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MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT
CONTRACTUAL AGREEMENT

Marquette-Alger Intermediate School District

Marquette-Alger Intermediate School District Board of Education
Marquette-Alger Intermediate School District
Certified and Approved Employees

MASTER AGREEMENT 1974-1975

This Agreement is entered into this 20th day of March, 1975 by and between the Marquette-Alger Intermediate School District, Marquette, Michigan, hereinafter called the "Board," and the Marquette-Alger Intermediate School District Education Association, hereinafter called the "Association." All District employees are hereinafter called the "employee(s)." Division I signifies certificated employees as defined in Division I, Article I, Recognition.

WITNESSETH:

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of the Marquette-Alger Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its personnel employees but excluding "administrative and supervisory personnel" within the meaning of the Public Act 379, with respect to hours, wages, terms and conditions of employment, and

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

WHEREAS, this contract is in effect from July 1, 1974, to June 30, 1975,

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

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1.

General

Article 1 - Recognition

- A. The Board of the Marquette-Alger Intermediate School District recognizes the Marquette-Alger Intermediate School District Education Association, a chapter of MEA, as the exclusive bargaining agent for all certificated personnel and/or personnel approved by the State Department of Public Instruction, who perform services on a regular school year basis for the Marquette-Alger Intermediate School District shall be employees of the Marquette-Alger Intermediate School District. Certificated personnel include: State Certified School Psychologists, Speech Therapists, Coordinator of Speech Therapy, Type "C" Teacher Consultants, Teacher Consultants for the Physically Handicapped Children, Teacher Consultant for the Emotionally Disturbed, Pre-School Consultant, School Social Worker, Type "B" Teachers, Physical Therapist, Occupational Therapist, Teacher for the Severely Multiply Impaired, Curriculum Resource Specialist, Music Therapist, and Educational Consultants, General Services Division but excludes: Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Special Education and the Business Manager.

In Division I of the Master Agreement, the term "employee" shall refer only to the certified personnel and/or personnel approved by the State Department of Public Instruction.

Changes of titles shall be consistent with the rules and regulations of Public Act 198.

- B. The Board agrees not to negotiate with any other organization of certificated personnel and/or personnel approved by the State Department of Public Instruction for the duration of this contract.

Article 2 - Association and Employee Rights

- A. Pursuant of the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other applicable laws and regulations. (The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere).
- C. The Association and its representatives shall have the right to use the Intermediate Office Conference Room when available during non-working hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of the room before the commencement of the office day or until 6 P.M.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in the Intermediate Office at reasonable times, provided that this shall not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.
- E. The Association shall have the right to use the office facilities and equipment, including typewriters, duplicating equipment and all types of audio-visual equipment which are not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

- F. The Association shall have the right to post notices of Association concern on its bulletin board in the Intermediate School Office. The Association may use the direct mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including teachers' salary schedule, but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees, salaries paid thereto and educational background other than individual administrative salaries, and such information as will assist the Association in programs on behalf of the employees, together with non-confidential information which may be necessary for the Association to process any grievances or complaints.
- H. The Administration may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to discuss with the Administration said matters prior to their adoption and/or general publication.
- I. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employees.
- J. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and marital status.

Article 3 - Agency Relationship and Association Membership -
Effective June 15, 1975

- A. Neither the Board nor the Association will discriminate against any employee in the bargaining unit because of the employee's decision to join or not to join the Association. Implementation of Paragraph "B" shall not be considered an act of discrimination. Any employee who elects not to join the Association, shall be required, as a condition of continued employment, to pay a service fee to the Association in an amount equal to the dues which would have been required had the employee become a member of the Association. Each employee shall, within thirty (30) days from the date of commencement of professional duties, elect to join or not to join the Association. All employees shall, within the same time period, sign a payroll deduction authorization, as described in Article 4 authorizing the deduction of dues or service fees, as the case may be. Revocation of deduction authorization shall be made only during the 30-day period preceding the expiration date of this contract. Notice of revocation by the employee shall be made to the Board and the Association.
- B. In the event an employee shall not pay the required amount as scheduled, the Board and the Association shall implement their respective procedures as follows:
1. The Association shall notify the employee of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such employee that a request for discharge may be filed with the Board in the event that compliance is not effected.
 2. If the employee fails to comply, the Association may file charges, in writing, with the Board and may request termination of his/her employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, upon receipt of said charge and request for termination, shall conduct a due process hearing thereon. To the extent said employee is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.

4. An employee whose employment may be terminated due to his/her nonconformity to this section (Association Security) shall be continued in normal function until the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by the teacher) upholding such termination of employment.
 5. Nothing herein shall be construed to prohibit the Board from making any additional inquiry or holding any additional hearings which it may deem necessary provided, however, such inquiry and/or hearings shall take place within forty-five (45) days of receipt of request for termination.
- C. In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association and the Michigan Education Association shall assume all costs, indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement, subject, however, to the following conditions:
1. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or any judgment which may be assessed against the Board by any court or tribunal.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

Article 4 - Payroll Deduction for Association Dues, Service Fees or Public Employee's Federal Credit Union

- A. For the convenience of its employees and the Association, the Board agrees to establish and maintain a payroll deduction plan for the collection of Association dues or service fees and forward the same to the Association. The parties agree and understand that payroll deductions shall only be made pursuant to written authorization by individual employees and shall terminate immediately upon the withdrawal of such authorization by the employee. Furthermore, payroll deductions shall only be made in an amount and for the period specified by individual employees; provided, however, that all authorization forms shall uniformly require that deductions for Association dues or service fees be made in ten (10) equal consecutive installments. Employees may elect to pay cash directly to the Association in lieu of payroll deduction. Payroll deduction shall commence with the first pay period following the thirty (30) day enrollment period in September as per Article 3, paragraph "A".
- B. The Board agrees to promptly remit to the Association Treasurer all dues and service fees deducted from the earning of its employees. The remittance shall be accompanied by a list of employees from whom payroll deductions were made.
- C. Notwithstanding the provisions of paragraph A of this Article, any employee who evidences to the Association that he is a member of a church whose longstanding teachings have historically forbidden joining or supporting a labor union or similar organization and as such member has such a personal religious conviction, shall, so as to show good faith inasmuch as other non-members of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such employee shall, as a condition of continued employment, pay a sum equivalent to the dues uniformly required to be paid by members of the Association to a non-union, non-religious charitable organization mutually agreed upon by the employee and the Association (furnishing a copy of the receipt thereof to the Association) or authorize payroll deduction for said sum in the same manner as provided by the contract. In the event the employee shall not pay such sum directly to the charitable organization or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such employee, recognizing the failure of such employee to comply with such provision is just and reasonable cause for discharge.

D. All payroll deduction authorizations used in connection with this Article shall be uniform and shall be in substantially the following form:

AUTHORIZATION FOR PAYROLL DUDUCTION

TO: Marquette-Alger Intermediate School District Board of Education, Marquette, Michigan

I, the undersigned, do hereby authorize the Marquette-Alger Intermediate School District Board of Education to deduct the sum of \$ _____ in ten (10) equal, consecutive installments of \$ _____ each from any earned or accrued wages due me, (until revoked by written notice) and to remit the same to the Treasurer of the Michigan Education Association for payment of my Association (dues) (service fees).
(strike one)

Date _____

Signature of Employee

SSN _____

REVOCATION OF AUTHORIZATION FOR PAYROLL DEDUCTION

TO: Marquette-Alger Intermediate School District Board of Education, Marquette, Michigan

I, the undersigned, do hereby revoke the above authorization for Payroll Deduction.

Date _____

Signature of employee

E. Effective September, 1975

The Board shall deduct from the salary of any employee and make appropriate remittance for the Public Employee's Federal Credit Union payroll deduction savings plan. Said deduction will be made in equal bi-weekly amounts as authorized by the employee in a written authorization delivered to the Business Manager during an open enrollment period of one (1) month. Deductions will begin only on the first pay period following open enrollment.

Article 5 - Board's Rights Clause

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

- A. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of teachers and other employees, during the working day;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish, alter or terminate programs and education services;
- D. To be responsible for the means and methods of instruction; selection of textbooks and other teaching materials.

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

Article 6 - Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. An employee prevented by an Act of God or other event, which makes it impossible for him/her to fulfill his/her assignment, shall not be required to service that school on the days in question, but instead shall report to the Superintendent for instructions.

Article 7 - Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and the individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement for the duration, shall be controlling.
- C. This Agreement shall supersede any rule, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed, or considered for employment by the Board.
- F. Every employee shall submit to a physical examination at the request of the Board by a licensed physician designated by the Board. If any employee is requested to submit to a physical examination and desires to have his/her personal physician conduct the physical examination, the employee shall pay the difference in fees between the Board-designated physician and the employee's personal physician. The employee's personal physician shall be approved by the Board.

Article 8 - Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. A reasonable time prior to expiration of this Agreement and not later than April 15th, upon request of either party, negotiations will be undertaken for an agreement covering the 1975-76 school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Article 9 - Professional Grievance Procedure

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the Superintendent. If the grievance involves more than one employee, it may be filed with the Superintendent or a representative designated by him.
- C. Within five (5) school days of the receipt of the grievance, the Superintendent shall meet with representatives of the Association in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be earlier may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment

thereon may be entered in any court of competent jurisdiction.

- F. The fees and expenses of the arbitrator shall be shared equally by the parties.
- G. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- H. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- I. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so without recourse to the grievance procedure.

Article 10 - Program Review Committee

- A. There is hereby established a Program Review Committee of seven (7) members, two (2) members to be selected by the Association, two (2) members to be selected from the Board, and three (3) members who are not employed by the Intermediate School District to be mutually agreed upon by the parties to represent the Constituent School Districts. The Committee herein established shall investigate and submit recommendations to both the Board and the Association, but such report shall be deemed advisory only. Membership on the Committee shall be reviewed annually. The Superintendent shall be an ex-officio member of the Committee. The members representing the Association, the Board, and the Superintendent will not be present during the time of the formal written evaluation. This evaluation will be reviewed by the total Committee.
- B. On or before March 1st, the Committee shall submit reports to the Board and the Association.
- C. The operating procedures and times for meetings shall be determined by the Committee and reflected in its minutes. A continuing purpose of the Committee shall be to bring to the attention of the Board representative matters of mutual concern which are deemed to require attention.

LEAVES OF ABSENCE

Article 11 - Illness or Personal Leave

- A. At the beginning of each school year, each employee shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the employee. The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of sick leave.
- B. An additional day of sick leave allowance per employee shall be placed in a sick leave bank that would be jointly administered by the Intermediate District and the Association with a maximum accumulation to 100 days.
- C. An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, may be granted an unpaid leave of absence for the duration of the illness or disability, but not to exceed one year. The Board reserves the right to adjust the termination date of any leave granted under this Section in order to conform the same to the beginning of a new semester.

The Board further reserves the right, upon request for such leave, to require medical reports or other documentation confirming an employee's illness or disability. The Board also reserves the right to require medical reports or other documentation in support of an employee's claim that he has recovered from illness and is capable of performing his assigned work. Upon failure to provide medical statements as required, the Board shall exercise its discretion in establishing the duration of any leave for illness or disability. Need for further leave for medical reasons will be considered by the Board upon request of an employee.

- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits provided in Article 11, Section A, to the extent that the Board make payments to a teacher for that portion of his salary not reimbursed under Workmen's Compensation Law, said partial payments shall be charged prorata against the employee's accumulated and additional sick leave days.

- E. An employee absent from work because of mumps, scarlet fever, measles or chickenpox shall receive his daily rate of pay to a maximum of 30 days and thereafter be charged against the employee's sick leave. If or when the total sick leave is used, the additional days shall be charged against the employee at his daily rate of pay. Such benefits shall commence with a physician's written verification.
- F. Two (2) days leave per year may be granted to each employee for personal business (not cumulative) with prior approval of the Superintendent.

Due to extreme conditions this may be extended by the Superintendent or a designated Board Representative.

Article 12 - Sabbatical Leave

- A. Employees who have been employed for seven years may be granted a sabbatical leave for one (1) year, provided the application for the sabbatical leave is accompanied by proof of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Marquette-Alger Intermediate School District, and provided that said employee shall sign a contract agreeing to return to employment with the District for at least the following school year. During said sabbatical leave, said employees shall be considered to be in the employ of the Board for the purposes of salary schedule placement and seniority only, and shall be paid one half ($\frac{1}{2}$) his annual salary.
- B. An employee, upon return from a sabbatical leave, shall be returned to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he worked in the District during such a period.
- C. A maximum of one employee per year on a seniority basis will be granted sabbatical leave.

Article 13 - Unpaid Leaves of Absence

- A. Maternity Leave, not to exceed one year, may be granted by the Board upon the request of an employee. The Board reserves the right to adjust the termination date of any leave granted under this Section in order to conform the same to the beginning of a new semester.

The teacher shall, on or before the start of her sixth month of pregnancy, provide the Board with a statement from her physician certifying that she continues capable of performing her duties and approximating the month of childbirth. After termination of the pregnancy, the teacher shall provide a statement from her physician certifying that she is capable of resuming her normal duties. Upon failure to provide medical statements as required, the Board shall exercise its discretion in establishing the duration of any leave for Maternity purposes.

An employee, returning from Maternity Leave, shall be restored to the seniority and the position on the salary schedule held prior to commencement of the leave, and shall be given credit for any full semester completed prior to commencement of the leave. Need for further leave for medical reasons will be considered by the Board upon request of an employee.

- B. A Paternity Leave may be granted to a male employee to enable him to assist before, during and after the birth (or adoption) of his child, provided that such leave shall be for a full semester and without pay. Upon return from such leave, the teacher shall be restored to the seniority and the position on the salary schedule held prior to commencement of the leave.
- C. A leave of absence will be granted of up to two (2) years to any employee who joins the Peace Corps, Teachers Corps, Job Corps or engages in a cultural travel or work program related to his professional responsibilities or participates in exchange programs in other states, territories or countries, engages in study at an accredited college or university in a subject area reasonably related to his professional responsibilities or is engaged in foreign or military teaching programs on a full-time basis.

An employee, upon return from unpaid leave, shall have restored to him/her the seniority and salary schedule position held at the time the unpaid leave commenced.

- D. Leaves of military service will be granted in accordance with Michigan State Law, that being sections 388.421 and 388.422 of the School Code of 1955, and the compiled laws of 1948 as supplemented.

"388.421 Reemployment of school teachers honorably discharged from military service (M.S.A. 15.2065) (1)

"Sec. 1. Any teacher who has left or leaves a teaching position, other than a temporary teaching position, in any school district in Michigan in order to serve in any branch of the armed services of the United States and who upon termination of such services (1) receives an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for reemployment within 90 days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority, status, and pay unless circumstances have so changed as to make it impossible or unreasonable to do so."

"388.422 Restored without loss of status or seniority; participation in benefits. (M.S.A. 15.2065) (2)

"Sec. 2. Any teacher who is restored to a position in accordance with the provisions of this act shall be considered as having been on leave of absence during his period of training and service in the military forces of the United States, shall be restored without loss of status or seniority, shall be entitled to participate in any benefits under the established rules and regulations of the school district and shall not be discharged from such position without cause within one (1) year after such restoration."

Article 14 - Terminal Leave

Upon retirement from the District and upon simultaneously becoming eligible for retirement benefits from the Michigan Public School Employee Retirement Fund Board, the Board shall pay a terminal leave payment of two percent (2%) of the employee's total gross salary earned in service to the District with a minimum of five (5) years of employment. The maximum payment to be received under this section shall not exceed two thousand dollars (\$2,000); said payment to be made on the last day of employment.

EMPLOYEE RELATIONS

Article 15 - Working Conditions

A. General - Applies to all the following job classifications (B,C,D,E,F,G,H,I,J,K,L,M,N,O,P, and Q)

1. If new job classifications are added to the staff, as listed in Article I (but excluding administrative and supervisory personnel), the working conditions of such job classifications will be negotiated and added to this contract.
2. In the event of dangerous highway conditions so the employee cannot meet an appointment or schedule, he/she shall report that fact to the school which expects him/her, and make this fact known to the Marquette-Alger Intermediate School District Office.
3. In case of school closing, on the employee's regularly scheduled day, he/she shall not report for work at that particular time to the assigned school. However, he/she shall be available for re-assignment.
4. Professional responsibilities of the employee demand attendance at professional conferences from time to time. Employees will be permitted paid time off and expenses (travel, meals, lodging and registration fee) to attend conferences as mutually agreed upon and approved by the Board.
5. Each certificated employee shall plan and execute his/her own testing program, evaluation, therapy, schedule and caseload in accordance with the regulations of the Michigan State Department of Education and approval of the Superintendent.

B. State Certified Speech Therapists

1. No Speech Therapist shall be required to report for duty earlier than fifteen (15) minutes before the opening of the school scheduled for that day, unless said Therapist has voluntarily scheduled before or after school classes. Therapists shall be permitted to leave every school building at the termination of scheduled therapy.
2. Speech Therapists shall be permitted at least one-half ($\frac{1}{2}$) day per week for coordination time, as recommended by the Michigan State Department of Education, and additional time as required and as approved by the Superintendent.

C. State Certified School Psychologist

1. The Psychologist shall serve districts which are in Marquette and Alger Counties, and which have sent in referrals, as equitably as possible; considering the urgency of the problems, the availability of classes and consultants, and the feasibility of time, distance, scheduling and weather conditions.
2. Program planning for school psychological services shall be done with due regard for the Code of Ethics of the Michigan Association of School Psychologists and will involve the psychologist, Director of Special Education and representatives of the local school districts, and may include parent representation. The plan involving delivery of service shall be subject to the approval of local and intermediate school district superintendents.
3. The Psychologist will have a private telephone extension and adequate time in the office to prepare reports, plan his/her program and to consult with members of the Special Education and office team.

D. Type "C" Teacher Consultants

1. The Type "C" Consultant shall participate in education planning conferences for all pupils recommended for Type "A" or Type "C" programs, in the Consultant's assigned district.
2. Each Type "C" Consultant shall be permitted one-half ($\frac{1}{2}$) day each week for coordination time and additional time as required for parent-teacher conferences and consultations as approved by the Superintendent.

E. Teacher - Consultant, Emotionally Disturbed

1. Each consultant shall serve schools and grade levels as mutually planned, with the Superintendent and other consultants.
2. The consultant shall participate in educational planning conferences for all pupils certified in the assigned district.
3. Each consultant shall be permitted one-half ($\frac{1}{2}$) day each week for coordination time and additional time as required for parent-teacher consultations and conferences as approved by the Superintendent.

F. School Social Worker

1. The School Social Worker shall participate in screening conferences pertaining to the educational placement of pupils with whom he has been working or who are to be referred for additional therapy.
2. Areas of responsibility shall include those pupils of all ages who are having difficulty in:
 - a. School Adjustment problems
 - b. Social Adjustment problems
 - c. Home Adjustment problems
 - d. Personal Adjustment problems
 - e. Physical problems
3. The School Social Worker shall serve as a resource person in school and community mental health activities and shall make referrals to all appropriate agencies, to assist in more adequate programming for all children.
4. The School Social Worker will have adequate office and coordination time required for conferences and consultations.

G. Trainable (Type "B") Classroom Teacher

1. Each teacher will plan his program schedule to fit the building schedule in which his room is housed. In scheduling his program, he shall allow ample time for planning and needed consultations.
2. The teacher will participate in educational planning conferences with the Psychologist and the Director of Special Education.
3. A substitute will be supplied for his class during the Type "B" teacher's attendance at a conference.
4. At times when the teacher will not be conducting his class, notice in writing will be given in advance. If conditions occur that make writing a notice inconvenient or impossible for lack of time, a personal phone call shall be made.

H. Teacher Counselor for Physically Handicapped

1. The Teacher Counselor for Physically Handicapped shall participate in educational planning conferences for all pupils recommended for Physically Handicapped programs in the Counselor's district.

2. Each Teacher Counselor for Physically Handicapped shall be permitted one-half ($\frac{1}{2}$) day each week for coordination time and additional time as required and as approved by the Superintendent.

I. Home Consultant for Preschool Handicapped Children

1. The Home Consultant shall work with the Type B Classroom Teacher, Psychologist, Special Education Director and Special Education staff in planning his/her schedule.
2. The Home Consultant shall be permitted at least one-half ($\frac{1}{2}$) day per week for coordination time and additional time as required and as approved by the Superintendent.

J. Coordinator of Speech Therapy

1. The Coordinator of Speech Therapy shall carry one-half ($\frac{1}{2}$) regular therapy caseload in one elementary school; the remaining time to be distributed as follows: pre-school program; parent, teacher and therapist in-service training; and not more than five percent (5%) spent at Northern Michigan University Speech and Hearing Clinic.
2. The Coordinator's therapy schedule shall be established as usual, but in-service and coordination efforts shall be flexible enough to meet the needs of all concerned.
3. Both types of scheduling shall be planned with the Director of Special Education and approved by the Superintendent.

K. Educational Consultant, General Services Division

1. Educational Consultants for General Services will have attained a Bachelors Degree and meet federal and state guidelines as designated by the approved proposals.
2. Such Educational Consultants shall be directly responsible to the Superintendent of the Marquette-Alger Intermediate School District or his designee.

L. Teacher for Severely Multiply Impaired

1. The teacher for the severely multiply impaired shall be responsible for the instructional program for a maximum of nine (9) pupils. The teacher shall coordinate the activities of the aides and other supportive personnel (speech therapist, physical therapist, occupational therapist, nurse, etc.) as it pertains to the multiply handicapped program.
2. The program for the severely multiply impaired shall emphasize the treatment of the total child rather than service to any single handicap in isolation. It shall be the responsibility of the teacher to maintain a systematic method of home-school liaison.

M. Curriculum Resource Specialist

1. The Curriculum Resource Specialist shall be responsible for coordinating the needs for in-service, media, instructional materials, and curriculum development for the Marquette-Alger Intermediate School District Staff and constituent districts upon request or upon needs which have been deemed necessary by the Curriculum Resource Specialist, or by other educators in the Marquette-Alger Intermediate School District area.
2. The Curriculum Resource Specialist shall be responsible for developing the Learning Center at the Marquette-Alger Intermediate School District office.
3. The Curriculum Resource Specialist shall be directly responsible to the Superintendent or his designee of the Marquette-Alger Intermediate School District.

N. Pre-School Consultant

The Pre-School Consultant shall be responsible for the coordination of services related to the pre-school handicapped child. This will include work with the Special Education Staff and with the representatives of those agencies whose cooperation and service will provide assistance in:

1. The identification of all pre-school handicapped children.
2. The development of a comprehensive program for those identified.

O. Physical Therapist

The Physical Therapist shall be responsible for implementing physical therapy treatments for children as prescribed by the physician (State Special Education Rules and Regulations). The therapist shall maintain on-going records concerning treatment, and shall be responsible for reporting to parents, teachers and others concerned with the treatment of the child.

P. Occupational Therapist

The Occupational Therapist shall be responsible for implementing occupational therapy treatments for children as prescribed by the physician (State Special Education Rules and Regulations). The therapist shall maintain on-going records concerning treatment, and shall be responsible for reporting to parents, teachers and others concerned with the treatment of the child.

Q. Music Therapist

The Music Therapist shall be responsible for implementing music therapy programs for children in cooperation with other staff. The Music Therapist shall maintain on-going records concerning therapy, and shall be responsible for reporting to parents, teachers and others concerned with the educational programs of the child.

Article 16 - Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different position or classification shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, the position sought and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. When vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption of the existing instructional program. If the Superintendent in his judgment so determines, such a vacancy may be filled on a temporary basis until the end of the normal school year, at which time re-assignment will be reviewed by the Superintendent with the applicant(s) and final disposition made prior to June 15.
- C. The Board declares its support of a policy of filling vacancies, including supervisory positions, from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall post notice of such vacancy for a period of ten (10) days. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors.

Article 17 - Employees' Observation and Certification

Employee Tenure

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the school year. The first, two (2) months following the teacher's commencement of service; the second, during the month of January; and the third, ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two years.
- B. Evaluations shall be conducted by the employee's Superintendent or a person designated by him.
- C. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

Article 17 - Employees' Observation and Certification - Continued

- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria.
- E. No later than March 15th of each probationary year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.
- F. Each tenure teacher shall have the right upon request to review the contents of his own personnel file.
- G. The Board agrees to comply with Michigan Tenure Act and the rules set for same:
 - 1. Two year period applies to probationary certificated employees.
 - 2. A tenure certificated employee from another Michigan District will serve a one-year period of probation.
 - 3. No teacher will be required to serve more than one probationary period in a district.

Article 18 - Reductions in Personnel and Annexations and Consolidation of Positions

- A. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of persons employed by the Board, the Board will retain, as nearly as possible those employees having the longest service in the District. The Board will further use their best efforts to assist all employees terminated for lack of work to secure employment upon terms and conditions as nearly comparable as possible.

Nothing herein shall relieve the Board from fulfilling the terms of any individual contract with an employee.

Article 19 - Employee Protection

- A. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- B. The Board will encourage school authorities to endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- C. An employee may temporarily exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the class intolerable. In such cases, the employee will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Any case of assault by a student or other employee upon an employee arising out of his employment shall be promptly reported to the Board or its designated representative and also to the local school district administrator. The Board will provide legal counsel to advise the employee of his rights and obligations with respect to said assault and shall render all necessary and reasonable assistance to the employee in the disposition of the case civilly and/or criminally by the appropriate law enforcement and judicial authorities but shall not be required to retain counsel or pay legal fees incurred in the disposition of the case, civilly or criminally.
- E. In the event any employee is sued for acts or conduct arising out of his employment and said claim is covered under the Board's Comprehensive Liability and Property Damage Insurance Policy in effect at the time of the act giving rise to said claim, the Board will provide legal counsel, assist the employee in his defense and render all necessary assistance in the disposition of said claim.
- F. Time lost by an employee in connection with any incident in pursuit of his employment shall not be charged against the employee.

Article 19 - Employee Protection - Continued

- G. The Board may reimburse an employee for any loss, damage or destruction of clothing or personal property of the employee arising out of his employment and not due to any fault, negligence, or carelessness of the employee. Any claims pertaining to this part of the contract shall be submitted to the Superintendent. If no agreement is reached, the Association President and the Superintendent shall review the claim. If the claim is not resolved, a third party mutually agreed upon, shall render a binding decision.
- H. No action shall be taken upon any complaint by a parent or a student directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

Article 20 - Professional Improvement

- A. Any employee who enrolls in a course related to his instructional responsibilities as approved by the Superintendent in a "N.C.A.T.E." accredited college or university shall receive credit but limited to the degree statute heads on the salary schedule for each semester hour so earned; to become effective annually, at the beginning of each contractual year.
- The number of hours accepted for financial consideration on the salary schedule shall be prorated but limited as defined by the degree status heading.
- B. At the request of the Association, or upon the Board's initiative arrangements shall be made for after school-courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All employees who are designated by the Board shall attend.
- C. In order to encourage professional improvement, the Board will seek to establish a professional library. (This section shall be in lieu of any previous practice of subsidizing individual professional dues).

Article 21 - Academic Freedom

The Board and its employees seek to educate in the democratic tradition. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Article 22 - Professional Behavior

- A. Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided an employee may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other discipline by an employee reflect adversely upon education and create undesirable conditions. Alleged breaches of discipline or violation of the Code of Ethics of the Education Profession shall be promptly reported to the offending employee and to the Association.
- C. The Board and the Association recognizes and agrees to adhere to the Code of Ethics as stated in Article 23 of this contract.

Article 23 - Code of Ethics

A. General

We, professional educators of the United States of America, the Marquette-Alger Intermediate School District and of our respective professions, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard, as essential to these goals, the protection of equal educational opportunity for all. We affirm and accept our responsibility to practice our professions according to the highest ethical standards as set forth by our various professional organizations, namely: NEA, MEA, The Council for Exceptional Children, The American Speech and Hearing Association, American Psychological Association, The Michigan Psychological Association, Michigan Speech and Hearing Association, American Personnel and Guidance Association, and American Association on Mental Deficiency.

Article 23 - Code of Ethics - Continued

B. Commitment to our students:

We therefore agree to:

1. deal justly and considerately with each student.
2. withhold confidential information about a student, his home, his handicap unless we deem that its release serves professional purposes, benefits the student or is required by law.
3. conduct conferences with concerned people when necessary in the appropriate place and manner.
4. seek to make available agencies or referrals possible to assist the student with his needs.
5. seek to improve facilities and techniques.

C. Commitment to the School District

We therefore agree to:

1. protect the Special Education Program against undesirable infringement by untrained and/or unqualified persons.
2. encourage good mental health.
3. make the most effective use of all available community resources.
4. assist in the education of the public regarding various areas of Special Education.
5. show a sensible regard for the social codes and moral expectations of the community and School District.

D. Commitment to the profession

We therefore agree to:

1. act with integrity in regard to the colleagues in our profession and in other professions.
2. maintain the highest possible standards of professional competency.
3. participate and conduct ourselves in a responsible manner in the development and implementation of our profession.

Article 23 - Code of Ethics - Continued

B. Violation of the Code of Ethics

We, as professional education employees, adhere to the Code of Ethics as outlined in this article. Any deliberate act against this code may be considered and interpreted as an unfair labor practice by an employee.

Article 24 - Salary

A. This schedule is for one hundred eighty (180) working days.

B. This schedule shall be used to calculate the salary of the certificated personnel as defined in Article I, Recognition of Division I of the Marquette-Alger Intermediate School District Contractual Agreement.

C. The Base Salary is \$8800

Intermediate certificated personnel not having Temporary or Full Certification in Specialty Areas (such as speech therapy, mental retardation and others) - Base \$8,360.00 (95% of \$8,800.00 Base and index through MA position only).

D. Salaries shall be paid in twenty-six (26) equal installments, bi-weekly.

E. All provisions of this article shall apply only to employees of the Marquette-Alger Intermediate School District.

Article 25 - Insurance

- A. The Marquette-Alger Intermediate School District Board shall pay up to seven hundred eighteen dollars and eighty cents (\$718.80) annually toward Michigan Education Association Super Med II Insurance developed and administered by Michigan Education Special Services Association, and/or option plans on a twelve-month basis for each employee.
- B. The Board shall provide Group Life Insurance protection in the amount of \$10,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above coverage at group rates by payroll deduction from retiree's State Teacher's Retirement checks.
- C. Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available on an optional basis.
- D. The Board shall provide 50 percent of the Long Term Disability Insurance for each member of the bargaining unit. Benefits shall be payable upon the 360 calendar day of disability at 60 percent of annual contractual salary. Benefit payment shall continue to age 65 or until termination of disability--whichever occurs first.

Article 26 - Contractual Days Agreement

The total number of Christmas and Spring holidays will be determined by the Board on an individual basis. For the 1974-75 school year, the total number of working days shall be one hundred eighty (180) days, beginning September 3, 1974, and ending June 6, 1975.

Article 27 - Mileage

All employees covered by provisions of Division I shall be reimbursed at 16¢ per mile for transacting any district business requiring the use of his/her car, requested by the Superintendent and/or Supervisor.