

Master Agreement

between

Alpena-Montmorency-Alcona Educational Service District Board of Education

and

Alpena-Montmorency-Alcona Federation of Teachers, Local #4693 Affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO

July 1, 2025 through June 30, 2027

April 9, 2025

Document Ref: STVKT-HA8V4-XPXEQ-5GSS7

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PREAMBLE

This agreement is entered into by and between the Board of Education of the Alpena-Montmorency-Alcona Educational Service District, hereinafter called the "Board," and the Alpena-Montmorency-Alcona Federation of Teachers, Local #4693,affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO, hereinafter called the "Union" or the "Federation."

It is hereby agreed as follows:

WITNESSETH

The general purpose of this Agreement is to set forth terms and conditions of employment and to provide for the operation of the Board's/Employer's business under methods which will further the safety of the employees, realization of the maximum quality and quantity of work, protection of the property and avoidance of interruption of services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Providing high quality educational services for the students of the AMA ESD is the paramount aim of this school district. The Board of Education, administrative staff and the Federation employees have definite responsibilities in providing such services. The Board of education under law, has the responsibility for establishing the policies for the District; the administrative staff has the responsibility for carrying out the policies established.

To these ends, the Board and the Federation encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Board and the Federation at all levels and among Federation employees, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the administrative staff has the responsibility for carrying out the policies established, and

WHEREAS, the Board and Federation recognize and declare that providing quality educational services for the constituencies of the Alpena-Montmorency-Alcona Educational Service District is their mutual aim, and

WHEREAS, the parties to this agreement have the responsibility for providing prompt, accurate and efficient services and conduct consistent with all policies established by the Board, and

WHEREAS, the Board has a statutory obligation under the Public Employment Relations Act to negotiate with the Federation as the representative of its professional staff personnel as defined herein, with respect to wages, hours and terms and conditions of employment, and

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WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all full- and part-time personnel (identified in section B) including those whose duties are directly associated with the delivery of direct classroom or ancillary support services in the District employed by the Board.

   Excluding: all supervisory personnel, administrative employees, any temporary part-time or substitute employees, secretarial/clerical/support employees, custodial/maintenance employees, food service employees, co-op or internship employees, data processing/technology employees, specially funded seasonal program employees, GSRP employees, as well as any other non-certificated and administrative personnel not herein named. Those personnel whose duties fall under the classification of staff covered under this bargaining agreement, but who are also working in a supervisory and/or administrative capacity, shall also be fully excluded.

B. Regularly employed part-time professional staff employees working at least seventeen and one-half hours per week and working a minimum of sixty continuous scheduled days shall be entitled to benefits on a prorated basis. For those insurance coverages which the carrier excludes part-time staff participation, the staff member shall have their monthly share of insurance costs reduced by an amount equal to the prorated individual premium of those insurances from which they are excluded.

C. Staff who are employed in addition to the above list whose job description requires an earned bachelor's degree or higher and/or certification, or staff hired to fulfill the requirements of a specially funded state or federal project on a school year basis, which requires a bachelor's or higher degree, shall be included in this unit.

D. Employees hired to fill temporary professional staff vacancies of more than sixty continuous scheduled days in that assignment shall abide by the following sections of this contract: Grievance Procedure, Evaluations, Salary Schedule, Rate of Pay, Travel, and Insurance.

E. This Agreement shall be applied uniformly to all employees within the bargaining unit.

F. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above, and reference to male employees shall include female employees. The term "Board", or "employer", or "designee" when used herein shall refer to the Board of education, Superintendent, or his designee.

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G. It is the responsibility of the employee to maintain current, valid certification, license, and approval from the appropriate state agency, to maintain status as a bargaining unit member.

ARTICLE II - RIGHTS AND RESPONSIBILITIES

Board Rights:

A. The Board, on its behalf and on the behalf of the constituencies of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, including, but without the generalities of the forgoing, unless expressly provided otherwise in this agreement the right:

- To the executive management and administrative control of the school system and its properties and facilities and the duties of its employees;
- To hire, promote, transfer, assign, and retain employees in positions within the district;
- To establish special programs for students, all as deemed necessary or advisable by the Board, and to determine the scope and depth of services to be provided to the various constituencies of the District;
- To determine the methods, means, and personnel by which operations of the district are carried on;

B. The exercise of the forgoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of discretion and judgment in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

Federation Rights:

A. The Federation and its members shall have the right to use school building facilities at all reasonable non-duty hours for meetings. Separate bulletin boards and other established methods of communication, as designated by the administration, shall be made available to the Union and its members at no cost to the Board.

B. The Board agrees to furnish information to the Federation in response to

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requests from time to time concerning the financial resources of the district, tentative budgetary data, and allocations thereof as normally available to the public which will assist the Federation in preparing for negotiations.

C. It is agreed by the Board that Federation members shall be granted leave time for no more than ten days total, with individual members using no more than four days each for Federation activities. Any substitute teacher costs incurred by the District will be reimbursed to the District by the Federation. Such leave time shall not be used to support strikes, slowdowns, picketing, or other job actions within or outside of the District. A minimum of five days' notice must be given to the immediate supervisor for planned activities.

Employees' Rights:

A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and lawful concerted activities for mutual assistance and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the exercise of any right conferred by law or by this Agreement by reason of their membership in or participation with the Union or its activities.

B. The Board of Education shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no professional staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.

C. Nothing contained herein will be construed to deny or to restrict rights of an employee under the Michigan Revised School Code or by the laws and the Constitution of the State of Michigan and the United States.

D. Employees shall be entitled to full rights of their citizenship and no religious or political activities of any employee (or lack thereof) outside the scope of employment shall be grounds for discipline or discrimination with respect to the professional employment of such employee.

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ARTICLE III - PAYROLL DEDUCTIONS

Payroll Deductions:

A. Upon appropriate written voluntary authorization by the employee, the Board will deduct from the salary of the employee, and make appropriate remittance, monies specified for:

1. United Way
2. Tax Deferred Retirement Plan
3. Health Savings Accounts
4. Other Administration/Board Approved Insurances

B. Tax Deferrals

1. Employees may elect to participate in tax deferred retirement programs under Section 403 (B), (including Roth) and Section 457of the Internal Revenue Code, consistent with the ESD Policy and IRS regulations.

C. All professional staff member paychecks will be direct deposited.

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ARTICLE IV – PROFESSIONAL COMPENSATION

A. Salary Schedules

2025-2026 – 4.0% on scale; 2026-2027 – 0% on scale

Step	BA	MA	MA+15	MA+30	EDS[1]
0	48,060	56,148			60,011
1	50,042	58,187			62,185
2	51,592	59,876			64,054
3	53,532	61,978			66,298
4	55,439	64,099			68,631
5	57,365	66,168			70,861
6	59,678	68,416			73,582
7	61,995	71,218			76,314
8	64,307	73,741			79,035
9	67,007	76,691			82,252
10	70,206	79,631			85,456
11		83,621			89,689
LA	72,756	86,172	88,192		92,240
LB	76,392	89,121	90,993		94,739
LC	76,768	89,496	91,367		95,112
LD	77,218	89,944	91,815	93,692	95,565

For each year of the contract, all staff within this group shall receive a prorated off-schedule payment in their bi-weekly pay as part of their negotiated wages for services performed.

The full amount of the off-schedule payment shall be as follows:

- Year 1 (2025-2026) $5,000
- Year 2 (2026-2027) $5,000

The off-schedule amount will be used in the daily rate calculation.

Employees hired after July 1, 2011 will not be eligible for the following columns for BA+15, BA+30, or MA+30.

Employees hired after July 1, 2014 will only be eligible for the following columns: BA, MA, and ED.S

[1] Programs such as the School Psychology Specialist offered by Central Michigan University or the Specialist in School Psychology program from the University of Detroit Mercy, or equivalent specialist-level programs, may qualify an employee for placement on the Education Specialist lane of the salary schedule. Additional documentation may be required to verify program qualifications.

Current employees being paid on Columns BA+15, MA +15 and MA+30 may remain on those columns. Any movement to a new column can only be to degree columns MA and EDS.

After July 1, 2025, degree "equivalents" shall not be recognized and only earned degrees shall be recognized on the salary schedule.

For purposes of this section, longevity steps are defined as follows:

LA= 12-15 years of experience
LB= 16-19 years of experience
LC = 20-23 years of experience
LD = 24 or more years of experience

Experience is defined as years of service in district plus credited service received for initial placement on the salary schedule at date of hire.

1. All professional staff working 183 days shall elect by the first Friday of their working contract to receive their pay in twenty-one or twenty-six biweekly installments.

2. Requests for changes in the base rate must be made to the immediate supervisor and the Superintendent. The statement will include: 1.) The reasons for the requested change; 2.) The former level and rate of pay; and 3.) The requested level and rate of pay. Staff member will provide the Superintendent with university transcripts and/or official grade reports to support the request for change in the rate of pay.

   Changes in base rate of pay shall be made effective to the beginning of the contract period or the first pay period after January 1 after evidence of course or degree completion is provided to administration, whichever is later.

   A professional staff member assigned to a position covered by this agreement which required working in excess of the work calendar in this agreement shall have their salary computed based on the current daily rate of pay times the number of working days.

3. A professional staff member hired on or after January 1 in the contract year, shall remain at the step established at the point of hire for the next contract year. The employee will then advance to the next step per the master agreement. For example, a member hired on January 10 and placed at BA step 2 shall remain at BA step 2 for the following year. This provision does not apply to degree completion/column movement. Current contract language shall apply to these situations.

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4. Extra Duty:

    a. Pied Piper staff required to work additional events (e.g. Holiday Program, Greenhouse Sale, or others as approved by administration in advance) shall be paid an hourly rate according to their established per diem rate.

    b. Staff selected for or assigned to the extra duty positions listed below will be compensated based on a percentage of BA Step 0 per the current salary schedule. The specific percentage applicable to each extra duty position will be as outlined below and may be prorated, if applicable. Staff members are expected to fulfill all duties and responsibilities associated with their extra duty position. Compensation for extra duty positions will be paid after the successful conclusion of the season or at the end of the school year, depending on the nature of the position. Extra duty positions are on an "at-will" basis, and the acceptance of an extra duty position does not guarantee continuation or renewal in subsequent seasons or school years.

        1. E-Sports Coach 2%

        2. Mentor 1%

B. Insurance

1. Beginning July 1, 2025, the Board shall make available a High Deductible insurance plan, with the following stipulations:

    In 2025-2026, the Board pays the lesser of S$643.19, 2 Person$1,345.11, FF-$1,754.15 or an amount that leaves the district below the State mandated cap as calculated by the district business office.

    In 2026-2027, the Board pays the lesser of S$661.84, 2 Person1,384.11, FF-$1,805.02 or an amount that leaves the district below the State mandated cap as calculated by the district business office. The Parties further agree to a reopener provision in the 2026-2027 year of the agreement, specifically in the event of any changes to the projected Public Employer Contributions to Medical Benefit Plans (commonly referred to as the "hard cap"). This reopener is limited exclusively to negotiations concerning these contributions and will be triggered only if the hard cap is increased beyond the currently projected 2.9% adjustment.

    The Board will contribute money into an HSA for each insured full-time professional staff member, prorated to the staff member's start date/termination date, along the following guidelines:

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- $2,000 (or $1,000[2]) for full family coverage
- $1,500 (or $750[3]) for 2-person coverage
- $1,000 (or $500[4]) for single coverage
- 50% of the corresponding Board contribution will be deposited in January and 50% will be deposited in July of each year of this agreement for current employees.
- It is further agreed that if the definition of a High Deductible Health Care Plan changes, requiring higher deductibles to be eligible for an HSA, that the current plan deductibles will increase to the minimum required for eligibility.

2. The District's ability to implement cost savings adjustments with health insurance is restricted by the following considerations:

    a. In the event that alternative coverage or programs are being considered, Board shall meet with the Federation negotiators to review and clarify all matters of concern, and with their approval, implement any changes.

    b. Confidentiality of claim experience will be maintained as in the past by the District, and any service providers.

    c. Current insurance information can be found on the Transparency Page through the AMAESD website.

3. The Board shall provide a cash option in lieu of health insurance benefits. To accomplish this, the Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. In the event six or more professional staff members elect the cash option, the payment will be $400 per month. If the number falls below six, the payment will be $225.

    The cash option received by the staff member may be utilized to purchase a tax-deferred annuity. To purchase a tax-deferred annuity, the staff member shall enter into a salary reduction agreement.

4. The Board of Education shall provide, without cost to the employee, full-family dental insurance coverage. This coverage will be provided through an insurance program or alternatively through a self-funded/third party administered program.

    Dental coverage is as follows:

[2] This option is at the discretion of the individual member. The choice to reduce by 50% the employer's contribution may save the member on premium costs based on PA 152 requirements.

[3] [3] This option is at the discretion of the individual member. The choice to reduce by 50% the employer's contribution may save the member on premium costs based on PA 152 requirements.

[4] [4] This option is at the discretion of the individual member. The choice to reduce by 50% the employer's contribution may save the member on premium costs based on PA 152 requirements.

Class I & II -100%
Class lll - 80% crowns, bridges, dentures
Class IV - 50% orthodontics under age 19

Maximum Benefits $1200/year each person except for orthodontics.
Lifetime maximum $1500 each person under age 19 for orthodontics.

5. Effective with the date of this agreement, the Board of Education will provide a $37,500 term life insurance policy for all full-time professional staff. For the purposes of this section only, full-time shall be as defined by the contract with the insurance carrier.

6. The Board shall provide individual liability and malpractice insurance coverage for staff members, including at minimum, incidental medical malpractice, errors and omissions, and comprehensive general liability coverage. Such insurance shall provide $1,000,000 per occurrence protection for staff members from claims arising out of the lawful execution of their duties as AMA ESD employees, subject to the limitations and exclusions as set forth in the Board's liability insurance contract. The Board shall provide a copy of the insurance policy providing said coverage, to the Federation upon request.

7. The Board of Education shall make available a full family Vision Insurance program.

   For the period beginning July 1, 2025, benefit levels will be equivalent to those provided in Appendix A.

   This coverage will be provided through an insurance program or, at the Board's option, a self-funded program.

8. The Board of Education shall make available a long term disability insurance program to include a monthly disability benefit covering the full calendar year, with a ninety calendar day waiting period. Monthly benefit amounts shall be equal to 66 2/3% of the employee's monthly salary, to a maximum monthly benefit amount of $5,550 per month. It is agreed that monthly benefit payments are subject to acceptance of claim by the carrier. The benefit period for sickness or accident shall be as follows:

Age at Time of Disability	Benefit Duration
Less than 60	to age 65
60-64	5 years
65-69	To age 70 but not less than 1 year
70 and over	1 year

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The benefit period for mental or nervous disorders will be limited to a maximum of two years unless the employee is confined to a hospital or institution.

The Board of Education shall pay 100% of the monthly premium amounts through the end of this contract for all full-time professional staff. For the purposes of this section, full-time shall be defined by the contract with the insurance carrier.

9. Termination of Employment - Health Insurance. Subsequent coverage may be requested, and will be made available as required under PL 99-272 of 1986 (COBRA).

C. Tuition Reimbursement

Professional staff, other than those on education leave, who earns graduate credit outside of normal working hours from an approved college or university, shall be partially reimbursed for their tuition cost with the following stipulations:

1. All approved leaves of absence are considered to be outside of normal working hours. Persons on education leave do not qualify for tuition reimbursement.
2. Staff member must obtain written course approval by the supervisor before course start date to be eligible for reimbursement.
3. Reimbursement for a maximum of ten semester credit hours (or equivalent quarter credit hours) per fiscal year (July 1-June 30) will be granted for courses successfully completed during that fiscal year. Evidence of successful course completion must be given to the Supervisor to process payment.
4. Rate of reimbursement will be seventy percent of actual cost of tuition for approved class or classes.

D. Mileage and Travel Expenses

1. The Board of Education shall reimburse employees who are required to drive their personal vehicle the IRS approved rate effective on January 1 and August 1 each year. Private vehicle mileage shall be paid for those actual and necessary miles traveled from the first assigned work station each day to other work assignments. No exceptions shall be granted without prior approval by the immediate supervisor.

   Approved miles shall include:

   a. All mileage between work stations if a staff car is not available. When a staff car is available, reimbursement is for gas only per the established formula:

      i. 25% of the IRS mileage rate[5]

   b. All mileage to and from conferences, seminars and in-services, if

[5]For example, if the IRS mileage rate is $0.70/mile, the gas only reimbursement would be $0.175/mile.

approved by the immediate supervisor and if a staff car is not available.

2. Each staff member shall have a base work station designated by their immediate supervisor. This base work station shall be designated at the beginning of the school year. Changes in the base work station may occur after consultation between the staff member and the staff member's immediate supervisor.

3. Exceptions to the above rules must be approved by the immediate supervisor.

4. For conference-related travel or travel of longer distances for meetings and/or events, vehicle rental may be required or may be an option.

5. Teachers with an assigned classroom will not be reimbursed for mileage to and from their classroom location.

6. Personal mileage to and from work is the responsibility of the employee, with the exceptions listed below for Calculating Reimbursable Mileage.

7. “One-way commute” is defined as the distance from the employee’s home to Pied Piper for staff assigned there OR the AMA ESD main offices for all other staff.

8. The workday commences when the employee arrives at their first work site to engage in significant and meaningful work at their scheduled start time. "Significant and meaningful work” refers to activities that are essential and substantial, contributing directly to the purpose and objectives of the staff member’s job duties. This includes tasks necessary for fulfilling job responsibilities and advancing the organization's mission at the designated location. Such work involves activities that are more than incidental, transient, or temporary in nature and require dedicated effort and time to achieve substantial outcomes relevant to the staff member’s duties and the district’s goals. Examples of significant and meaningful work may include conducting/participating in meetings, providing direct services to students, engaging in planning and professional development, performing administrative functions that directly support the operations of the worksite or a member’s job responsibilities (e.g. writing a report, composing other correspondence, participating in a staffing, etc.), presenting to a group or facilitating a group meeting/session, and other similar work. Significant and meaningful work does not include transient stops in a parking lot to check email, send a text, make a phone call, check calendar events, or stopping at a worksite to engage in social conversations, grab a laptop charger, or other similar activities/events. Momentary stops at a worksite typically will not constitute significant or meaningful work.

9. When developing service schedules, staff should minimize travel between sites and maximize service time in LEA/district buildings. Intentionally constructing a schedule to be closer to home at the end of a day is impermissible when service to locals or other duties are a priority. Again, minimizing travel time and maximizing service time or time on task is a priority. Starting/Ending at your

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home base may be permissible when all other service obligations are fulfilled at other worksite assignments or when work needs dictate. Generally, when staff have a full day planned at a building/district, the full day should be spent there. An essential value of the AMA ESD is *service* to our local districts, and staff should maintain visibility within each worksite.

10. Calculating Reimbursable Mileage:

    a. **START AT AMA ESD or PIED PIPER**

        i. START WORK AT AMA ESD/PIED PIPER, travel to district(s) and back to AMA ESD/PIED PIPER - all mileage is chargeable.

        ii. START AT AMA ESD/PIED PIPER, travel to district(s) and then to home - total mileage minus one-way commute is chargeable.

    b. **START AT HOME**

        i. START AT HOME, travel to district(s) and then to home

            1. Travel to the first site from home - mileage minus one-way commute is chargeable

            2. Distance traveled between sites is fully reimbursable

            3. Travel from last site to home - mileage minus one-way commute is chargeable

        ii. START AT HOME, Travel to district(s) and then to AMA ESD/PIED PIPER - total mileage minus one-way commute is chargeable.

    c. **ADDITIONAL EXAMPLES**

        i. START WORK AT AMA ESD/PIED PIPER, travel to district(s) and back to AMA ESD/PIED PIPER - all mileage is chargeable. (No example needed)

        ii. START WORK AT AMA ESD/PIED PIPER, travel to district(s), and then to home - mileage minus one-way commute is chargeable.

            1. Living in Ossineke. Travel from AMA ESD/PIED PIPER to Hillman HS/MS for site visit, then home to Ossineke. Mileage is less than one-way commute:

        iii. START AT HOME, travel to district(s) and back home:

            1. Living in Alpena. Travel from home in Alpena, to Atlanta Community Schools, to Hillman Community Schools, to home in Alpena.

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a. Home in Alpena to Atlanta Community Schools: Chargeable mileage = miles traveled minus one-way commute.

b. Atlanta to Hillman - fully chargeable

c. Hillman to home in Alpena - chargeable mileage = miles traveled minus one-way commute

iv. START AT HOME, Travel to district(s) and then to AMA ESD/PIED PIPER - Total mileage minus one-way commute is chargeable.

1. Living in Hillman. Travel from home in Hillman, to Hinks Elementary at the start of the day, then to AMA ESD. Mileage is less than one-way commute is chargeable.

11. Approved out-of-district travel expenses for meals, lodging, parking, gas and oil for staff cars, and conference registration fees shall be reimbursed upon submission of receipts from such travel. Meal allowances are not to exceed $50 per day for full-day activities outside the ESD boundaries. For trips that will not require a full day's meal allowance, the following rates will apply:

a. $10 for breakfast (Leave before 7:00 a.m.)

b. $15 for lunch

c. $25 for dinner (Arrive home after 7:00 p.m.)

Exceptions to the above limitations shall be when meal costs are included in a conference or banquet registration fee, provided in hotel stay, etc. These amounts shall not be less than approved limits as published within the staff handbook and may be adjusted (increased) during the term of the contract by administration.

E. Professional Development

The AMA ESD Board of Education is supportive of professional development and encourages Federation Staff Involvement. The Board of Education will make every effort to budget available resources to enable staff to attend professional development activities that support the AMA ESD goals and are approved by the Board of Education or its designee.

F. Employment Incentives

Nothing in this Agreement shall prevent the Board from offering incentives to attract new employees for bargaining unit positions, or to existing staff when new programs are added. Such incentives may include, but shall not be limited to: signing bonus, reimbursement for moving expenses, assistance with repayment of outstanding student loans, and any other incentives as are

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determined appropriate by the Board. The Board agrees to notify the Association in the event that a newly hired bargaining unit member receives an incentive.

G. Retention Bonus

Employees who are employed for at least 51% of the contract year, as defined by the official calendar, and who receive an evaluation rating of "effective" or better, shall be eligible for a $500 retention bonus. This bonus will be payable in June of each contract year. The eligibility criteria include continuous employment for the specified period and meeting or exceeding the performance evaluation standards set forth by the Board.

ARTICLE V - WORKING CONDITIONS

A. Individual Contracts

Individual contracts shall be offered by the third Friday of May of each year. The employee shall return their signed contract by June 1. The Employer shall notify the Union if an employee has failed to return their signed contract. The employee shall then have ten days to respond to the Union and the Employer. Failure to respond by the third Friday in June shall be considered a resignation. In the event the salary schedule is still under deliberation on the third Friday of May, the contract will indicate the appropriate step and level with no dollar amount indicated. If the salary schedule is still under deliberation on the first working day of the new contract period, the staff member will be paid at the new step and level based upon the last approved salary schedule until a new salary schedule has been agreed upon.

B. Work Schedule

1. Variance in job requirements and in school hours from district to district necessitates a flexibility that can best serve the needs of the Educational Service District and the services it offers.

2. The supervisor will have the responsibility to build a schedule for staff and it is expected that significant variances in the schedule will be coordinated by the supervisor. Changing the scheduled start time from 7:30 to 8:00 a.m. or vice versa fewer than four times per month in order to meet district needs is not considered a significant variance. A modification to an individual staff schedule beyond thirty minutes on the half hour or an established change on at least a weekly basis

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would be considered a significant variance.

3. An employee's regular work schedule shall not exceed seven hours per day.

4. Pied Piper Professional Staff Lunch: Pied Piper School teachers will be provided with a 30-minute duty-free lunch each school day whenever possible. In the event that a teacher is unable to take their lunch period due to staffing shortages, student behaviors, or other directives from the administration, they shall be permitted to leave 30 minutes early at the end of the school day.

   Any adjustments to the teacher's schedule (e.g. leaving early) under this provision must be pre-approved and coordinated with the building administration to ensure adequate coverage and continuity of operations. These adjustments should be planned and scheduled within 1-week of the occurrence.

   Adjusted lunch time from multiple occurrences should never be banked together/combined on the same day.

Lunch Hour Flexibility:

a. Administration agrees that professional staff outside of Pied Piper Teachers are scheduled for a seven-hour work day and a one-hour unpaid lunch, totaling eight hours from beginning to end of the shift. This eight-hour time frame allows for staff accessibility to local district staff outside of the typical local district school day, which is considered critical in our service to the local districts.

b. Administration agrees that professional staff have the ability to schedule their own lunch period, but that scheduling lunch as the first or last hour of the work day constitutes a deviation from the daily schedule (adjusted work day) and so requires advance approval by the supervisor.

c. Any assumption that administration be accessible at all times around the clock to approve requests for a calendar deviation would be unrealistic and sets staff seeking last minute approval up for disappointment.

d. Staff are professionals and are deserving of the responsibility that goes with their work. Administration holds a systemic responsibility. These duties are in alignment with our vision, but it is agreed that sometimes a perception may exist that administrative responsibility implies lack of trust in professional staff. This is not the case and should not be implied nor reinforced. Everyone has a difficult job to do and what seems like common sense may not always be the case. Unanticipated consequences can occur and the administration is responsible for planning against these.

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e. There may be legitimate times when a staff member is unable to seek and obtain approval for an adjusted work day one business day in advance, but where taking the one-hour lunch at the first or last hour of the scheduled day ***may*** be appropriate. During these situations, advanced approval from the supervisor shall be waived and replaced with the expectation that the staff member simply notifies their supervisor with an explanation. Such examples may include but not be limited to:

    1. A work related emergency or urgent district need that requires the staff member's support during their traditional lunch period.

    2. An unanticipated family or personal emergency.

Should the supervisor have any concerns with the employee potentially making excessive use of this provision (item e), the supervisor shall have a conference with the individual employee to seek understanding. Administration reserves the right to revoke this provision (e) as deemed appropriate on a case by case basis. This revocation does not eliminate the staff members contractual right to use banked time for future leave as outlined.

5. **Remote Work: Some positions may not be eligible for remote work.** As a service organization, face-to-face services/work remain the primary method of delivery. However, remote work may be approved under the following circumstances, with a cap of not more than 1 day per week and 20 days during the school year[6] (not including snow days; prorated and cumulative) as established by the work calendar:

    The following are possible examples for requesting remote work:
    - professional development/webinar
    - virtual meetings when face to face is unavailable
    - direct services when face to face is not optional due to quarantine or isolation of staff/student as directed by healthcare professional
    - paperwork/planning day not more than 1 day per week

Automatic Approval for Snow Days: Eligible staff will be automatically approved for remote work on “snow days” (i.e. when school is closed for weather or other emergencies) unless otherwise directed by administration.

The procedural expectations for requesting Remote Work:
- Staff must submit a plan to their supervisor for administrative approval at least one business day in advance or as otherwise outlined by the supervisor.
- No requests considered for less than one full day of remote work.

[6] “during the school year” shall be defined as the time between the third Monday of August and the last instructional day for any one of our LEA districts.

- With the exception of direct services, staff may be approved for remote work that includes time on a scheduled work day, outside of the scheduled hours.
- No follow up log necessary if the outline approved is deemed adequate

This opportunity is subject to change as conditions evolve over the course of the school year.

C. No information gathered against an employee by any electronic covert surveillance equipment shall be admissible as evidence in any action against an employee except in the case of criminal activity.

D. Any complaint by a parent, employee or other stakeholder directed against an employee to an administrator shall be called to the attention of the employee if the complaint is serious enough to result in or become the basis for any investigation or action against such employee. If the employee is aware that the complaint is against a district administrator, they will notify the Superintendent. If the complaint is against the Superintendent, then notice shall be given to the Board President.

E. For professional staff, responsibilities to our LEAs, our students, our communities, and our professions generally entail the performance of duties and the expenditure of time beyond normal hours. In this same context, the AMA ESD supports all staff deeply - including financially, necessary release time, etc. - to participate in meaningful professional development, including leadership opportunities within professional organizations, state-level committee work, and other training opportunities all over the state requiring travel beyond the AMA ESD region. At times, staff leave early to get to an event or arrive late when returning. For these occasions, travel time is not eligible for trade time or compensation.

F. <u>Job-Sharing</u>

1. With Board approval, any employee may voluntarily share their position with one or more employees in the bargaining unit provided the other employee (s) meet the necessary qualifications/certification/licensure requirements.

2. Job-sharing requires the written consent of the employees and the employer.

3. Compensation and insurances shall be prorated for the employee but shall not exceed one F.T.E.

G. <u>Assignments</u>

1. Administration will consider the aspirations and interests of employees when making staff assignments.

2. Employees shall be given written notice of their tentative assignment for the

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forthcoming school year no later than July 1 of the current school year. In the event that changes in schedules are made, all professional staff members shall be promptly notified.

H. Job Descriptions

1. Employees will be provided a job description for their position upon hiring and as requested. Amended job descriptions will be updated and communicated to affected employees.

I. Notice of Resignation:

1. Any staff member who provides an accepted written notice of resignation by March 1 of the respective school year and also completes the contractually scheduled work year shall be entitled to a $1,000 stipend--payable by June 30 of the school year. Staff who resign as a result of pending criminal action or to avoid disciplinary action such as suspension with/without pay or discharge are excluded.

J. Mentoring:

1. The AMA ESD will operate a mentoring program as required by state law (MCL 380.1526). New hires not requiring a mentor, or current professional staff placed in a new assignment may request and the District may approve a Transition Mentor. A "New Assignment" refers to a significant change in a staff member's job duties or responsibilities. Not all position changes will require a mentor.

2. During the first year of employment, new hires may be required to participate in up to two (2) days of paid orientation/training. The dates of the training(s) will be determined by administration and shared as early as practicable.

3. All mentor/mentee pairs are required to maintain accurate logs documenting meeting dates and times of relevant professional development. All logs are to be forwarded to Human Resources not later than the third Friday of May or the last teacher work day, whichever occurs first. A log template will be provided by the district.

4. Minimum log hours and returning the log to Human Resources are required for mentor pay to be processed.

5. Reasonable effort will be made to assign one (1) mentee per mentor.

6. The mentor assignment shall be for one (1) year. The appointment may be renewed in succeeding years, as determined by the District.

ARTICLE VI - EMPLOYEE DISCIPLINE

This Article does not apply to positions requiring a teaching certificate and those regulated
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by the Teacher Tenure Act.

Employees shall comply with all rules, regulations, and directions presently in effect and, from time to time, adopted by the Board or it representatives which are not inconsistent with the provisions of this agreement. An employee may reasonably refuse to carry out an order which threatens their physical safety or wellbeing or that of a student.

When an employee is found to be in violation of this contract or any rule, regulation, or direction of the Board of Education, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written reprimand, suspension with pay, suspension without pay, discharge. The severity of the infraction may result in the skipping of steps of progressive discipline.

Employees have the right to have a Federation representative present when they believe that discipline is to be involved in a formal conference, provided that such disciplinary proceedings need not be delayed for an unreasonable time until such representative can be present, and in no event shall the Board be restricted from taking such protective actions as the Board may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For purposes of this section, a formal conference is defined as one that has been prearranged.

If discharge of an employee is to be considered because of inadequacies observed in the employee's professional work, through the evaluation process, action must minimally be preceded by:

1. Observations of the inadequacies by more than one administrator through the evaluation process described elsewhere in the Agreement.
2. Direction that the employee must improve and the consequences of failure to do so.
3. Opportunity for the employee to make improvements.
4. Assistance from administrators and district resources to help the employee improve.

ARTICLE VII - VACANCIES AND CONTRACTED SERVICES

This Article does not apply to positions requiring a teaching certificate and those regulated by the Teacher Tenure Act.

A. Notification of Vacancies:

Notification of Professional Staff and Administrative vacancies requiring the addition or replacement of personnel will be made by the Administration to the Professional Staff. The notification will include a general description of the vacancy and the requirements for the position. During the summer months when school is not in session, the notification will be emailed to the individual Professional members.

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Subject to statute, Professional Staff members expressing an interest in a Professional Staff vacancy will be given preference over an equally qualified candidate from outside the ESD. Certification, qualifications, and seniority will be factors in hiring an ESD Staff member for a different position within the ESD. Such assignments will be made from the district (ESD) employees when possible.

The Union and Board agree that it is desirable to have employees most familiar with the students attending any summer program (extended school year/early on/SXI, 31n), work with those students. It is with that spirit of student support that the following steps will be implemented to ensure high-quality summer services. Summer positions, including 31n and those which are required to meet legally mandated extended year, early on and SXI programs operating beyond the normal school year calendar, shall be established as separate positions annually in accordance with the following provisions:

1. It is the intent of the administration to work with each department to ensure coverage is met without putting undue demands on the same employees on a recurring basis whenever possible;

2. All positions will be posted for five business days on or before the third Friday of April each year;

3. Interested employees shall respond to the posting of the desire to work within the posted timeline;

4. The employee who holds the position/assignment during the regular school year (as of the third Friday of April) shall be given the first consideration for the available corresponding summer/extended school year position;

5. Other bargaining unit employees choosing to work a summer position will then be assigned based on qualifications and experience as determined at the sole discretion of administration; multiple staff within a department may develop and submit within the posted timeline a plan for consideration of sharing the work of any specific position among qualified staff;

6. **For employees hired on or after July 1, 2022:** if there remain any unmet needs, the AMA ESD administration reserves the right to assign employees to ensure qualified service delivery; notice of intent to assign will be given by the third Friday of May;

7. Staff carrying out the duties of summer services, beyond their 183 scheduled days, shall be paid an hourly rate according to their established per diem rate. The per diem rate is calculated by dividing the employee's annual salary by the number of days in their contract (183) divided by their regularly scheduled hours per day (7 hours). An additional $5 per hour will be added to the hourly rate for the summer work outside of the regular contract as outlined herein.

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8. After assignments are determined for existing bargaining unit employees, remaining positions will be filled in a manner determined by the Board.

B. Contracted Services:

It is the intent of the ESD Board and Administration NOT to supplant present Professional Staff members with contracted services unless required or permitted by law. In the event that the Board should contemplate contracting of work covered by Professional Staff definitions within the master agreement, the negotiators for the Professional Staff and those for the Board shall meet to review the necessity for such contracting if required by law.

ARTICLE VIII - LAYOFF AND RECALL

This Article does not apply to positions requiring a teaching certificate and those regulated by the Teacher Tenure Act.

A. Reduction in Personnel

1. No employee shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said employee shall have been notified at least **sixty** days prior to the commencement of the layoff period.

B. Seniority

1. Prospectively from July 1, 2024, seniority shall begin with the first day of service (actual day worked) under the member's primary contract (the seniority date). Summer working agreements or other work beyond the member's primary contract and shall not be used to establish the "seniority date" for a member.

2. Tiebreaker: If two or more members share the same seniority date, the last three digits of each member's social security number will establish the seniority order. The smallest number will have the most seniority.

3. Upon request, a seniority list shall be prepared by the Board and submitted to the Union for written approval.

4. If the fiscal responsibility for a professional staff person's position is assumed by a local district and then later reassumed by the Educational Service District, that person shall be considered to have continuous service from the date of original employment at the Educational Service District.

5. Length of continuous service will not be considered interrupted or affected by authorized leaves of absence with full or partial pay or authorized leaves of absence

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without pay for illness, education or disability. Leaves of absence without pay for other than illness, education or disability shall result in a proportionate decrease in length of continuous service with the following exception: child care leave of more than one year shall result in a proportionate decrease in length of continuous service for the time off over and above one year.

6. Employees who move to an administrative position at the Educational Service District shall not have seniority rights to a professional staff position if they are laid off from the administrative position. However, if the person returns to the professional staff via an open position, the staff member shall have accrued seniority based upon total years of service to the Educational Service District in a professional staff capacity. The person shall be appropriately placed on the seniority list based upon cumulative years of professional staff service.

7. Should further reductions be necessary, the procedure for determining the order of retention for all employees shall be:

    a. Any employee currently working in the targeted layoff category who requests a layoff will be laid off first.

    b. Those employees with the highest rating on their most recent performance evaluation in the district who possess the necessary certification/qualifications or state approval shall be retained; provided that such certification/qualification or approval qualifies an employee for a position and said position is not claimed by an employee with greater ratings on their most recent performance evaluation who meets the certification/qualification/approval requirements of this paragraph; and provided that tenured employees are retained over probationary employees.

    c. If two or more employees are found to have equal ratings on their most recent performance evaluation, the employee with the most seniority shall be retained

    d. All seniority is lost when there is both a severance of employment and a break in service, unless this is due to layoff. In such cases, provisions of the seniority clause shall prevail.

C. Layoff Periods

1. The layoff period shall be defined as the length of time during which the employee is relieved of regular work duties.

2. The Board shall give notice by certified mail of any professional staff vacancies.

3. The layoff period shall be defined as 12 months. After the layoff period has expired, all recall rights are forfeited.

D. Recall

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1. It is the responsibility of laid off employees to maintain a current address with the Board of Education.

2. Laid off employees shall be recalled to the first vacancy for which they are certified and qualified in reverse order of layoff.

3. A laid off employee shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board for a full-time position for which he/she is certified/qualified/state approved/licensed, or fails to respond within fifteen calendar days of receipt of a written offer of a position made by the Board.

4. Notification of recall shall be in writing with a copy to the Union. The notification shall be sent to the employee's last known address.

5. A laid off employee shall be given fifteen calendar days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. Failure to notify within fifteen calendar days can be considered a resignation. If an employee notifies the Board as required above and declines a full-time position for which he/she has been recalled, said employee shall lose their seniority and recall rights.

6. Sickness and leave benefits shall be reinstated at the time that an employee is scheduled to begin resumption of their duties.

7. No new employees within the bargaining unit shall be employed by the Board while there are employees in the district who are laid off, unless there is no laid off employee with the proper certification, qualifications, state approval, or licensure to fill a vacancy. This item does not apply to positions requiring a teaching certificate and those regulated by the Teacher Tenure Act.

ARTICLE IX - STAFF EVALUATIONS

Professional staff evaluations will be conducted in accordance with Michigan law and Board Policy.

ARTICLE X - PERSONNEL FILES

A. The employee will be given the opportunity to review material that is to be placed into their personnel file. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question.

B. An employee must be requested to sign material related to evaluation and discipline in their file. Such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

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C. If an employee should refuse to sign material to be placed in their file, it shall be signed by that employee's Union representative. This signature shall indicate that said employee has been made aware of this material, but has refused to sign it. This item applies only to Bargaining Unit members.

D. Each employee shall have the right, upon request, to review the contents of own personnel file.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a claim by a professional staff member or the Union that there has been a violation, misinterpretation, or misapplication of the expressed provisions of this agreement.

2. The term "days" shall mean calendar days.

B. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended with mutual consent in writing of the parties involved. In the event a grievance is filed on or after June 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as possible.

C. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article.

1. All disputes over decisions regarding probation, tenure, non-renewal of contract and discharge of professional staff covered under the Michigan Tenure Law are to be handled under said law.

2. All disputes over decisions regarding probation, tenure, non-renewal of contract and discharge of professional staff not covered under the Michigan Tenure Law are to be handled under the terms of the Tenure section of this agreement.

3. Approval or denial of any Educational Leave.

4. Notwithstanding the provisions of this section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

D. Written grievances as required herein shall contain the following:

1. The written document shall be labeled as a grievance;

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2. It shall be signed by the grievant or grievants;

3. It shall be specific;

4. It shall contain a synopsis of the facts giving rise to the alleged violation.

5. It shall cite the section or subsections of this contract alleged to have been violated;

6. It shall contain the date of the alleged violation;

7. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. The Federation shall designate one representative from the grievance committee to handle grievances when requested by the grievant at Step One Oral Discussion. The Board hereby designates the supervisor of each building to act as its representative at Steps One and Two as hereinafter described and the Superintendent or his designated representative to act at Step Three as hereinafter described.

A written grievance may be lodged and thereafter discussed with the administrative representative at each step of the grievance process by a staff member accompanied by a Federation representative or by a Federation representative in the name of the Federation.

F. Procedure:

1. Step One – Oral

   a. A staff member or the Federation believing a grievance exists shall within ten days of its alleged occurrence, or the first discussion of the issue with the Administration, orally discuss the grievance with their immediate supervisor in an attempt to resolve same.

2. Step Two – Written

   a. Should the matter not be resolved informally, the grievance may be filed with the immediate supervisor within ten days of the meeting in Step One.

   b. Within ten days of the receipt of the written grievance, the immediate supervisor shall render their decision in writing, transmitting a copy of the same to the grievant and to the Union.

3. Step Three - Written: Superintendent Level

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a. Within five days after the delivery of the decision at Step 2, the grievance may be appealed to the Superintendent by filing a written copy of the grievance along with any decision from step two with the Superintendent.

b. Within ten days after receipt of the grievance, the Superintendent shall meet with the grievant and a Union representative for discussion of the grievance.

c. The Superintendent shall render their decision within ten days of the discussion with the grievant, transmitting a written copy to the grievant and the Union.

4. Step Four - Written: Binding Arbitration

a. Within ten days after the receipt of the written decision, the Union may appeal the decision to binding arbitration under the rules of the American Arbitration Association.

b. Powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

2. The arbitrator shall have no power to establish salary scales or to change any salary.

3. The arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

4. The arbitrator shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

5. The abitrator shall have no power to interpret state or federal law.

6. The arbitrator shall not hear any grievance previously barred from the scope of the Grievance Procedure.

7. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a

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separate arbitrator. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

9. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

G. <u>General Principles</u>:

1. The Board and the Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party.

2. A grievance may be withdrawn at any level.

3. When hearings and conferences are held during duty hours, all persons who are requested to be present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.

4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.

5. Failure to initiate or process a grievance within the time limits specified shall deem the grievance as withdrawn. If administration fails to respond to a grievance within the time limits specified, the grievance shall move to the next step effective the date the timeline was surpassed.

6. The Employer and the Union each shall bear the full costs for representative counsel in the arbitration.

7. The arbitrator's fees shall be shared equally by the Board and the Union.

8. The relevant facts comprising the issues to be arbitrated and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party shall submit a written stipulation of the issues to the arbitrator in advance of the hearing.

9. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the

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procedure.

10. No written grievance shall be resolved without prior notification to the Union and opportunity given to the Union to be present.

11. There will be no reference to the filing of or participation in a grievance in the personnel file of a staff member.

12. The Federation shall have no right to initiate a grievance in the name of a staff member or staff members.

13. The duty to arbitrate does not survive the expiration of this contractual agreement.

ARTICLE XII - LEAVES

A. Sick Leave

Effective July 1, 2025, upon employment, a professional staff member will receive a bank of twenty (20) sick leave days to be used during the first two (2) years as an employee. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of ten (10) days per year at the beginning of each school year. If the professional staff member leaves employment before completing two (2) full years, sick leave taken in excess of the initial allotment shall be deducted from the final paycheck(s). Except where contrary to law[7], sick leave is to be used in case of personal illness, injury, or in the event of emergency illness of the family (herein defined as spouse, children, step-children, parents or any member of the immediate household). Staff members beginning after the start of the school year will have sick leave prorated for the first year of employment. Sick leave for other extended family must be requested in a conference with the immediate supervisor. Unused sick leave days shall accumulate up to and including 90 days.

In the event that a professional staff member resigns or otherwise has their employment terminated before completing the current contract, sick leave days for that contract year shall be pro-rated. Sick leave taken in excess shall be deducted from the final paycheck(s), if applicable. Management reserves the right to request a doctor's statement from a physician that is agreeable to both parties. It shall be the responsibility of the ESD to pay for the physician's statement.

Notification of illness or sick leave should be given by the employee as soon as possible. Notification must be given to the central office or to Pied Piper by no later than 7:45 a.m. of each sick day.

Accumulated sick leave days may be used for personal illness or disability related to a staff member's pregnancy prior to delivery and immediately following the pregnancy period or as otherwise required by law. If, in the opinion of a doctor,

[7] e.g. ESTA

complications from the pregnancy have arisen necessitating more time off than the normal period of six weeks following delivery, the employee shall notify their supervisor of continued sick leave or shall file a request with their supervisor under All Other Leaves in this agreement.

Except where contrary to law, in recognition of service to the Educational Service District, staff who have worked a minimum of six consecutive years as a professional staff member shall be eligible for the following cash awards:

1. Each year after the sixth year, the staff member shall be eligible for an amount equal to 35% of their daily rate of pay times the number of unused sick days for that year. Daily rate of pay shall be calculated by dividing the school year contractual salary by the number of contracted days worked.
2. If the staff member is not at the maximum number of days ninety, the staff member can choose to either bank the days or receive the pay stipulated in step 1 above.
3. Payment will be made in the last regular pay of the contract period and is subject to all applicable taxes and deductions.

B. Work Related Injury Leave

In the event of work related injury, sick leave can be used up until the date Worker's Compensation payments start. Days the staff member is paid by the ESD Worker's Compensation carrier will not be counted against sick leave.

Continuation of insurance benefits will be provided for four monthly billing periods during the period in which the leave is granted. A professional staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that he/she pays all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy. Upon return from work related injury leave, the professional staff member shall be placed in their former position if that position exists or in a position of like and similar nature for which he/she is certified and qualified, if the former position does not exist.

C. Leave Days

A staff member shall be granted up to two (2) days leave with pay per year. These days are to be taken in increments of full or one-half days only. The employee must request the leave in writing and submit it to their supervisor. Unused leave days may be added to the employee's sick leave bank at the end of the year.

D. Education Leave

Any professional staff member who has been employed for seven consecutive years by this district is eligible for an education leave for professional improvement for a

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period of up to two consecutive semesters. Education leave may be granted for any of the following reasons:

1. Formal study at an accredited college or university toward an advanced degree.
2. Research work under the guidance of competent research personnel.
3. Special program accepted by the Board of Education upon recommendation by the superintendent.

Education leave must be applied for four months prior to the date the leave would begin. The Board of Education shall act upon the education leave request within six weeks of the application being submitted. During said education leave, the staff member shall be considered to be employed by this district, shall advance on the salary schedule the same number of steps he/she would have advanced had he/she been regularly employed, and shall have a contract including all insurance benefits and providing compensation at the following rate:

1. Forty percent of the regular salary. This amount is to be paid at regular payroll intervals during the education leave.
2. Twenty percent of the regular salary payable only upon return to the district. This amount is to be paid within six weeks of the date of return.
3. Insurance and other benefits will be paid for the employee on leave in the same manner and subject to the same conditions as if the employee was working in the district.

Staff on education leave status shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Public School Employee's Retirement Fund. A professional staff member shall indicate through a written agreement the intention of returning to the ESD staff. Upon return from education leave, the professional staff member shall be placed in their former position, if that position exists, or in a position of like and similar nature for which he/she is certified and qualified, if the former position does not exist. The granting of educational leave may be made upon review by a committee of peers and the Supervisor and upon the recommendation of the Superintendent and the authorization of the Board of Education. Only one Professional staff member will be granted an education leave during any given period of time.

E. Bereavement Leave

Staff members absent from duty because of a death in the immediate family (defined as: spouse, significant other, children or step-children, loss of pregnancy, employee's and spouse's parents or step-parents, employee's and spouse's brothers and step-brothers, employee's and spouse's sisters or step-sisters and/or maternal or paternal grandparents or grandchildren) will be granted a paid leave of up to four days per

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occurrence. Length of bereavement leave, and leave for deaths of others may be granted with the approval of the Supervisor in conjunction with the Superintendent. These days are non-cumulative and are independent of sick days.

F. Child Care Leave

This section is not intended to diminish the employee's rights under FMLA. An unpaid leave of absence shall be granted upon application to any professional staff member for the purpose of caring for a newly-born or adopted child. The maximum initial leave period shall be for twelve calendar months. Continuation of insurance benefits will be provided for a maximum of four monthly billing periods during the period in which the leave is taken. A professional staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that he/she pays all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy. The initial leave period may be extended at the discretion of the Educational Service District Board upon request of the staff member.

The application for child care leave shall be filed with the immediate supervisor at least sixty days prior to the commencement of the leave and shall include a specific date for termination of the leave. Failure to return from a child care leave on the date specified shall be conclusively deemed a resignation unless an extension is mutually agreed upon by the Board and staff member. Upon return from child care leave, the professional staff member shall be placed in their former position, if that position exists, or in a position of like and similar nature for which he/she is certified and qualified, if the former position does not exist. The leave shall be for the specific purpose of child care and can be revoked by Board action at a hearing if it can be proven that the staff member has obtained additional full-time employment, or if the staff member's spouse is unemployed and able to care for the child.

Length of continuous service will not be considered interrupted or affected by a child care leave. Experience credit for placement on the salary schedule and sick leave benefits shall be granted for that time actually worked during the year(s) in which leave was taken. Experience credit and sick leave benefits accumulated prior to the leave shall be maintained but shall not accrue during time off from work for child care leave.

G. Paternity Leave

A male staff member shall, upon his request, be granted up to five days leave during the first six weeks after his baby is born. He may use sick days to receive pay for these days *off.* Staff members may use their scheduled days *off* at this time as all or part of these five days or in addition to these five days by mutual consent of the staff member and the supervisor. If illness of the mother or baby occurs, leave will be granted according to sick leave policy.

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H. Jury Duty Leave

In the event a staff member is required to serve jury duty, the person will be granted this paid leave.

I. Subpoena Leave

A Federation member required to be absent because of a subpoena/court appearance, when such is in the line of public service and not a result of a subpoena that has been served on an individual as a result of a violation of the law or as a result of being a named party unrelated to their scope of work with the Board, will be granted without loss of pay or deduction from sick or other personal leave. Any remuneration the Federation member would receive from such service will be signed over to the Board. A copy of the subpoena shall be provided to the Board.

1. Examples where Subpoena Leave is **permitted**:
    a. A Federation member is subpoenaed as a witness in a litigation in connection with a former employer, provided the member is not separately named in the litigation.
2. Examples where Subpoena Leave is **not permitted**:
    a. A Federation member is subpoenaed in a personal injury cases either for the member or a relative.
    b. Any subpoena related to a personal matter or that of a family member/relative.
    c. A Federation member is subpoenaed in a personal medical malpractice case related to a family member.
    d. Any subpoena related to a member's personal divorce or that of a family member.

If subpoenaed, the member will be provided reasonable travel time, if necessary, as determined by administration. The member is required to return to in-person duties immediately upon completion of testimony required for the subpoena.

J. All Other Leaves

If leaves other than those defined above are desired, each request must be made in writing and discussed with the Supervisor. Each case will be brought to the attention of the superintendent by the Supervisor and will be reviewed and a decision reached. In the event the request requires a change in the individual employment contract, the ESD Board will make the final determination.

Continuation of insurance benefits will be provided for four monthly billing periods during the period in which the leave is granted. A professional staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that he/she pays all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy.

K. Family Medical Leave Act (FMLA)

The District will comply with all provisions of the Family Medical Leave Act (FMLA). FMLA leave shall run concurrently with any other medical or disability leave for the employee or for a medical or disability leave associated with the Professional staff member's spouse, parent or child.

ARTICLE XIII - NEGOTIATIONS PROCEDURES

A. Either party may request to amend sections of this agreement by submitting such request to the other party in writing.

B. Negotiations for a new agreement shall begin at a time, date, and place mutually determined by the Board and the Union but not later than February 1 of the expiration year of the contract. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.

C. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such final ratification.

D. Ratification of a contract between the Board and Local 4693 is to be determined solely by the Board and Local 4693 membership.

ARTICLE XIV - ADMINISTRATION-FEDERATION STUDY COMMITTEE

An Administration-Federation Study Committee is hereby established for the purpose of reviewing matters affecting professional staff and for maintaining regular communication between the Federation and the Administration.

The Committee shall be composed of three Federation members and the Superintendent. Ad Hoc Sub-committees may be created and supervised by the Administration-Federation Study Committee to consider specific problems. The initial meeting of the committee shall be called within fifteen school days of whatever date one of the parties submits an agenda to the other party.

The Superintendent agrees to accept, reject or refer for further study the Administration-Federation Study Committee's agenda items.

ARTICLE XV - CALENDAR

Calendars for the 2025-2026 and 2026-2027 school years shall be developed and mutually agreed upon by both parties.

A. Regular Calendar

Calendars for all staff shall include one hundred eighty-three work days (183) and one hundred eighty-six scheduled days (186). The regular work day shall consist of seven hours. If additional work days are required by state or federal mandates, staff working those additional days shall be compensated at their per diem rate (Master Agreement salary schedule salary figure divided by 183). Each staff member will be allowed three scheduled days off to be mutually agreed upon by the staff member and the immediate supervisor.

Subject to approval by the immediate supervisor and the Board of Education (or its designee), each professional staff member may elect to spend three overnights at conferences/workshops. Any conference or workshop attended at the request of administration will not be counted against the three overnights.

For programming subject to pupil accounting (e.g. Pied Piper or other instructional programs subject to pupil accounting rules, etc.), the length of the work day and the length of the work year shall be scheduled in a manner that will allow the District to ensure that the minimum number of hours and days of pupil instruction in a school year is as required by law for the district to receive full funding.

B. Emergency School Closings

In the event that a school closing prevents a professional staff member from reporting to their assigned school, the staff member shall report to the Educational Service District office unless otherwise instructed by the supervisor.

If Pied Piper is closed, professional staff must report to Pied Piper, unless otherwise instructed by the supervisor.

If a professional staff member is unable to report because of inclement weather, the staff member shall call in and indicate to the supervisor whether a sick day or a leave day is to be used for the absence.

For the first six days that all four local school districts serviced by AMA ESD are closed due to inclement weather or other emergency, professional staff who primarily service the local districts shall report to work or take a sick/leave day as outlined. However, for all additional days that all four local districts are closed under this condition, professional staff shall not report to work and shall be required to make up the day through an extension of the work year calendar as scheduled by the supervisor.

For Pied Piper staff and other instructional programs subject to pupil accounting rules, for the first six days that Pied Piper is closed due to inclement weather or other emergency, professional staff shall report to work or take a sick/leave day as outlined. However, for all additional days that Pied Piper is closed, professional staff shall not report to work and shall be required to make up the day through an extension of the work year calendar as scheduled by the supervisor.

In the event that the Educational Service District office is closed, all professional staff will be excused.

C. **Other Schedules**

Should a professional staff member not be able to follow the professional staff calendar because of school schedules or other extenuating circumstances, the supervisor and staff member may agree, in writing to a change. This change must be agreeable to both parties and copies must be filed with the personnel office, the union and the staff member within five days of this agreement.

D. **Other Scheduling**

The school district may reschedule days lost in ESD programs which the state does not count as days of student instruction. The rescheduling of these lost days shall not entitle the employees to additional compensation unless the staff member(s) work more than the total number of working days provided in the calendar.

ARTICLE XVI - NO STRIKE CLAUSE

During the term of this agreement, the Federation shall not authorize, cause, or engage in, or sanction any employee or group of employees, strikes, picketing, or refusal to perform the duties of employment by any employee or employees and no employee shall cause or participate in a strike, picketing or refusal to perform the duties of their employment.

The Board shall have the right to discipline any employee for taking part in any violation of

this Article to the maximum extent provided by law.

If the Federation or any employee does not adhere to or abide by this Article, the Federation or the employee(s) in violation shall be liable for any and all damages, injuries and cost incurred by the employers for work stoppages and strikes other than for unfair labor practices.

This Article is in effect during the life of this agreement and any mutually agreed extension thereof.

The Federation will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.

ARTICLE XVII - WAIVER

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 area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with the respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVIII- MISCELLANEOUS

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

B. As stipulated under MCL 423.215 (7), an emergency manager may be appointed under the local financial stability and choice act, PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. This provision is included as required by law but as a prohibited item was not negotiated as a part of this contract.

C. Four original signed copies of this agreement shall be provided, with the Board receiving two and the Federation receiving two. The Board of Education shall provide each member of the bargaining unit with one photocopy of this agreement at no cost.

Additional copies may be duplicated and distributed at a cost determined by the Board. New employees shall be covered by the same terms.

ARTICLE XIX - DURATION OF AGREEMENT

This agreement represents the entire agreement between the Board and the Union in respect to wages, hours, and other conditions of employment which shall prevail during its term. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and Union.

This agreement is subject to amendment, alteration, or addition only by written agreement between the parties. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this agreement through the exercise of its management rights without prior negotiations during the term of this agreement.

This agreement shall become effective in full force on July 1, 2025 and remain in force until 12:00 a.m. midnight, June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this 8th day of May 2025.

AMA Federation of Teachers	**Board of Education**
By Justin Gluesing Chief Spokesperson	By Ashlie O'Connor Chief Spokesperson
By Melissa Cook Negotiations Representative	By Christina Wilson District Negotiator
By Shellie Gohl Negotiations Representative	By Melissa Lappan District Negotiator
By Lisa Krey Negotiations Representative	By Larry Johns District Negotiator

CERTIFICATE *of* SIGNATURE

REF. NUMBER
STVKT-HA8V4-XPXEQ-5GSS7

DOCUMENT COMPLETED BY ALL PARTIES ON
12 JUN 2025 00:39:17 UTC

SIGNER	TIMESTAMP	SIGNATURE
JUSTIN GLUESING EMAIL **GLUESINGJ@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** SIGNED **05 JUN 2025 17:26:49 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**
SHELLIE GOHL EMAIL **GOHLS@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** VIEWED **05 JUN 2025 17:33:49 UTC** SIGNED **05 JUN 2025 17:34:01 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**

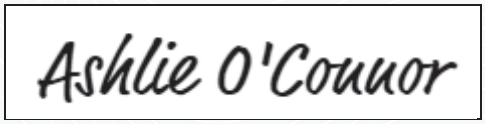
RECIPIENT VERIFICATION

EMAIL VERIFIED
05 JUN 2025 17:33:49 UTC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
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12 JUN 2025 00:39:17 UTC

SIGNER	TIMESTAMP	SIGNATURE
MELISSA LAPPAN EMAIL **LAPPANM@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** VIEWED **05 JUN 2025 17:32:26 UTC** SIGNED **05 JUN 2025 17:40:10 UTC**	 IP ADDRESS **207.74.79.148** LOCATION **ALPENA, UNITED STATES**
RECIPIENT VERIFICATION	EMAIL VERIFIED **05 JUN 2025 17:32:26 UTC**	
ASHLIE O'CONNOR EMAIL **OCONNORA@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** VIEWED **06 JUN 2025 13:36:57 UTC** SIGNED **06 JUN 2025 13:37:06 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**
RECIPIENT VERIFICATION	EMAIL VERIFIED **06 JUN 2025 13:36:57 UTC**	

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12 JUN 2025 00:39:17 UTC

SIGNER	TIMESTAMP	SIGNATURE
MELISSA COOK EMAIL **COOKM@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** VIEWED **09 JUN 2025 17:42:07 UTC** SIGNED **09 JUN 2025 17:42:26 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**
RECIPIENT VERIFICATION	EMAIL VERIFIED **09 JUN 2025 17:42:07 UTC**	
LORENZO JOHNS EMAIL **JOHNSL@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** VIEWED **05 JUN 2025 17:36:45 UTC** SIGNED **09 JUN 2025 18:58:00 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**
RECIPIENT VERIFICATION	EMAIL VERIFIED **05 JUN 2025 17:36:45 UTC**	

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SIGNER	TIMESTAMP	SIGNATURE
LISA KREY EMAIL **KREYL@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** VIEWED **09 JUN 2025 17:29:04 UTC** SIGNED **11 JUN 2025 17:43:58 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**
RECIPIENT VERIFICATION	EMAIL VERIFIED **09 JUN 2025 17:29:04 UTC**	
CHRISTINA WILSON EMAIL **WILSONC@AMAESD.ORG**	SENT **05 JUN 2025 17:26:48 UTC** VIEWED **10 JUN 2025 12:36:05 UTC** SIGNED **12 JUN 2025 00:39:17 UTC**	 IP ADDRESS **24.236.190.55** LOCATION **ALPENA, UNITED STATES**
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Blue Cross Blue Shield of Michigan

A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

ALPENA MONTMORENCY ALCONA EDUCATIONAL SERVICE
0070157030005 - 06947
Effective Date: 07/01/2025

Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call **1-800-877-7195** or log on to the VSP Web site at **vsp.com.**

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both

Note: Discounts up to 20% for additional prescription glasses and any amount over the allowance ***plus*** savings on non-covered lens extras (up to 25%) when obtained from a VSP provider

Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	None	None
Prescription glasses (lenses and/or frames)	None	None (member responsible for difference between approved amount and provider's charge)
Medically necessary contact lenses **Note:** No copay is required for prescribed contact lenses that are not medically necessary.	None	None (member responsible for difference between approved amount and provider's charge)

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	100% of approved amount	Reimbursement up to $45 (member responsible for any difference)
	One eye exam in any period of 12 **consecutive** months	

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	100% of approved amount	Reimbursement up to approved amount based on lens type (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 **consecutive** months	

Benefits	VSP network doctor	Non-VSP provider
Standard frames	$200 allowance that is applied toward frames (member responsible for any cost exceeding the allowance)	Reimbursement up to $70 (member responsible for any difference)
Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	One frame in any period of 12 **consecutive** months	

Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	100% of approved amount	Reimbursement up to $210 (member responsible for any difference)
	Contact lenses up to the allowance in any period of 12 **consecutive** months	
Elective contact lenses that **improve** vision (prescribed, but do not meet criteria of medically necessary)	$200 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Contact lenses up to the allowance in any period of 12 **consecutive** months	

Memorandum of Understanding

between the

Alpena-Montmorency-Alcona Educational Service District

and the following groups:

The Alpena-Montmorency-Alcona Paraprofessional Federation (AFT)

The Alpena-Montmorency-Alcona Federation of Teachers(AFT)

The Alpena-Montmorency-Alcona Educational Service District Support Staff

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This Memorandum of Understanding (MOU) entered into on **June 6, 2025**, by and between the **Alpena-Montmorency-Alcona Educational Service District,** hereinafter referred to as the *Board*, and the **Alpena-Montmorency-Alcona Paraprofessional Federation, the Alpena-Montmorency-Alcona Federation of Teachers(AFT), and the Alpena-Montmorency-Alcona Educational Service District Support Staff** hereinafter referred to as the *Employee Groups*, and collectively known as the *Parties*, for the purpose of establishing a **Medical Benefit Committee**.

The aforementioned Parties desire to enter into the agreement described below and agree to work together to accomplish the goals and objectives set forth.

Medical Benefit Committee

Purpose: The purpose of the Medical Benefit Committee is to evaluate and recommend a medical insurance plan or plans for all employees of AMA ESD. The Committee may explore and recommend a change in insurance carriers or recommend continuing with the existing carrier. All recommendations made by the Committee shall be presented to the AMA ESD Board of Education for consideration and are subject to final approval by the Board.

Committee Composition: The Committee shall be composed of the following representatives:

- The President of the Paraprofessional Unit, or designee, and one additional member of its leadership team
- The President of the Professional Unit, or designee, and one additional member of its leadership team
- Two representatives of the Support Staff group
- Two representatives from Administration
- The Superintendent
- The Business Manager

The Superintendent or their designee shall serve as Chair of the Committee and will coordinate meetings, facilitate discussions, and ensure that meeting notes and recommendations are documented.

Document Ref: 3ULZS-B45KK-XT89P-UFRKQ

Term: This MOU shall remain in effect for the 2025-2026 contract year and may be renewed by the parties at the time of expiration.

The Parties acknowledge that this Memorandum of Understanding is non-precedent setting and non-referable for future matters concerning this issue following its expiration, and it shall not constitute evidence of past practice relative to any interpretation or application of the current or any subsequent Collective Bargaining Agreement.

Amy Martin

Amy Martin
Support Staff Representative

06-06-2025

Date

Angela Gagnon

Angela Gagnon
President, AMA Paraprofessional Federation Local #4742

06-09-2025

Date

Justin Gluesing

Justin Gluesing
AMA ESD Superintendent

06-06-2025

Date

Christina Wilson

Tina Wilson
President, AMA Federation of Teachers Local #4693

06-11-2025

Date

Document Ref: 3ULZS-B45KK-XT89P-UFRKQ

CERTIFICATE *of* SIGNATURE

REF. NUMBER
3ULZS-B45KK-XT89P-UFRKQ

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12 JUN 2025 00:42:31 UTC

SIGNER	TIMESTAMP	SIGNATURE
JUSTIN GLUESING EMAIL **GLUESINGJ@AMAESD.ORG**	SENT **06 JUN 2025 12:59:10 UTC** SIGNED **06 JUN 2025 12:59:11 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**
AMY MARTIN EMAIL **MARTINA@AMAESD.ORG**	SENT **06 JUN 2025 12:59:10 UTC** VIEWED **06 JUN 2025 13:18:04 UTC** SIGNED **06 JUN 2025 13:20:31 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**

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06 JUN 2025 13:18:04 UTC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
3ULZS-B45KK-XT89P-UFRKQ

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12 JUN 2025 00:42:31 UTC

SIGNER	TIMESTAMP	SIGNATURE
ANGELA GAGNON EMAIL **GAGNONA@AMAESD.ORG**	SENT **06 JUN 2025 12:59:10 UTC** VIEWED **09 JUN 2025 12:33:32 UTC** SIGNED **09 JUN 2025 12:35:14 UTC**	 IP ADDRESS **174.224.50.95** LOCATION **CANTON, UNITED STATES**
RECIPIENT VERIFICATION	EMAIL VERIFIED **09 JUN 2025 12:33:32 UTC**	
CHRISTINA WILSON EMAIL **WILSONC@AMAESD.ORG**	SENT **06 JUN 2025 12:59:10 UTC** VIEWED **12 JUN 2025 00:42:01 UTC** SIGNED **12 JUN 2025 00:42:31 UTC**	 IP ADDRESS **24.236.190.55** LOCATION **ALPENA, UNITED STATES**
RECIPIENT VERIFICATION	EMAIL VERIFIED **12 JUN 2025 00:42:01 UTC**	

Memorandum of Understanding

between the

Alpena-Montmorency-Alcona Educational Service District

and the

Alpena-Montmorency-Alcona Federation of Teachers(AFT)

This Memorandum of Understanding (MOU) entered into on **June 9, 2025**, by and between the **Alpena-Montmorency-Alcona Educational Service District,** hereinafter referred to as the *District*, and the **Alpena-Montmorency-Alcona Federation of Teachers (AFT),** hereinafter referred to as the *Federation*, and collectively known as the *Parties*.

The Parties desire to enter into the agreement described below and agree to work together to accomplish the goals and objectives set forth.

Balanced Calendar

A balanced calendar for the AMA ESD's Early On program will allow for the sustained continuity of caseload and services to families by AMA ESD providers. Unlike traditional academic calendars, a balanced calendar distributes breaks strategically throughout the year, minimizing the disruption of services and ensuring a consistent caseload for educators and support for families. This continuous engagement is particularly beneficial for young learners in early programming, as it helps maintain the momentum of their developmental progress. By fostering a year-round learning environment, a balanced calendar contributes to the holistic development of children and establishes a supportive framework for both educators and families.

The Parties agree as follows:

1. Two teachers shall be placed on a balanced calendar. If one of the existing teachers leaves the AMA ESD, the District may assign a staff member to the Early On program if necessary but shall not mandate the balanced calendar during the initial pilot. The District may hire and place the new employee into the balanced calendar. The District may also post and if an existing staff member agrees, the assignment can include the balanced calendar schedule.

2. If an existing SLP volunteers to be placed on the balanced calendar, the member will be added to this MOU. If the District hires a new SLP, they may be placed into the balanced calendar schedule.

3. The two calendar options are the original drafts from the first year of the MOU and are kept here as a reference only. It is understood that for all years, the balanced calendars

Document Ref: Y8RFY-WBEX5-XMUQW-CQZWF

will be developed in consultation with the Federation and/or Federation members who are working in these positions.

   a. Version 1: First teacher

   b. Version 2: Second teacher

4. This MOU is being renewed and the previous calendars are in effect through June 30, 2025. New calendars will be created for July 1, 2025 and July 1, 2026.

5. As the balanced calendar removes the typical "summer" break, Federation members working under the balanced calendar shall be paid at the "summer rate" (i.e. an additional $5/hour) for scheduled workdays over the 186 (183 not including ASO days). For example, current draft versions of the calendars reflect 196 days equalling 10 days over the 186 (183) contracted days. These 10 days would be at the "summer rate". During the initial pilot, the calendar may be established with up to 200 days (197 not including ASO days).

6. The pay schedule will remain the same for all professional staff. The first pay of the new contract year will be in September of the contract year. The "summer rate" pay will be added to the member's contract and spread across all pay periods.

7. This will be a three-year pilot (2024-25, 2025-26, 2026-27) and the parties agree to commit to this timeline to fully evaluate the effectiveness of this new format. However, the Parties further agree that the program can be terminated by mutual agreement of the Parties.

8. The Parties agree to revisit this MOU throughout the term of the pilot when it becomes necessary to consider situations or possible improvements.

9. Following the initial three-year term, the parties may (1) renew the MOU, (2) terminate the MOU, or (3) agree to incorporate its provisions into the master agreement. If the Parties agree to incorporate the provisions of the MOU into the master agreement, the parties may discuss reopening the CBA for the limited purpose of this item only.

The Parties acknowledge that this Memorandum of Understanding is non-precedent setting and non-referable for future matters concerning this issue, and it shall not constitute evidence of past practice relative to any interpretation or application of the current or any subsequent Collective Bargaining Agreement for the Federation.

###signatures on next page###

Document Ref: Y8RFY-WBEX5-XMUQW-CQZWF

Justin Gluesing

Justin Gluesing
AMA ESD Superintendent

06-09-2025

Date

Christina Wilson

Tina Wilson,
President, AMA Federation of Teachers
Local #4693

06-11-2025

Date

Document Ref: Y8RFY-WBEX5-XMUQW-CQZWF

CERTIFICATE *of* SIGNATURE

REF. NUMBER
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12 JUN 2025 00:40:56 UTC

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CHRISTINA WILSON EMAIL **WILSONC@AMAESD.ORG**	SENT **09 JUN 2025 11:42:10 UTC** VIEWED **12 JUN 2025 00:39:49 UTC** SIGNED **12 JUN 2025 00:40:56 UTC**	 IP ADDRESS **24.236.190.55** LOCATION **ALPENA, UNITED STATES**

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12 JUN 2025 00:39:49 UTC

ALPENA – MONTMORENCY – ALCONA EDUCATIONAL SERVICE DISTRICT

Memorandum of Understanding

between the

Alpena-Montmorency-Alcona Educational Service District

and the

Alpena-Montmorency-Alcona Federation of Teachers(AFT)

This Memorandum of Understanding (MOU) entered into on **June 10, 2025**, by and between the **Alpena-Montmorency-Alcona Educational Service District,** hereinafter referred to as the *Board*, and the **Alpena-Montmorency-Alcona Federation of Teachers (AFT),** hereinafter referred to as the *Federation*, and collectively known as the *Parties*.

The Parties desire to enter into the agreement described below and agree to work together to accomplish the goals and objectives set forth.

Dues Deduction and PA54 Language

WHEREAS, the parties agree:

1. Article III, Payroll Deductions, shall include union dues as a voluntary payroll deduction that may be arranged by an employee through the payroll/benefits office. The parties agree as follows:

   The Employer shall deduct Union dues from a bargaining unit employee's wages if the bargaining unit employee submits a full, free written consent to the deduction of Union dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act. The Employer may immediately cease Union dues deduction for a bargaining unit employee if the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Union dues deductions. Deductions will be made in substantially equal amounts from the employee's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Union's request and (2) the voluntary written authorization from the bargaining unit employee. The Federation will secure from its members the necessary release and authorization for these deductions.

   The District shall not be responsible for collecting retroactive dues payments, collecting dues during a member's unpaid leave of absence, or collecting dues when the member's bi-weekly pay is not sufficient to cover the share of their dues. The District will remit the amounts deducted from the employee's payroll that are

Document Ref: A9EIH-FUHCX-KQPKW-D2AAB

attributable to the employee's Association dues to the Association on a monthly basis using a procedure determined by the District in consultation with the Federation.

Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue annually. The Employer shall not process monies for Political Action Committee donations associated with the dues structure. In the event any individual or entity files any complaint or claim against the Employer (which includes its agents, employees, and officers) regarding dues deduction, the Union agrees to indemnify, defend, and hold the Employer harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Employer for the purpose of complying with the Agreement to deduct Union dues set forth above.

Further, the Employer shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues. If the Union agrees to defend the Employer concerning a dues deduction claim, the Employer may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Employer.

2. Upon execution of this MOU, the following language shall be added to Article XIX, Duration of Agreement: *"Following the expiration of this Agreement, there shall be no wage increases, no increased benefit contributions, no step advancement, nor lane changes until the parties ratify a successor agreement. Any wage increases, step advancements, lane changes or benefit contributions will occur only after mutual ratification of a successor agreement."*

The Parties acknowledge that this Memorandum of Understanding is non-precedent setting and non-referable for future matters concerning or related to this issue.

The Parties agree that the above language shall be added to the next ratified Collective Bargaining Agreement for the Federation.

Justin Gluesing

Justin Gluesing
AMA ESD Superintendent

06-10-2025
Date

Christina Wilson

Tina Wilson,
President, AMA Federation of Teachers
Local #4693

06-11-2025
Date

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CERTIFICATE *of* SIGNATURE

REF. NUMBER
A9EIH-FUHCX-KQPKW-D2AAB

DOCUMENT COMPLETED BY ALL PARTIES ON
12 JUN 2025 00:36:22 UTC

SIGNER	TIMESTAMP	SIGNATURE
JUSTIN GLUESING EMAIL **GLUESINGJ@AMAESD.ORG**	SENT **10 JUN 2025 18:50:11 UTC** SIGNED **10 JUN 2025 18:50:11 UTC**	 IP ADDRESS **207.74.82.194** LOCATION **ALPENA, UNITED STATES**
CHRISTINA WILSON EMAIL **WILSONC@AMAESD.ORG**	SENT **10 JUN 2025 18:50:11 UTC** VIEWED **12 JUN 2025 00:35:10 UTC** SIGNED **12 JUN 2025 00:36:22 UTC**	 IP ADDRESS **24.236.190.55** LOCATION **ALPENA, UNITED STATES**

RECIPIENT VERIFICATION

EMAIL VERIFIED
12 JUN 2025 00:35:10 UTC

Memorandum of Understanding

between the

Alpena-Montmorency-Alcona Educational Service District

and the

Alpena-Montmorency-Alcona Federation of Teachers(AFT)

and the

Alpena-Montmorency-Alcona Paraprofessional Federation (AFT)

This Memorandum of Understanding (MOU) entered into on **April 10, 2026**, by and between the **Alpena-Montmorency-Alcona Educational Service District,** hereinafter referred to as the *Board*, and the **Alpena-Montmorency-Alcona Federation of Teachers (AFT) and the Alpena-Montmorency-Alcona Paraprofessional Federation (AFT),** hereinafter referred to as the *Federation*, and collectively known as the *Parties*.

The aforementioned Parties desire to enter into the agreement described below and agree to work together to accomplish the goals and objectives set forth.

27L Funding

This agreement establishes the guidelines for distributing **27L funding** received for the **2025/2026 School Year**.

- **Total Funding:** Approximately **$8,726.50**.
- **Distribution Goal:** The parties agree to distribute this amount evenly among all District employees.
- **Methodology:** The total amount will be divided by the total number of employees on the payroll as of **May 29, 2026**.

Payment Terms and Responsibility

- **Employer Contribution:** Employer retirement and matching FICA taxes
- **Employee Responsibility:** Employees are responsible for their standard payroll deductions, including taxes and retirement.
- **Payment Date:** Payments will be issued on the **June 26, 2026** payroll.
- **Deadline for Changes:** Employees wishing to use tax-deferred methods (HSA, tax changes, etc.) must notify payroll by **June 26, 2026**.

Eligibility and Calculations

Employees must be employed by the District on the **last day of school** to be eligible. Final payment amounts are determined by employment status (full-time vs. part-time) and length of service or leave status as follows:

- Hired before January 1, 2026 and working 30+ hours per week = 1.0 factor (full payout[1])
- Hired before January 1, 2026 and working < 30 hours per week = .5 factor (50% of full payout)
- Hired on/after January 1, 2026 and working 30+ hours per week = .5 factor (50% of full payout)
- Hired on/after January 1, 2026 and working < 30 hours per week = .25 factor (25% of full payout)

The Parties acknowledge that this Memorandum of Understanding is not precedent-setting and non-referable for future matters concerning this issue, and it shall not constitute evidence of past practice relative to any interpretation or application of the current or any subsequent Collective Bargaining Agreement for the Federation.

Justin Gluesing

Justin Gluesing
AMA ESD Superintendent

05-18-2026

Date

Christina Wilson

Tina Wilson,
President, AMA Federation of Teachers
Local #4693

04-13-2026

Date

Angela Gagnon

Angela Gagnon,
President, Paraprofessional Federation
Local #4742

04-13-2026

Date

[1] The estimated full payout is $71.06 (net) as of February 18, the last time we did the calculation. If other employees leave or are added, this amount adjusts slightly.

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REF. NUMBER
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DOCUMENT COMPLETED BY ALL PARTIES ON
18 MAY 2026 12:22:06 UTC

SIGNER	TIMESTAMP	SIGNATURE
ANGELA GAGNON EMAIL GAGNONA@AMAESD.ORG	SENT 13 APR 2026 12:04:24 VIEWED 13 APR 2026 12:13:30 SIGNED 13 APR 2026 12:21:01	 IP ADDRESS 136.228.60.98 LOCATION ALPENA, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 13 APR 2026 12:13:30	
CHRISTINA WILSON EMAIL WILSONC@AMAESD.ORG	SENT 13 APR 2026 12:04:24 VIEWED 13 APR 2026 12:54:12 SIGNED 13 APR 2026 12:54:50	 IP ADDRESS 136.228.60.98 LOCATION ALPENA, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 13 APR 2026 12:54:12	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
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DOCUMENT COMPLETED BY ALL PARTIES ON
18 MAY 2026 12:22:06
UTC

SIGNER	TIMESTAMP	SIGNATURE
JUSTIN GLUESING EMAIL GLUESINGJ@AMAESD.ORG	SENT 13 APR 2026 12:04:24 VIEWED 20 APR 2026 11:27:40 SIGNED 18 MAY 2026 12:22:06	 IP ADDRESS 136.228.60.2 LOCATION ALPENA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
20 APR 2026 11:27:40

Memorandum of Understanding

between the

Alpena-Montmorency-Alcona Educational Service District

and the

Alpena-Montmorency-Alcona Federation of Teachers(AFT)

This Memorandum of Understanding (MOU) entered into on **May 26, 2025**, by and between the **Alpena-Montmorency-Alcona Educational Service District,** hereinafter referred to as the *District*, and the **Alpena-Montmorency-Alcona Federation of Teachers (AFT),** hereinafter referred to as the *Federation*, and collectively known as the *Parties*.

The Parties desire to enter into the agreement described below and agree to work together to accomplish the goals and objectives set forth.

End of Year - 2025-2026

The purpose of this memorandum of understanding is to outline the provisions for the end of the school year for staff under the Professional Staff CBA.

The Parties agree as follows:

1. The original last day of school was projected to be Tuesday, June 9, 2026 for all Professional Staff.
2. The AMA ESD has applied for the use of three (3) additional forgiven time days under the allowable waiver process. These additional days have been approved.
3. House Bill 5797 has now passed the Senate and is awaiting the Governor's signature. Based on our interpretation of the legislation, it will provide up to three (3) additional days of forgiven time.
4. As a result, Pied Piper staff, including EI/SOAR Room staff, are now projected to end on Friday, June 12.
5. Itinerant staff who are principally assigned to work in local districts will end on Tuesday, June 9, as originally projected.
6. ECSE will end on Tuesday, June 9, as originally projected, as the program has already exceeded the required days and hours. Staff assigned to ECSE will report to Pied Piper for the remainder of the school year.
7. This MOU is contingent upon the Governor signing House Bill 5797.

The Parties acknowledge that this Memorandum of Understanding is non-precedent-setting and non-referable for future matters concerning this issue, and it shall not constitute evidence of past practice relative to any interpretation or application of the current or any subsequent Collective Bargaining Agreement for the Federation.

Justin Gluesing

Justin Gluesing
AMA ESD Superintendent

05-27-2026

Date

Christina Wilson

Tina Wilson,
President, AMA Federation of Teachers
Local #4693

05-27-2026

Date

CERTIFICATE *of* SIGNATURE

REF. NUMBER
9XYVO-U7MEC-YQF4N-DXDWK

DOCUMENT COMPLETED BY ALL PARTIES ON
27 MAY 2026 12:08:15
UTC

SIGNER	TIMESTAMP	SIGNATURE
JUSTIN GLUESING EMAIL GLUESINGJ@AMAESD.ORG	SENT 27 MAY 2026 12:04:10 SIGNED 27 MAY 2026 12:04:10	 IP ADDRESS 136.228.60.2 LOCATION ALPENA, UNITED STATES
CHRISTINA WILSON EMAIL WILSONC@AMAESD.ORG	SENT 27 MAY 2026 12:04:10 VIEWED 27 MAY 2026 12:05:08 SIGNED 27 MAY 2026 12:08:15	 IP ADDRESS 136.228.60.98 LOCATION ALPENA, UNITED STATES

RECIPIENT VERIFICATION

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27 MAY 2026 12:05:08