through wage deduction shall be remitted to the Agency by the Administrator within three (3) business days of separation from employment.

- D. The Agency shall have no liability for the accuracy or performance of any account or investment medium to which the Administrator has directed compensation under this Article.

ARTICLE 15 - EXPENSES

- A. The Agency shall provide reimbursement of reasonable and proper expenses incurred by Administrators when executing their duties. Administrators shall be paid mileage at a rate consistent with allowable IRS guidelines for use of private vehicles on RESA business.
- B. Administrators shall at all times maintain complete and accurate records verifying their expenses. Upon request, these records shall be provided to the Agency.
- C. Expenses shall be submitted in conformance with Agency Policy 4009 (as amended). Administrators will be notified of any modifications in Agency policies pertaining to expenses.

ARTICLE 16 - WORK SCHEDULES AND HOURS

- A. Each Administrator is an educational leader for the Agency and will maintain a work schedule, under the supervision of his/her Associate Superintendent/Director and the Superintendent, which

will insure a quality management approach in the maintenance and development of RESA programs and services. It is essential for Administrators to work a schedule which permits and enables the achievement of RESA goals.

- B Administrators are professional employees. This means that in return for his/her compensation and other benefits, Administrators, compensated on a salary basis, must work the amount of time required to perform his/her job in a competent and professional manner. The occupational priority of the Administrator shall be the fulfillment of his/her job responsibilities in a competent and professional manner.
- C. Outside consulting activities may be allowed by the Agency under the following procedures and criteria:
 - 1. Any Administrator desiring to engage in outside consulting shall submit a written request to the Superintendent describing the nature of the proposed activity, its anticipated duration, remuneration to be received (if any), the recipient of the service and if leave will be taken by the Administrator to perform the activity.
 - 2. If the Superintendent denies approval of the proposed consulting activity, the Administrator may appeal that determination to a Committee of the Agency, whose decision shall be final and not subject to the Grievance Procedure.
 - 3. It is recognized that approval or disapproval of consulting activities must be evaluated on a case-by-case basis and that no decision in one instance will serve as a precedent in future instances. However, the Agency Committee and Superintendent will consider the following criteria:
 - a. Remuneration to be received by the Administrator and/or the RESA.
 - b. The nature of the proposed service in relation to the Administrator's duties with the RESA.
 - c. The proposed recipient of the service.
 - d. The amount of time to be devoted to the consulting arrangement and how the Administrator will account for such time (i.e. leave).
 - e. Whether the proposed service is incompatible with any proprietary interests of the RESA or is likely to have any adverse impact upon the relationship of the RESA with other educational entities or the community.
 - f. Whether performance of the activity would violate any provisions of the Revised School Code or Agency policies to implement the Revised School Code, including, but not limited to policies pertaining to conflicts of interest.
- D. Administrators are retained on a full-year basis (52 weeks) with the exception of any paid or unpaid leaves authorized by this Agreement. Should the Agency determine to reduce the number of work weeks of an Administrator, there shall be a proportionate reduction in all compensation and benefits.
 - 1. In the event of a reduction in the number of weeks worked by a Administrator, Agency premium contributions for insurance shall remain unaffected if the Administrator will be in pay status (including paid leave) under this Agreement for at least 180 days during the fiscal year (July 1- June 30). For service of between 135 and 179 days during the fiscal year the Agency shall remit 75% of the required premium, with the balance to be deducted from the Administrator's wages. For service of between 90 and 134 days during

the fiscal year the Agency shall remit 50% of the required premium, with the balance to be deducted from the Administrator's wages.

This subsection shall only be applicable in those instances where an Administrator's work schedule is reduced but the Administrator otherwise remains in the active employ of the Agency. This subsection shall not apply in situations where the Administrator is placed on indefinite layoff status and does not remain in the active employ of the Agency. The duration of Agency funded insurance premium contributions in the latter circumstance shall be as provided in the Article of this Agreement entitled "Insurance."

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

- A. The parties declare their support for a program of professional development to enhance the individual Administrator's education and experience in relation to the needs of the RESA. Normally, Administrators are serving on a 12-month basis and it is difficult for them to take time off to pursue educational coursework. The following policies have been adopted by the Agency to encourage professional development permitting Administrators to remain current in their work:
1. An Administrator may request an education leave up to two (2) months without pay to pursue educational coursework which will enhance the Administrator's performance with the RESA. The Administrator's written request may be submitted to the Superintendent for approval in a timely manner and must be accompanied by a well-considered written plan of utilizing the unpaid leave in a manner which is in the best interest of the RESA.
 2. The Superintendent may allow time off, vacation time or otherwise, for Administrators to pursue additional coursework when such coursework is held during normal business hours and is likely to benefit the Administrator in his/her performance and job responsibilities with MARESA. The cost of the coursework will be borne by the Administrator.

ARTICLE 18 - GENERAL PROVISIONS

- A. **Notices:** Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

Agency: Office of Superintendent
Marquette-Alger RESA
321 East Ohio
Marquette, Michigan 49855

Administrators' Association: 321 East Ohio
Marquette, Michigan 49855

Administrators: As set forth in the records of the Agency.

or such other address as a party or an Administrator shall hereafter furnish in writing. Nothing in this Section shall prohibit personal delivery of written notices.

- B. Scope, Waiver and Alteration of Agreement

1. It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

2. There are no understandings or agreements or past practices which are binding on either the Agency or the Administrators' Association other than the written agreements enumerated or referred to in this Agreement. No further agreements shall be binding on either the Agency or the Administrators' Association until the same have been put in writing and signed by both the Agency and the Administrators' Association as either an amendment to this Agreement or a Letter of Understanding executed by both parties.
3. It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.
4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and the Administrators' Association, for the life of this Agreement, each voluntarily and qualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.
5. The rights of either party or of an Administrator to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

C. Separability and Conformity to Law

1. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision or application of this Agreement shall be prohibited by or be deemed invalid (whether by legislative enactment or judicial decision) under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision.

D. Emergency Manager

1. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE 19 - SERVICE SEPARATION STIPEND

- A. The Agency agrees to provide separation stipends to those Administrators who meet the requirements under the Michigan Public School Employees Retirement System and have ten (10) or more years of service at MARESA.

Stipends shall be as follows for those Administrators qualifying and retiring:

<u>Level</u>	<u>Service Credit*</u>	<u>Assistance Payments</u>
I	20 years of service credit	\$8,000
II	10 years of service credit	\$6,000

APPENDIX A

**MARESA ADMINISTRATORS
2012-2013 and 2013-2014**

Administrative Salaries

	<u>2012-2013</u>	<u>2013-2014</u>
Grants & Special Projects Administrator	\$46,945	\$48,119
Accounting Administrator	\$54,758	\$56,126
Information Systems Administrator	\$59,033	\$60,509

AFSA will be provided an opportunity for input on any new hires. Salary for new hires will be determined based upon education, experience, and training. The final decision is at the sole discretion of the recommendation by the Superintendent to the Board of Education.

***All pay adjustments effective on July 1 of each contract year.**

As an incentive to select the hard cap plan and maximize MARESA health savings, and to provide the most affordable insurance for all employees, MARESA employees, if they so desire, may "cash in" unused sick, vacation, and/or personal leave at their daily rate not to exceed \$400 per day or \$1,250 per year for single subscriber or \$2,500 per year for 2-person/family subscriber. This "cash in" must be contributed to the MARESA provided health savings account for each employee.

APPENDIX B

AFSA members will be eligible to participate in the MARESA Administrator's sick bank as established by the Board of Education on July 14, 2003.

*Service credit as recognized by the Michigan Public Schools Employee Retirement System.

- B. Separation stipends will be made in a lump sum payment (less deductions required by state and/or federal law) provided that written application for retirement will be no later than three (3) months preceding the anticipated retirement date.
- C. Benefits under this provision shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.
- D. The Administrator will not receive the separation stipend until he/she has presented proof of retirement from the Michigan Public School Employees Retirement System.

ARTICLE 20 - TERM OF AGREEMENT

- A. This Agreement shall be effective upon ratification and shall remain in full force and effect until June 30, 2014 when it shall terminate. This Agreement shall not be extended except by written agreement of the parties.
- B. The parties shall cooperate in arranging for negotiations on a successor contract at least sixty (60) days prior to contract expiration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative.

**MARQUETTE-ALGER RESA
AGENCY OF EDUCATION**

By: *Richard J. Hermann*

Date: 7/9/2012

By: *Richard E. Bejar*

Date: 8/13/2012

**MARQUETTE-ALGER RESA
ADMINISTRATORS' ASSOCIATION**

By: *Chris M. Velt*

Date: 7/9/12

By: *Rene Cope*

Date: 7/9/12