

6/30/00

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MARQUETTE AREA EDUCATION ASSOCIATION

AND

MARQUETTE AREA PUBLIC SCHOOLS

MASTER AGREEMENT

1997-2000

Marquette Area Public Schools

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and
MARQUETTE AREA PUBLIC SCHOOLS

Master Agreement
1997-2000

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ARTICLE I - RECOGNITION; DEFINITIONS

Section 1

The Board hereby recognizes the Marquette Area Education Association ("MAEA"), the Upper Peninsula Education Association, and the Michigan Education Association as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The bargaining unit shall consist of:

All regularly scheduled full-time and part-time certificated teaching personnel under probationary contract or continuing tenure, including counselors, alternative school personnel, department heads, nurses, social workers, psychologists, therapists, Planetarium Director, and Coordinators; but excluding the Superintendent, Business Manager, Principals, Assistant Principals, Alternative School Director, Assistant Superintendents, Community School Director, Director of Audio-Visual, Vocational Educational Coordinator, custodial and maintenance employees, mechanics, food service employees, bus drivers, secretaries, clerical employees, all aides certificated or otherwise, substitutes, and all other employees including supervisors.

Section 2

The terms "employee", "member" or "teacher" when used in this Agreement refer to all employees in the above described bargaining unit unless the context requires otherwise. The use of masculine pronouns refers to both males and females.

Section 3

Working days as used herein shall be interpreted as school days (teacher work days) when school is in session (from the first scheduled teacher work day of the school year to the last scheduled teacher work day of the school year) and, when school is not in session, as Monday through Friday excluding holidays (as recognized by the District for employees in Central Administration).

ARTICLE II - BOARD RIGHTS

Section 1

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- 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; to promote and transfer all such employees; and to establish, amend and enforce policies, procedures and work rules, including but not limited to rules concerning discipline and concerning possession or use of alcohol, drugs or other controlled substances.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

Section 2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the 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 the laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3

The Board has full right to grant or deny tenure to all teachers not officially holding tenure. The Board further has the right not to re-employ any nontenured teacher. This section shall be applied according to the Tenure Act in the State of Michigan.

Section 4

The Board shall have no obligation to grant the application of tenure laws and related procedures to employees other than those covered by such laws.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1

A grievance is defined as an alleged violation or misapplication of a specific provision of this Agreement. Teachers and the Association ("grievants") are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after the occurrence or non-occurrence of the event upon which the grievance is based or after such occurrence or non-occurrence comes to the attention of the grievant as is reasonably possible without interruption of work. In any event, in order to become the basis for a claim, the grievance must be presented at Step 1A within ten (10) working days (and, in writing, at Step 1B within fifteen working days) after the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or non-occurrence. In no event shall the grievance be presented more than thirty (30) calendar days from the date of such occurrence or nonoccurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively taken by the Board or Administrator notwithstanding that actual implementation of such action may take place at some future date. An individual employee may present a grievance and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. A class action grievance is appropriate only if it involves more than one (1) employee. Grievances will be presented in the following steps:

Section 2 - Procedure

STEP ONE

- 1A. (1) Within the ten (10) working days (as defined in Article I) provided in Section 1, a teacher or the Association (if a class action) must present the grievance orally to the principal (and/or other immediate supervisor for non-teaching professional personnel) or designee. While the grievance may be discussed at Step 1 without the presence of an Association representative, the teacher may request presence of an Association representative. If not resolved at Step 1A, the grievance may be appealed in writing to Step 1B within the fifteen (15) working days provided in Section 1.
- (2) An employee has the right to presence of an Association representative during grievance processing. If the Employer wishes to meet with the employee without presence of an Association representative, and does not

believe the employee's claim is appropriately considered a grievance within the meaning of Section 1, the Employer may require the employee to meet with the principal, or other immediate supervisor or designee, without presence of an Association representative (to the extent permitted by law). After such meeting, however, if the employee still believes there has been a violation of a specific provision of this Agreement, such meeting will not preclude the Association representative from meeting with the principal (or other supervisor) at Step 1A.(1).

- 1B. Within the fifteen (15) working days provided in Section 1, the grievance shall be presented in writing (the "Statement of Grievance") to the principal (or other immediate supervisor or designee).
- 1C. If there is a meeting with the teacher to discuss the written Statement of Grievance the teacher may request presence of an Association representative. Within ten (10) working days after presentation of the written Statement of Grievance, the principal (or immediate supervisor or designee) shall give an answer in writing to the teacher and the MAEA.
- 1D. If a grievance arises which does not involve the principal (or immediate supervisor), Step One of the Procedure may be bypassed, but the time limitations of Section 1 will apply. If the grievance is accelerated to Step Two, the grievant must clearly indicate on the written Statement of Grievance that they are bypassing Step One.

STEP TWO

- 2A. If the principal's (or immediate supervisor's or designee's) answer to the grievance is not satisfactory to the teacher, or if no answer was given within the time limit, the teacher or the Association shall present the written Statement of Grievance to the Superintendent of Schools or designee within ten (10) working days after the principal's answer is given, or if no answer was given, within five (5) working days after the principal's answer was due.
- 2B. The Superintendent or designated representative shall give the MAEA representative an answer in writing no later than ten (10) working days after receipt of the written grievance or the requested meeting, whichever is later. If further investigation is needed, additional time may be allowed by mutual agreement in writing.

STEP THREE

- 3A. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator mutually selected by the parties, or selected according to American Arbitration Association rules and procedures. Such appeal must be taken within twenty-five (25) calendar days from the date of the decision provided for in Step Two.
- 3B. Powers of Arbitrator. It shall be the function of the arbitrator, and he shall be empowered after due investigation, to make a decision in cases of alleged violation or misapplication of the specific articles and sections of this Agreement. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. He shall have no power to rule on any of the following:
1. The establishment of salary schedules.
 2. The termination of services of or failure to re-employ any probationary teacher.
 3. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
 4. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedures specified in the Teacher's Tenure Act. (Act IV Public Acts, extra session of 1937 of Michigan as amended.)
 5. Board policy unless it is in violation of the contract.
- 3C. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.
- 3D. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay. No decision in any one grievance shall require a retroactive wage adjustment to any other employee unless such grievance was filed as a class action grievance.
- 3E. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

Section 3 - Statement of Grievance

The "Statement of Grievance" shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the MAEA with respect to these provisions, shall indicate the specific relief requested and shall be signed by the grievant.

Section 4 - Time Limits

Any grievance not advanced to the next step by the teacher or the Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail. If the Administration fails to answer in the given time, the teacher or Association shall so notify the administrator involved. If the administrator fails to answer by the end of the next work day after such notice, the teacher's or Association position shall prevail.

ARTICLE IV - TEACHER RESPONSIBILITIES

Section 1

In addition to teaching, the school day will be used for:

- A. Planning and preparing for classes.
- B. Evaluating pupil progress.
- C. Reporting evaluations of pupil progress to the school Administration and to the parents of the children whom they teach at appropriate times during regular working hours except under extenuating circumstances.
- D. Providing professional service to the school and the community for the purpose of assisting in the development and implementation of quality education in the system.
- E. Furnishing essential reports and information required by administrators.

Section 2

In addition to activities during the Teacher Day (Appendix A-2), teachers are expected to participate in activities such as the following after the Teacher Day:

- A. Faculty meetings and departmental meetings. The common meeting day will be Tuesdays (normally alternate Tuesdays).

- B. Professional development training sessions which have been mutually agreed upon by the MAEA and the District. Unless the MAEA and the District mutually agree, faculty and/or departmental meetings which extend beyond the end of the day will not include professional development training sessions. Professional development training sessions do not include sessions where teachers are informed or instructed about District or building level policies, procedures and/or interpretations which impact upon the teacher's responsibilities.
- C. Meetings of committees on which the teacher has volunteered to serve.
- D. Parent-teacher conferences as provided in the Parent Teacher Conference Article (XXII).
- E. High School graduation exercises (High School teachers).

Section 3

It is understood that the teacher preparation period is subject to the total school program, and as a result, such things as substituting in a classroom, special events, field trips, testing programs, emergency class needs, assemblies, etc., may from time to time be substituted for preparation time. Preparation periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Teachers who involuntarily substitute for other teachers during normal preparation time shall be compensated at \$11 per period. Preparation time shall not be used or spent on any unconnected or non-school activity.

Section 4

Except for the lunch period, non-classroom time of a teacher shall be devoted to duties such as the following: the instructional program, conferring with parents, pupils, Administration, and supervisors, studying and maintaining records.

Section 5

The teachers will assume an active role in supervising students in the building throughout the normal school day.

Section 6

Teachers will be expected to remain on duty as long as needed in the event of emergency situations as determined by the Superintendent.

Section 7

It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

Section 8

Teachers will not leave their buildings during working hours without the consent of the building principal or his designated representative.

Section 9

A teacher will not be discharged or otherwise disciplined without just cause. Progressive discipline, which may include verbal warning, written warning and/or suspension prior to discharge, will be followed; the first step of such procedure (including possible discharge) will depend upon the severity of the offense. To the extent applicable, disciplinary action will be taken in accordance with the Michigan Teachers' Tenure Act.

Section 10

Teachers may not, without written approval of the Employer, request State Board of Education nullification of certifications or endorsements unless, at the time of such nullification, the certification/endorsement has not been used by the teacher for five (5) or more years. Should any teacher have any certification or endorsement currently being used by them nullified (or otherwise terminated) during the school year, without approval of the Employer, their employment may be terminated. For job assignment, transfer, layoff, recall or any other purpose for which seniority is considered pursuant to this Agreement, any employee (including any employee having their certification/endorsement terminated during the year who is not discharged) obtaining nullification of any certification/endorsement without required written approval by the Employer will thereafter be considered to have the lowest seniority in the District, notwithstanding any other provisions of this Agreement to the contrary, for the balance of such five years. Upon expiration of such five years the employee will be re-credited with the seniority held by them at the time of such nullification and will, at the end of such five years, again commence earning seniority.

Section 11

The teacher will remain with his students until the special teachers of art, music and physical education assume responsibility for the period.

Section 12

- A. It is the responsibility of the Administration during teacher illness and absence to cover classes.
- B. It is the individual teacher's responsibility to notify the appropriate Administrator, or designee, of the intended absence as soon as the need becomes apparent. Whenever possible, the teacher shall notify the appropriate Administrator, or designee, the night prior to the absence and, at the very latest, one hour before the start of the teacher's day. When continued or extended illness occurs, or otherwise upon the reasonable request of the administration, it is the teacher's responsibility to provide their Administrator, or designee, with information about the length of their absence, and the probable date of return, and to provide such additional information to the personnel office as may be required. Without limitation on other possible disciplinary action, any teacher failing to fulfill the requirements of this paragraph will not be compensated for the absence in question, even if it would otherwise qualify as paid leave, unless excused in writing by the Superintendent.

Section 13

A teacher shall endeavor to give proper notification of his intent to leave the system as soon as such intent is known. Whenever possible, this notification shall be no later than April 1 so that continuity of program and adequate planning can be achieved by the Administration.

ARTICLE V - SCHOOL DAY

Section 1

- A. Normally, teachers in the Senior High School will be expected to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day and remain at least thirty-five (35) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.
- B. Normally, teachers in the middle schools will be expected to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day and to remain at least thirty-five (35) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.

- C. Normally, teachers in the elementary school will be expected to report for duty at least thirty-five (35) minutes before the opening of the pupils' regular school day and to remain at least fifteen (15) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.
- D. Individual buildings may change the amount of time the teacher remains in the building before and after the pupil day as long as the total number of minutes remains the same as stated in Section 1, paragraphs A, B, and C.
- E. On Fridays or on days preceding holidays or vacations, teachers' days shall end fifteen (15) minutes after the close of the pupils' regular school day.
- F. Exceptions may also be made for good cause by the principal to the provisions relating to time after school.
- G. The normal workday for non-teaching professionals shall be as defined in Appendix A-2.

Section 2

The Administration shall have the right to determine the starting and ending time of the school day and class and lunch period schedules. No teacher shall have less than thirty (30) minutes of uninterrupted duty-free lunch time. If student lunch periods are more than 30 minutes, the teacher's non-classroom time in excess of 30 minutes shall be considered non-classroom time as specified in Article IV, Section 4, and the non-classroom time before and after the pupils' regular school day, as specified in Section 1 above, will be adjusted if necessary for compliance with Appendix A-2 (length of Teacher Day). The amount of time each teacher is engaged in student instruction per day shall not exceed that stated in Appendix A-1. The length of the Teacher Day (including lunch) shall not exceed that defined by Appendix A-2.

Section 3

- A. The Board agrees to continue its practice regarding teacher preparation time for elementary teachers during those times when students receive instruction from special area teachers such as teachers of art, music or physical education. The Board will provide an average of at least two hundred forty (240) minutes per week of teacher preparation time (exclusive of recess time) for each full-time elementary teacher of regular education classes, prorated for part-time. Elementary teachers of music, art and physical education, and other teachers with similar schedules, will also be scheduled for an average of at least 240 minutes of preparation time but such time may not be scheduled in the same manner as for elementary teachers of regular education classes.

- B. For elementary teachers of regular education classes, the 240 minutes of preparation time will normally include periods of at least twenty-five (25) minutes each. For elementary teachers of music, art and physical education, and other teachers with similar schedules, the 240 minutes of preparation time will include time contiguous with any non-classroom time before or after the students' day or the students' lunch period, and will include at least two (2) periods of at least twenty-five (25) minutes each.

Section 4

Certificated teachers assigned to teach non-elementary regular education or special education classes full-time are entitled to a teacher preparation period (Appendix A-1), prorated for part-time. Librarians, counselors, social workers, therapists, nurses, at-risk coordinators and elementary special education teachers have no designated preparation time. As in the past they, as professionals, will need time during the work week for conferring with parents, pupils and Administration, maintaining records and other such duties.

ARTICLE VI - TEACHING CONDITIONS

Section 1

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are desirable for the instruction of children. The Board will continue its policy of providing necessary attendance books, paper, pencils, pens, and other materials required for daily teaching responsibilities.

Section 2

The Board will continue its policy of providing typing and duplicating facilities in each school for the preparation of instructional materials. The Board shall permit reasonable xeroxing by teachers.

Section 3

- A. The ratio of students to full-time high school counselors shall not exceed 450-1, which is the number designated by the North Central Association.
- B. Equalization of class sizes within a building, including consideration of students with special needs, will be discussed with the classroom teachers involved. Reasonable attempts will be made to equalize class sizes within each building.

Section 4

- A. The Employer agrees that supervisors or noncertificated personnel shall not be used at any time to replace certificated employees regularly employed in the bargaining unit, except in emergencies when bargaining unit employees are not available to do the work assigned. However, this clause shall in no way prevent the Administration from executing its managerial authority within the classrooms of the school system.
- B. No work shall be involuntarily assigned to teachers which is not part of normal teacher responsibilities. Examples of such non-teaching activities would include bus driving, maintenance or custodial work.
- C. No new employee will be hired within a specific subject area of certification unless all present employees who are teaching within that specified subject area are offered such additional employment (or employed full-time).

Section 5

Any case of assault upon a teacher that is job related shall be promptly reported to the Administration. The Administration shall take appropriate action in a timely manner.

Section 6

- A. The Administration will assign staff to certain buildings on a regular basis. It shall maintain the right to place non-teaching professional staff into any buildings where needs or demands may arise. This process shall not be subject to the transfer clauses of this Agreement.
- B. Appropriate work space will be provided in each building (whenever possible) for non-teaching professional staff to work with students. Regular work space shall be provided for each non-teaching professional staff person.

ARTICLE VII - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1

The MAEA shall have the right to use school buildings for meetings under the following terms:

- A. The intended use of the school facilities shall not interfere or conflict unduly with regular school functions. If there is a conflict, the Superintendent makes the final judgment.

- B. Requests for use of school facilities for meetings shall be made to the school principal, Superintendent or designee. This request must be made three (3) days prior to the meeting.
- C. The MAEA and its representatives shall have the right to use the school facilities between 7 a.m. and 10 p.m.
- D. The Association shall be responsible for damages beyond ordinary wear and tear, and for the conduct and discipline of those attending. Fire and safety regulations must be followed at all times.
- E. These meetings cannot be political or religious in nature without Board approval.

Section 2

The Association shall have the right to post national, state, and local educational newsletters, information relating to the programs of the NEA-MEA, and MAEA; and notices pertaining to the MAEA, such as notices of meetings, elections, appointments, and social activities. At least one bulletin board in each school shall be designated by the building principal for this purpose. In addition, the MAEA may use the inter-school mail service and teacher mailboxes for distributing the above materials, upon notification to the building principal. No political matter or advertising of any kind will be so posted or distributed. However, the Association's internal political materials (on the local, state, or national levels) shall be considered allowable. The MAEA shall have the right to use school typewriters and duplicating equipment for preparing such notices, upon first notifying the building principal when the equipment is not otherwise in use. In addition, the MAEA President may use such equipment under the previously outlined provisions in the building in which assigned to teach. The Association shall pay the school cost of all materials and supplies incident to such use.

Section 3

- A. At the beginning of every school year the MAEA shall be credited with a total of twenty (20) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the MAEA as provided herein and unused days to accumulate from year to year during the life of the contract.
- B. The MAEA agrees to notify the Board no less than twenty-four (24) hours in advance of taking such leave. Less than twenty-four (24) hours shall be on the approval of the Superintendent (or designee).
- C. The MAEA further agrees to attempt to limit the requests for any one (1) teacher to insure continuity in the classroom.

- D. The MAEA and the Board will alternate payment of a substitute teacher. The MAEA will indemnify the Board for the even numbered days.

Section 4

The Employer agrees to furnish to the Association available information requested concerning the financial resources of the District together with information which may be necessary for the Association to process any grievance. The Administration shall make available to the MAEA President the packet of information that is provided to members of the Board prior to Board meetings, excluding information that is not required to be disclosed to the public by law. The MAEA President shall pick up this packet of information at the Board of Education offices. The packet shall be made available to the MAEA President at the same time it is provided to Board members.

Section 5

The Superintendent and Association representatives shall have the opportunity to meet at a minimum of once every three (3) months for the purpose of discussing issues of concern to either party.

ARTICLE VIII - AGENCY SHOP; DEDUCTION OF DUES AND SERVICE FEES; PAYROLL DEDUCTIONS; TEACHER CONTRACTS

Section 1 - Agency Shop; Deduction of Dues and Service Fees

- A. Agency Shop. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures, to the extent required by law. The remedies set forth in such policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted all other administrative and judicial procedures shall be barred, to the extent legally permissible.
- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or the Service Fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

E. Termination of Employment. Should the bargaining unit member be legally obligated to pay such Service Fee but fail to pay such fee, and should such involuntary payroll deduction be legally disallowed, the Employer shall, at the written request of the Association, terminate employment of such member (to the extent legally permitted) within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for termination of employment.

F. Termination Procedure. The procedure in all cases of termination of employment for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance, provide at least ten (10) days for compliance, and advise the recipient that a request for termination of employment may be filed with the Board should they fail to comply.
2. If the bargaining unit member fails to comply, the Association may file written charges with the Board requesting termination of the bargaining unit member's employment. A copy of the notice of non-compliance and proof of service shall be attached to such charges.
3. The Board, following receipt of such charges and request for termination, shall conduct a due process hearing on such charges; to the extent such bargaining unit member is protected by the provisions of the Michigan Teachers' Tenure Act all processing shall be in accordance with the Act.
4. In the event of legal compliance at any time prior to termination of employment the charges will be withdrawn.

G. Dues Payroll Deductions. Upon written authorization by a bargaining unit member, or pursuant to paragraph D above, the Employer will deduct the appropriate amount of the dues or Service Fee from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first payroll prepared following receipt of the written authorization from the bargaining unit member, or notification by the Association pursuant to paragraph D, and continuing through the last pay period in June of each year. Money so deducted will be transmitted to the treasurer of the Marquette Area Education Association, or its designee, no later than ten (10) days following each deduction.

- H. Indemnification. The Association shall indemnify the District, the Board, individual school board members, and employees, and hold them harmless, against any and all suits, claims, demands and liabilities, including reasonable attorney fees, that shall arise out of, or by reason of, any action that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the District under any of such provisions, provided such damages have not resulted from the sole negligence, misfeasance or malfeasance of the District or its agents. The Association shall have the right to choose legal counsel to defend any such suit or action, and shall have the right, after consultation with the District, to decide whether to defend any such action, whether to compromise or settle any such action, and whether to appeal a decision of any court or other tribunal regarding such suit or action.

Section 2 - Additional Payroll Deduction

- A. Upon appropriate written authorization from the bargaining unit members, the Employer shall, to the extent permitted by law, deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer provided that there are at least ten (10) employees authorizing such deductions to the particular organization involved.
- B. These deductions shall be made every payday once the authorization is delivered to the business office. Upon authorization individuals on twenty-six (26) pay periods will have deductions continue for the summer with notification to be made no later than May 1. Except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions.

Section 3 - Period of Enrollment

The Association shall present to the Board authorizations for deduction by the second Friday of the school year.

Section 4 - Teacher Contracts

- A. Probationary teachers shall be required to sign an individual contract each year. Tenure teachers shall be required to sign a continuing contract. Any contract offered to a bargaining unit member shall contain the following provision:

This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Employer and the exclusive bargaining representative of teachers and other employees who are members of the teacher bargaining unit employed by the Employer. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article VIII, Professional Dues.

- B. An individual notice shall be sent to each bargaining unit member specifying changes in salary and extracurricular assignments by October 1.

Section 5

The Board shall not be liable for any errors or losses in the administering of this Article.

Section 6

The Board will notify the Association of any changes in the status of an employee as it affects their dues deductions.

ARTICLE IX - DUTIES OF DEPARTMENT OR TEAM CHAIRPERSONS

MARQUETTE MIDDLE AND SENIOR HIGH SCHOOLS

Section 1 - Qualifications and Length of Appointment

- A. The Chairperson is a teacher who has been selected by the members of a particular department by means of an advisory vote provided to the respective principal. In the event the principal does not feel that a candidate is appropriate or suitable, the principal has the full right to reject the individual and request another candidate. In the event that the department members and the principal cannot mutually agree on an appropriate candidate, the principal has the right to make a unilateral decision for the department and the school. For departments with fewer than four (4) teachers, however, serving as chairperson is voluntary.
- B. A chairperson will be elected for a three (3) year term. Terms for all the department chairpersons will be staggered in such a manner so that chairpersons will be alternated every three (3) years in order to provide continuity. Elections will be conducted by April 1 of the academic year so that incoming chairpersons will assume the positions at the beginning of the next academic year.

Section 2

Chairpersons shall be compensated as follows:

<u>Full-Time Teachers in Department</u>	<u>Percent of BA Base</u>
4 - 6	4%
7 - 9	5%
10 - 12	6%
13	7% *

*or a free period at the discretion of the building principal.

Section 3

The duties and responsibilities of the Chairperson will be determined by the building principal. In general, these duties and responsibilities shall include the following:

- A. He shall, under the direction of the principal, coordinate the activities of the department.
- B. He shall:
 1. Represent the department at meetings designated by the building principal.
 2. Chair meetings of teachers of departments.
 3. Assume leadership in seeing that the program of the entire department is advanced and maintained to the highest possible and balanced level and coordinated with other departments.
 4. See that staff members in the department, especially new personnel, receive such assistance and information as will help to do the best possible job.
 5. Plan with teachers of the department: Attendance at appropriate conferences in the light of values to the department, money appropriated for conference attendance, and fair representation, subject to approval of the building principal.
 6. Submit to the principal at the end of the school year a written report of the work and progress of his department, together with suggestions for changes and improvements.
 7. Make recommendations for the adoption of textbooks and for the purchase of equipment and supplies for the department.

8. See that departmental books, equipment and supplies are properly cared for and that a written inventory is maintained.
9. Perform normal teaching duties.
10. Assist in coordinating the work of teacher aides in the department.
11. Assist substitute teachers.
12. Make recommendations on class assignments and work schedules of the teachers in his department.

ARTICLE X - PROFESSIONAL COMPENSATION

Section 1

The salaries for the employees covered by this Agreement are those set forth in Appendix B attached hereto and made a part of this Agreement. Nothing contained in this Agreement shall be construed as a guarantee of pay for a minimum number of hours of work or days of work nor as a limit on the Board's right to schedule work in excess of the normal work day or normal work week.

Section 2

- A. At the beginning of the school year every teacher shall be given a choice of three (3) pay plans as follows:
 1. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year, and each two (2) weeks thereafter.
 2. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year, and each two (2) weeks thereafter, plus one (1) payment due approximately one (1) week after the close of the school year.
 3. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two (2) weeks thereafter, plus six (6) summer payments between June 15 and August 31.
- B. Teachers may have the option of having their paychecks directly deposited into a financial institution of their choice upon notification in writing to the Business Office by October 1. Deposits will be mailed or electronically transferred the same day as other unit members receive their paycheck.

Section 3

- A. Prior to taking graduate hours which are intended for advancement on the salary schedule, the teacher and the Superintendent or his designee will meet to discuss the teacher's professional growth including their advanced degree intentions and course work contemplated. Advancement on the salary schedule will be subject to the following conditions:
1. (a) As long as the graduate program is reasonably related to professional development in the field of education, or district needs, the teacher may choose their own degree program.
 - (b) Once a specific graduate program has been chosen, graduate hours which are requirements for such an advanced degree will be credited toward advancement on the salary schedule.
 2. Graduate hours taken for improvement in the education field will be credited so long as they are reasonably related to professional development or district needs.
 3. Hours will be credited only upon approval by the Superintendent or his designee and must be from an accredited institution. To be credited the teacher must have completed the course satisfactorily (Grade C or better).

Section 4

The Board shall pay the tuition costs for all courses that are mandated by the Board. This does not apply to courses required for continuing certification.

Section 5

- A. Teachers earning approved credits prior to any semester shall be compensated and/or placed in the appropriate category to be effective the semester following the completion of the credits. Notification of additional hours must be made prior to the succeeding semester of that school year. Proof of credits earned must be furnished by transcript within sixty (60) days after the beginning of the semester.
- B. A bargaining unit member shall be placed on the longevity steps (salary steps 14-19-24-28) at the beginning of the semester following the date they have completed their 13th, 18th, 23rd, or 27th year of employment as a teacher or bargaining unit member; e.g., if they complete their year on October 15, they would be placed on the longevity step at the beginning of the second semester.

Section 6

A teacher's daily rate shall be determined by dividing the number of teacher work days into the teacher's salary (Appendix B). The hourly rate will be determined by dividing the daily rate by eight (8) hours per day.

Section 7

- A. All special assignments shall be filled consistent with the vacancy filling provisions of Article XVII except that assignments which do not require certification shall be made on the basis of qualification and experience. If the qualifications and experience are equal, seniority shall prevail under normal circumstances. Final decisions regarding qualifications shall be made by the Superintendent (or designee) in accordance with the definition for qualifications in the Vacancies and Transfers article.
- B. If a teacher will be formally evaluated in connection with a special assignment, they will be advised, prior to such evaluation, of the criteria upon which they will be evaluated.
- C. Special assignments include all assignments listed in Appendix C. Compensation for special assignments not listed in Appendix C shall be negotiated. Such assignment shall not be deemed to grant a person tenure in such position, nor be precedent for employment to such position in future years. A teacher wishing to discontinue an extra-curricular position shall notify the Administration by April 1.

Section 8

The Board shall determine whether bargaining unit employees shall work additional days beyond those set forth in the calendar. In this event employees shall be paid additional compensation for each day worked at their daily rate.

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - With Pay

Seniority shall accrue in this section.

A. Sick Leave

- 1. Full-time employees absent from duty shall be allowed ten (10) days sick leave per year; such days may be accumulated if not used to a maximum of two hundred (200). Employees who have accumulated more than two

hundred (200) days prior to the 1985-86 school year shall be grandparented and shall be able to use those days for sick leave purposes only. Employees working less than full time shall receive prorated sick leave days.

2. Sick leave will be granted for:

- a. personal illness or quarantine
- b. serious illness or death in the immediate family (mother, father, husband, wife, sister, brother, child, grandparents, aunt, uncle, or in-laws).
- c. sick leave will be granted for doctor and dental appointments not to exceed four (4) per year.
- d. an employee who contracts lice, pinkeye, impetigo, or scabies as a result of performing his/her professional duties and is absent from work as a result shall suffer no loss of compensation nor loss of sick leave days.
- e. other reasons approved by the Superintendent.
- f. Bargaining Unit Member Assistance

1. The Employer is concerned for the health and well-being of the individuals in its employment and aware of the new knowledge and concepts that have been developed concerning the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and the Association.

2. Upon request, the Administration shall provide information to bargaining unit members experiencing job-related or personal problems about appropriate outside diagnostic assistance and treatment agencies. A bargaining unit member's involvement will be completely voluntary and confidential.

3. In order to qualify for sick leave the employee may be required to furnish Medical Certification for continued or extended illness of more than three (3) days, where the employee has accumulated five (5) sick leave occurrences during the current school year, or where the Employer has a reasonable basis for believing the employee has given false reasons for an absence.

4. Maternity Sick Leave

- a. Upon a doctor's certification of inability to work, a pregnant employee shall be granted the necessary time for childbirth and recovery. This time shall be certified by the employee's physician. The physician shall also state the date on which the employee shall be able to return to work. This return date shall terminate the maternity sick leave unless otherwise extended by the physician.
- b. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.

5. Maternity Leave Without Accumulated Sick Days. Employees who require a maternity sick leave and do not have enough (or any) accumulated sick days shall be granted unpaid sick time according to the provisions of Section 4 above. These employees will be granted fringe benefits for the month in which their sick leave runs out. In addition, the Employer shall grant one (1) additional month of fringe benefits according to Article XII.

6. It shall be the responsibility of each employee to notify the district as soon as possible as to his unavailability of work due to illness or other cause.

B. Personal Business Leave. Over the life of the contract two (2) days per contract year shall be granted for personal use. During a multi-year contract such days may (subject to scheduling as provided below) be used at any time during the contract term. No more than five (5) such days may be used at any one time. Except, on special request, for observance of recognized religious holidays for the established religion of which the employee is a member, personal leave days will not be approved during a period of two (2) days before or two (2) days after a recess or during the first two (2) weeks or last two (2) weeks of the school year. Not more than ten (10) percent of the bargaining unit employees of any one building may be granted personal leave for any given day. An employee must have the approval of a personal leave day(s) with the Administration at least forty-eight (48) hours in advance. If five (5) days of personal leave days are to be used at any one time, the employee must have approval of such days with the Administration at least ten (10) working days in advance. If the employee does not use such day the employee shall have the following options:

1. To accumulate such days to a maximum of six (6);
2. To have such days added to the employee's accumulated sick leave; or
3. To receive compensation in the amount of \$40 for each day.

Such days shall be prorated for employees working half time or more.

C. Pay The Sub Personal Leave

1. Over the life of the contract one (1) Pay The Sub Personal Leave day per year may be granted for personal use. During a multi-year contract such days may be granted at any time during the contract term. The teacher will indemnify the Board of Education the equivalent of a full day's conventional substitute pay for each day granted.
2. Employees elected to political office may use one (1) of such Pay The Sub Personal Leave days per year for attendance at required political meetings and obligations. So long as they use no more than one normal Pay The Sub Personal Leave day that school year, they may be granted up to an additional three (3) Pay The Sub Personal Leave days during such school year for political meetings and obligations.

D. Special or Discretionary Leave. A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.

E. Sabbatical Leave. After seven (7) consecutive years of employment, a teacher may apply for sabbatical leave as permitted by law. Permission may be granted to no more than one percent (1%) of the teachers each year. One-half of the basic salary will be paid. Teachers shall return to the school district for a minimum of two (2) years following a sabbatical leave. In the event a teacher does not stay in the school district for a minimum of two (2) years, he shall, within two (2) years, repay the Board that part of his sabbatical leave salary after deduction of taxes thereon which the unexpired period of service bears to two (2) years. Fringe benefits shall continue during this leave, but sick leave will not accrue.

F. Leave Which Includes Fringes. A leave of absence of up to one (1) year with fringe benefits paid by the Employer may be granted. The fringe benefits will include the health, dental and life insurance coverage that is provided to full-time employees. An additional year may be granted.

- G. Jury Duty Leave. Teachers will be granted a leave of absence for required performance of jury duty. Upon submission of an appropriate statement from the court of the time served and compensation paid while on jury duty, and payment to the District of such compensation, the teacher will be paid the salary (Appendix B) they would otherwise have been paid by the District.
- H. Witness Leave. Teachers will be granted unpaid leave as may be required for appearance in court when subpoenaed as a witness. For such appearances pursuant to subpoena, however, the teacher may use Pay The Sub Personal Leave, the teacher being paid for such leave reduced by the equivalent of a full day's conventional substitute pay for each day granted, without deduction from the number of Pay The Sub Personal Leave days provided above. Paid Witness Leave will be granted for appearance in court as a witness on behalf of the District (or in any action by a third party, not involving the teacher, which arises out of performance of their teaching duties); upon submission of an appropriate statement from the court of the time served and compensation paid while on witness duty, and payment to the District of such compensation, the teacher will be paid the salary (Appendix B) they would otherwise have been paid by the District. Leave will be without pay in actions between a teacher and the District, or between the Association and the District, unless the teacher is appearing on behalf of the District. (The provisions of Article III Section 2 Step Three Paragraph 3E notwithstanding, the Association may call up to two witnesses, neither of whom may be the grievant, to testify during an arbitration hearing pursuant to this Agreement, without loss of pay, and without the necessity for use of Association Days as provided by Article VII, Section 3.)

Section 2 - Without Pay

Leaves under this section shall not accrue seniority.

A. Child Care Leave

1. A leave of absence without pay or seniority shall be granted to any male or female bargaining unit member for the purpose of child care at the time of birth or at the time of adoption of a pre-school age child. This leave shall be granted for a time period up to one (1) year; it may be extended for one (1) additional year upon the approval of the Superintendent or designee. A bargaining unit member must return from said leave at the beginning of a semester.

2. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.
 3. In the case of child adoption, said leave shall commence upon request of the bargaining unit member when an adoption is confirmed.
 4. Insurance benefits shall remain in effect for the summer months provided the member has completed his contractual year.
- B. Personal or Professional Leave. Personal or professional leave of absence for teachers without pay for good cause shown may be granted for a period of up to one (1) year for personal or professional reasons. The failure to grant a personal or professional leave shall not be the basis for a grievance or subject to the grievance procedure. There shall be no experience or salary credit and accumulated sick leave shall be frozen at the current level; however, seniority shall not accrue. A second year of leave may be granted. If a teacher accepts employment while on personal or professional leave, the teacher will notify the Board of Education immediately. The Board shall have the right to re-evaluate leave.
- C. Political Leave. A teacher may be granted a two (2) year leave of absence for political purposes.
- D. Special or Discretionary Leave. A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.
- E. Unpaid Sick Leave
1. Any employee whose personal illness extends beyond the period compensable as Paid Sick Leave shall be granted a leave of absence without pay for reasons of health, or member assistance as described in Section 1A.2.f., not to exceed one (1) year beyond exhaustion of Paid Sick Leave. Extensions of such leave may be granted by the Board upon written request of the employee. An employee anticipating extended illness may be granted such leave prior to the expiration of accumulated Paid Sick Leave and upon returning from Unpaid Sick Leave will have the unused portion of their Paid Sick Leave reinstated. Fringe benefits to the employee shall continue for up to four (4) months during Unpaid Sick Leave.

2. Upon return from a leave of absence the employee shall at the employee's request be returned to the same position held prior to leave provided a thirty (30) day notice prior to return is given in writing. If such position no longer exists, genuine attempts shall be made to have the teacher placed in a similar position.
 3. Each bargaining unit member may at their discretion use their accumulated sick leave days or freeze those days in order to receive benefits under any compensable benefit program to the extent allowed by the carrier. If the employee does freeze their accumulated sick leave days, the employee shall not be able to reinstate those sick leave days for the remainder of the recuperation period.
- F. Work-Related Injury or Illness. Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days. The Employer shall pay to such bargaining unit member the difference between his salary (Appendix B) with all fringe benefits and benefits received under the Worker's Compensation Act for the duration of such absence. If the teacher is injured while performing an extracurricular activity pursuant to Appendix C, pay will include the Appendix C salary for the balance of their contract for such extracurricular activity.
- G. Exchange Teaching Programs. A leave of absence up to two (2) years may be granted for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to professional responsibilities, provided said teacher states intention to return to the school system. Further extension of such a leave may be granted at the discretion of the Board upon application.
- H. Leave for Study Relating to Professional Responsibilities. A leave of absence of one (1) year may be granted to any teacher for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university upon application wherein the teacher states intent to return to the school system and sets forth requirements and goals to be accomplished or worked toward during such leave. Extension may be granted at the discretion of the Board upon application.
- I. Short-Term Discretionary Leave. Employees may at the discretion of the Superintendent be permitted to take an unpaid leave of absence. Such leave shall not extend over twenty (20) working days.

J. Family and Medical Leave Act (FMLA) Leave. Leave time qualifying for FMLA leave may be designated by the employee and/or the Employer as FMLA leave. The employee may, however, take any leave for which they are otherwise eligible pursuant to this Agreement during such FMLA leave. The Employer may similarly require employees to take paid leave for which they are otherwise eligible during FMLA leave. Medical Certification may be required for such leave and for return from such leave.

Section 3 - Military Leave

Military leave will be in accordance with applicable law, including the Uniform Services Employment and Re-employment Rights Act of 1994, as amended. Upon return from such leave employees shall be placed at the same position on the salary schedule as if he had remained in the school system. The period shall not exceed one (1) enlistment period.

Section 4 - Returning from Leave

Upon return from a leave of absence the employee will be placed in a position based on educational considerations, and the qualifications and seniority of the employee.

Section 5 - Terms and Conditions of Leaves

The MAEA will be notified in writing if the terms and conditions of any leave granted under this Article are different from the contractual terms and conditions provided by this Article. No personal details need to be given.

Section 6 - Notification of Intent to Return

The employee shall notify the Superintendent in writing sixty-five (65) days prior to the end of a leave whether he shall be returning to his position. If the employee fails to do so, the Board shall mail a letter by certified mail, return receipt requested, to the employee at his last address on record with the District notifying him of his failure. Except as may otherwise be required by law, if the employee still fails to so notify the Superintendent within fourteen (14) days after such letter is mailed, the employee shall be deemed to have voluntarily resigned from his employment with the School District, and the School District shall have no further obligations to the employee.

ARTICLE XII - INSURANCE

Section 1 - Health and Hospitalization Insurance

A. The Board agrees to pay the full premium for the MESSA PAK for twelve (12) months provided the individual has completed his contractual year and is employed full-time.

- B. Regular part-time employees (half-time or more) may elect fully Board-paid life insurance, in the amount of Fifteen Thousand (\$15,000.00) Dollars, with AD&D. They may also elect MESSA Super Care 1 (according to family status) so long as they make arrangements with the District to pay their prorated share of the necessary premium. The Board may select the life insurance carrier.
- C. Full-time employees not choosing hospitalization as provided by MESSA PAK Plan A may elect MESSA PAK Plan B, pursuant to the Employer's IRS qualified Section 125 Plan, including the option of \$2,000 per year in cash which may, to the extent permitted by such Plan, be used to purchase additional MESSA optional benefits or annuities from companies acceptable to the Employer.
- D. In the event that a husband and wife are both employed within the District, one spouse shall select Plan A and the other spouse shall be on Plan B. It is understood by the parties that these employees shall not have dual health insurance coverage within the District.
- E. Dental and vision coverage shall include internal and external coordination of benefits (COB) for all bargaining unit members and their eligible dependents as defined by MESSA.

Section 2 - MESSA PAK Plan Summary

Plan A - For employees electing health insurance

MESSA Health	Super Care 1 (includes \$5,000 life with AD&D)
MESSA Negotiated Life	\$40,000 with AD&D
MESSA Vision	VSP-3 PLUS
Delta Dental	90/80/80:\$1,500 with sealants (\$1,000 Maximum Benefits for Class I & II)

Plan B - For employees not electing health insurance

MESSA Negotiated Life	\$45,000 with AD&D
MESSA Vision	VSP-3 PLUS
Delta Dental	90/80/80:\$1,500 with sealants (\$1,000 Maximum Benefits for Class I & II)

Section 3 - National Health Program

In the event a national health program is enacted that would affect the benefits in this agreement or there is a change in the tax status of benefits that would adversely affect bargaining unit members or the District, the parties agree to meet to negotiate over the impact of the change.

Section 4 - Discretionary Fringe Benefit Extension

For an employee who becomes ill or disabled the Board may, in its sole discretion, provide, without cost to the employee, the fringe benefits which they are presently receiving for up to twelve (12) months.

Section 5 - Termination of Benefits

For teachers terminating employment with the School District, all fringe benefits will cease upon termination. Teachers who terminate employment at the end of the school year will have their fringes paid through August; but if the employee notifies the Administration in writing that he has not obtained other employer-paid insurance coverage by that time, the Board shall continue said benefits through September 30.

Section 6 - Open Enrollment

An open enrollment period shall be established each year in September.

Section 7 - Insurance Committee

The parties pledge to work in good faith toward the goal of cost containment in the insurance area. A committee will be formed to study and evaluate insurance benefits and costs. Through quotations from different insurance carriers and other methods deemed reasonable by the committee, comparative benefits and costs will be evaluated, as well as modified benefits and costs.

ARTICLE XIII - ACCUMULATED SICK LEAVE PAYOUT

Section 1

Employees who actually retire under the Michigan Public School Employees Retirement Act, or have become totally disabled, and who have spent a minimum of ten (10) years of full-time service in the Marquette Area Public Schools, will be entitled to pay for accumulated Paid Sick Leave as provided in this Article ("Accumulated Sick Leave Payout"). The terms "totally disabled" and "retired" shall be defined as stated in the State of Michigan General School Laws and

used by the Michigan Public School Employees Retirement Board but, to be eligible for Accumulated Sick Leave Payout, the employee must not only have retired but actually receive retirement benefits within four (4) months after the teacher has retired from the School District.

Section 2

A. Accumulated Sick Leave Payout shall be computed as follows:

One hundred percent (100%) of the unused accumulated sick days up to a maximum of two hundred (200) days as follows:

\$54.00 for each day from 0 to 100
\$67.50 for each day from 101 to 150
\$81.00 for each day from 151 to 200

B. The Accumulated Sick Leave Payout will be made in three payments, each equal to one-third of the total Accumulated Sick Leave Payout, over a period of three years. The first payment will be made in January of the first year following retirement (or disability), with the remaining two payments made in January of each of the following two years.

ARTICLE XIV - MILEAGE

Section 1

When in the course of their work it is necessary that personal automobiles be driven from one building to another, teachers shall be reimbursed for the use of their automobile the maximum IRS Standard Mileage.

Section 2

Administration approved scouting trips for athletics, Administration approved cheerleader trips, and mileage for transporting athletes to Administration approved athletic contests shall be paid at the rates established in Section 1.

ARTICLE XV - SCHOOL CALENDAR

Section 1 A. 1997-98 School Year

180 days of pupil instruction
3 days of teacher professional development
1 day (Evening Parent-Teacher Conferences)
184 total days for teachers

		Student Days	Teacher Days
August 28	Teacher Inservice	0	1
September 2	School Begins - Full Student Day	21	21
October 10	Teacher Inservice	22	23
November 27-28	Thanksgiving Holiday	18	18
December 22- January 2	Winter Holiday	15 20	15 20
February 2	Teacher Inservice		
February 16	February Holiday (Snow Day Make-up)	18	19
March 2	March Holiday (Snow Day Make-up)	21	21
April 6-13	Spring Holiday	16	16
May 25	Memorial Day Holiday	20	20
June 11	Last Day of School (without make-up for inclement weather)	<u>9</u>	<u>9</u>
		180	183
	(Evening Parent Teacher Conferences)		<u>1</u>
			184

B. 1998-99 School Year

180 days of pupil instruction
 3 days of teacher professional development
 1 day (Evening Parent-Teacher Conferences)
 184 total days for teachers

		Student Days	Teacher Days
(specific days to be determined)			
June ____	Last Day of School (without make-up for inclement weather)	—	—
		180	183
	(Evening Parent Teacher Conferences)		<u>1</u>
			184

C. 1999-2000 School Year

180 days of pupil instruction
3 days of teacher professional development
1 day (Evening Parent-Teacher Conferences)
184 total days for teachers

		Student Days	Teacher Days
(specific days to be determined)			
June ____	Last Day of School (without make-up for inclement weather)	—	—
		180	183
	(Evening Parent Teacher Conferences)		<u>1</u>
			184

Section 2

Unless provision has been made in the calendar, or has been otherwise mutually agreed upon, all "Act of God Days" ("snow days") to be made up will be scheduled by extending the school year the necessary days in June. (Currently Act of God Days in excess of two must be made up - see Article XXI, Section 3 - Act of God Days.)

ARTICLE XVI - TEACHER EVALUATION

Section 1

The parties agree that it is the right and duty of the Administration to evaluate teachers. The parties also agree that the purposes of evaluation are to provide information which will recognize levels of teaching performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement. The primary goal of evaluation is the improvement of instruction and teacher performance.

Section 2 - Definition of Terms

- A. A Formal Observation is planned and scheduled with the teacher to be evaluated and includes a pre- and post-conference between the evaluator and the teacher. It will consist of a major portion of a lesson, class period, or instructional component.
- B. Informal observations will consist of unscheduled classroom visitations, school related activities, school related parent and community interactions, and curriculum development.

- C. The Performance Evaluation is the performance evaluation required by the Michigan Teachers' Tenure Act as described below.
- D. Evaluations will be based on Formal Observations and informal observations.
- E. If necessary, an Individualized Development Plan shall be developed by appropriate administrative personnel in consultation with the individual teacher, in compliance with the Tenure Act.

Section 3

- A. Tenured teachers will have a Performance Evaluation at least once every three (3) years. If the teacher receives a less than satisfactory Performance Evaluation, the District will provide the teacher with an Individualized Development Plan in accordance with the Tenure Act. The Performance Evaluation will be based on at least two observations (at least one of which must be a Formal Observation) conducted during the period covered by the evaluation and, if the teacher has an Individualized Development Plan, will include at least an assessment of the teacher's progress in meeting the goals of the Individualized Development Plan.
- B. Probationary teachers employed by the District for at least one (1) full school year will be provided with an Individualized Development Plan and will be provided with at least an annual year-end Performance Evaluation each year. The annual year-end Performance Evaluation will be based on at least two (2) Formal Observations held at least sixty (60) days apart (unless a shorter interval between the two observations is mutually agreed upon by the Teacher and the Administration) and shall include at least an assessment of the Teacher's progress in meeting the goals of the Individualized Development Plan. Such two (2) Formal Observations will normally be conducted by the same individual. Should it be necessary to have a different individual perform the second Formal Observation, and should such observation identify areas in need of improvement different from the first observation, the individual performing such second Formal Observation will also perform an additional Formal Observation (except under extreme and unusual circumstances). The completion dates for formal evaluations, stated below, will be waived as necessary (remaining mindful of the requirements of the Michigan Teachers' Tenure Act).
- C. Teachers shall only be evaluated by a principal, assistant principal, or Central Office administrator. In cases where the teacher may have more than one (1) immediate supervisor the teacher shall be informed within two (2) weeks following

the first day of school each year (or, if a different individual will be conducting a Formal Observation, at least two weeks prior to the observation) of the individual who will be conducting their Formal Observation(s) that year. For non-classroom teachers the Formal Observation report and Performance Evaluation report may be modified as appropriate.

- D. A Formal Observation report (see Appendix D) will be completed by the evaluator after every formal observation.
- E. Within five (5) school days following each Formal Observation the teacher will have a post-observation conference with the evaluator to discuss the observation. If an evaluator believes a teacher is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the teacher's performance. If the evaluator wishes to make recommendations for improvement on the teacher's performance, he will do so at this time. Within fifteen (15) school days following each Formal Observation a written Formal Observation report will be given to the teacher. At the teacher's request a final personal conference will be held within five (5) school days following receipt of the Formal Observation report. Individualized Development Plans will be developed as necessary.
- F. For non-tenured teachers hired for the first day of school, and receiving two or more Formal Observations, the first Formal Observation will normally be completed by November 15 and the second Formal Observation will normally be completed by March 13. Formal Observations will not normally be scheduled, for tenured or probationary teachers, within the last fifteen (15) school days preceding the last scheduled teacher workday of the school year.

Section 4

Teachers who are covered by the Michigan Teachers' Tenure Act whose services are being considered for termination will receive such notice(s), and such procedural protections, as may be required by the Tenure Act. A copy of the charges filed against the teacher will be provided to the Association.

Section 5

A member will have the right to review the contents of all records, excluding initial references, of the District pertaining to said member originating after initial employment, to the extent required by the Bullard-Plawecki Employee Right to Know Act, and to have a representative of the Association accompany him in such review.

Section 6

No material originating after initial employment will be placed in his personnel file unless the member has had an opportunity to review the material. The member may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the member is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Members' comments relative to evaluations or other written material will be included in their personnel file at their request. All recommendations, written or oral, shall be based solely on the contents of the member's personnel file.

Section 7

To the extent permitted by law, a teacher will be given notice within two (2) working days following any written request from an outside party for information contained in the teacher's personnel file.

ARTICLE XVII - VACANCIES AND TRANSFERS

Section 1

- A. 1. A vacancy is defined for purposes of this Agreement as a newly created bargaining unit position, or a bargaining unit position vacant because of retirement, resignation or discharge, that the District determines requires filling (following transfer/reassignment within the building). For purposes of this paragraph, a new employee will not be considered to be "within the building" until the first day they have actually performed work for the District.
2. Vacancies will be posted on a designated bulletin board in each District building, with a copy of such posting provided to the Association. Vacancies will be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for those positions by submitting a written application to the Personnel Office. Seniority shall be a major factor in determining the filling of positions among internal applicants. Unless otherwise required by law, however, internal applicants need not be considered before external applicants. Persons employed to fill temporary vacancies may apply during the posting period for internal applicants.
3. If the most senior internal applicant is not chosen, the Board shall inform the employee and the Association of the reason(s) of nonplacement.

- B. Vacancies occurring after the start of the school year shall be filled on a temporary basis. Unless/until such persons are hired into regular (non-temporary) bargaining unit positions, they have no seniority and are subject to layoff without notice and without any right of recall.

Section 2

During the summer months when regular school is not in session the Employer will post in the personnel office all vacancies as above described and shall forward copies of said vacancies to the President of the MAEA. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis.

Section 3

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer shall be made in writing on or before March 15, if possible, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed annually to assure active consideration by the Board.
- B. A transfer is defined as follows:
1. In elementary, K-5, a change from one building to another or one grade to another including a split-grade assignment. (This does not apply to multi-age grouping.)
 2. In middle school grades 6, 7, and 8, a change from one building to another.
 3. In secondary grades 9, 10, 11, and 12, a change from one building to another or from one certified subject area to another; i.e., from math to English.
- C. If transfer of teachers is necessary:
1. Affected teachers and the Association will be notified as soon as possible and for transfers expected to take effect the following school year, preferably prior to the end of the current school year.
 2. A conference with affected employees shall be held with the employees' principals and/or the Superintendent or his designee. The Association may have a representative present.

3. At such conference reasons for the transfers will be reviewed.
 4. Disposition of the matter shall be made in writing by the principals and/or Superintendent or his designee to all affected parties and the Association.
 5. The following criteria will be used whether the transfer be voluntary or involuntary. Primary consideration shall be given to the following:
 - a. Qualifications of the teachers
 - b. Educational considerations
 1. Best interests of students
 2. Teacher efficiency and overall efficiency of the School District
 3. Where the Administration feels the employee is most qualified to serve
 - c. Seniority in the District
 - d. Seniority in the position
 - e. The preference of the teacher
- D. Definition for qualifications of teachers (as used in this Vacancy And Transfers article and in the Reductions In Staff article) includes, among other matters, consideration of the following (not listed in order of priority):
1. Subjects in which the teacher is certified
 2. North Central Association teacher certification requirements (if applicable)
 3. Subjects currently taught, how long
 4. Subjects previously taught, how long and when
 5. Course work and training in subject area and when
 6. Experience in successfully communicating with, relating to and educating students
 7. Experience with developing positive relationships with fellow workers
 8. Teacher evaluations

Section 4

Whenever an opportunity for a transfer/vacancy arises, the Employer shall post notice of same on a bulletin board in each school building for ten (10) days. Notices of transfer/vacancy shall be sent to the MAEA President during the summer months. In emergencies, the Superintendent may fill the position in less time.

ARTICLE XVIII - REDUCTIONS IN STAFF

Section 1

In the event the Board decides to reduce the number of teachers through layoff of employment or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position(s), the following procedure shall be used:

- A. Probationary teachers shall be laid off first, provided there are tenured teachers certificated and qualified (or on leave of absence or layoff) to replace them.
- B. The order of reduction among tenured teachers shall be according to seniority, academic needs, certification, and qualifications.
 1. Teacher qualifications shall be determined by the Administration in accordance with the definition for qualifications of teachers.
 2. Seniority shall be defined as in Article XIX.
- C. The order of recall shall be in accordance with the criteria listed in "B" above.
- D. The provisions of this layoff procedure will conform with the regulations of the State Tenure Commission.
- E. An employee in the bargaining unit may, without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the employee, shall not be construed to be a waiver of seniority or any other right under the contract including the employee's right to be recalled from such layoff. (Appendix E is the Agreement for the individual employee who wishes to waive his seniority rights.)
- F. Non-teaching employees will be laid off and recalled within their areas of specialization in a manner similar to that for teaching employees, but based upon academic and non-academic needs of the District as well as certification and

qualifications for the position. For such non-teaching employees who would be laid off, but are tenured teachers and have previously taught in the bargaining unit, layoff and recall from teaching positions will be as otherwise provided for tenured teachers. (See subsections B and C above.)

Section 2

In the event of a reduction in personnel the Administration shall make genuine efforts to notify the affected employee(s) of such proposed action before the action is taken by the Board in a public meeting. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all nontenured teachers and shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any tenured teacher's individual employment contract or under the collective bargaining Agreement.

Section 3

The Board shall give written notice of recall from any layoff by sending a registered or certified letter or telegram to said teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the teacher. If the teacher fails to respond within ten (10) days from the date of receipt of the recall and unless an extension is granted in writing by the Board, such teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

Section 4

A laid off bargaining unit member shall receive full fringe benefits (i.e., dental, life, and health insurance coverage) through August 31 after completing a full academic year. After that time insurance may be continued at the expense of the employee in accordance with law (COBRA).

Section 5

- A. Reduction of Hours. If the reduction of teaching hours is necessary, the least senior teacher within a specific area of certification shall have his hours reduced to ensure full-time employment for the remaining senior teachers within that area unless classes in different buildings cannot be scheduled.
- B. A special contract waiver between the Board and the Association shall be agreed upon in the event that a present employee does not want to be employed on a full-time basis. Such a waiver shall not establish a precedent and cannot be relied upon as past practice.

ARTICLE XIX - SENIORITY

Section 1

- A. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first date of work as a bargaining unit member within the Marquette Area Public Schools (and as previously agreed to with Marquette Township teachers). An employee must be or have been a member of the bargaining unit in order to accrue seniority in the bargaining unit. An employee working part-time in a bargaining unit position will accrue prorated seniority based upon such bargaining unit work. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained when transferring out of the bargaining unit. Neither layoff nor the taking of approved leave as provided under this Agreement shall constitute a break in service. Seniority will not accumulate during layoffs or leaves except those provided for in Article XI (Leaves of Absence).
- B. As provided in Article XVII (Vacancies and Transfers), teachers employed to fill temporary vacancies, upon completion of sixty (60) continuous school days of employment in the same assignment, are entitled to leave time and other privileges granted to regular teachers, including pay at the BA base salary, for the duration of that assignment (in accordance with MCLA 380.1236), but have no seniority and are subject to layoff without notice and without any right of recall. If such temporary teachers are subsequently granted tenure, without a break in service, their seniority will date from the sixty-first (61st) continuous school day of employment in such temporary assignment. If such temporary teachers are employed 150 days or more during a legal school year of not less than 180 days, they shall, during the balance of that school year or during the next succeeding legal school year only, be given the first opportunity to accept or reject a contract for which they are certified, after all other teachers of the District are re-employed in conformance with the terms of this Agreement.
- C. The probationary period for bargaining unit employees not covered by the Michigan Teachers' Tenure Act is the same as for those covered by the Act, including extension at the discretion of the School Board.

Section 2

An accurate seniority list will be provided to the MAEA by October 30 of each school year. The seniority list shall be published with notation of the certifications/endorsements then

on file with the Employer of each bargaining unit member. Copies will be posted in each building and provided to the Association. The MAEA and the teachers shall notify the Personnel Manager, with a copy to the Superintendent (or designee), of any errors in the seniority list thirty (30) days after the list is provided. After the end of this thirty (30) day period, the seniority list as corrected shall be deemed accurate and shall govern until the following school year. (In the event of midyear layoff, however, or other situations where relative seniority is a factor, the seniority list may be updated to reflect any relevant seniority changes between the date of the list and the date of such layoff.) Following the thirty (30) day review period, the seniority list as corrected may be conclusively relied upon by the Employer as accurate as of the date of the list for purposes of preparation of any future seniority lists; revisions to future lists will be based only upon seniority accrued following the date of the prior list.

Section 3

The seniority list shall be in rank order of the bargaining unit members' first date of work as set forth in preceding section. A lottery will be conducted for all new employees with the same first day of work to determine their place on the seniority list. The notice of the drawing including date, place, and time will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the MAEA or his designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

Section 4

There shall be one (1) seniority list, and all individuals accreted to the bargaining unit shall be incorporated at their appropriate level into the present seniority list.

Section 5

Administrators and other non-bargaining unit members, who work part-time in bargaining unit positions, shall accrue no bargaining unit seniority. Previously accumulated seniority is retained, however, and may be used if they return to the bargaining unit. Nothing herein shall be construed as prohibiting administrators and others from continuing as part-time teachers.

ARTICLE XX - MENTOR

Section 1

Selection of mentor teachers, and the mentor process, will be in accordance with District policies and procedures, and state law. No more than two (2) mentee teachers will be assigned to one mentor teacher during the same school year. Mentor teachers will not be responsible for evaluation of mentee teachers.

Section 2

Mentor teachers will be paid an annual stipend of one (1%) percent of the BA Base for each mentee teacher assigned to them for the school year (prorated for less than a full school year). Payment will be in two equal installments, the first installment to be paid on the last pay period of the first semester of the school year and the second installment to be paid on the pay period following the end of the school year. Payment will be by separate check.

Section 3

Mentor teachers shall attend training classes, workshops and/or other activities for mentor training (whether or not credit is offered which may lead to advancement on the salary schedule) at the discretion of the administration. The District will reimburse the mentor teacher for fees associated with such training.

Section 4

Mentor teachers will be allowed two (2) days per school year for release time to meet with mentees to perform the functions of a mentor.

Section 5

Subject to a satisfactory mentor performance review, the mentor teacher will be allowed one (1) Mentor Incentive Day for each assigned mentee teacher each school year (not to exceed two days per year). Mentor Incentive Days will be subject to the same terms and conditions as Personal Business Leave.

ARTICLE XXI - MISCELLANEOUS CLAUSE

Section 1

The Board will furnish one (1) copy of the Master Agreement to all teachers and five (5) copies to the MEA. New teachers will be provided a copy at the time of hire.

Section 2

It is the continuing policy of the Employer and the Association that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement, including seniority, may be waived, upon mutual consent of the Administration and the Association, to the extent necessary for compliance with state and federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments, and to permit modified work schedules or duties for employees with physical/ mental disability.

Section 3 - Act of God Days

- A. When schools do not open to children due to inclement weather, teachers are not expected to report for duty. When schools are closed due to inclement weather, teachers are not expected to remain on duty for more than one (1) hour after students are dismissed unless it is agreed by the parties that teachers should remain for the balance of the regular work day. If school is not open for the day, such information will be disseminated through the local news media.
- B. "Act of God Days" (scheduled days of student instruction which are not held because of conditions not within the control of the school authorities) will be rescheduled as provided in Article XV - School Calendar, Section 2. Currently Act of God Days in excess of two (2) must be made up. If state law changes pertaining to Act of God Days (either to permit a greater number of Act of God Days or to require that one or both of the current days must be made up to avoid loss of school aid, or other penalty to the District) the District and the MAEA will meet and discuss such change. If the parties are unable to agree concerning changes in scheduling, or other changes as a result of such change in the law, the District may continue/implement its proposed scheduling or other changes for the remainder of the term of this Agreement but such matters will, to the extent permitted by law, be considered appropriate for collective bargaining during subsequent contract negotiations.
- C. If school is cancelled after a teacher's normal reporting time for work and the day cannot be counted as a session according to state law, the teacher will be compensated one-half (1/2) his daily rate of pay.

Section 4

- A. The Board and the MAEA shall establish committees, known as Curriculum Committees, for health, science, social studies, literature, math and other curriculum subjects as needed.

The purpose of such committees shall be to recommend policies affecting the nature and design of the instructional program of the district relative to the specific Curriculum Committee. As part of the responsibilities, the Committees shall:

1. Evaluate and plan curriculum;
 2. Review and recommend policies concerning all testing programs and instructional management systems; and
 3. Recommend other policies relating to the District's instructional program and curriculum.
 4. The appropriate Curriculum Committee for the subject may review and make recommendations on proposed pilot, experimental and/or innovative programs.
- B. Changes in existing instructional programs and proposed new instructional programs must be reviewed by the Curriculum Committee for the particular subject. The Committee recommendation (whether positive or negative) will be made to the Administration, and to the Board Curriculum Committee, prior to Board adoption or implementation. The decision on curriculum matters shall be made by the Board.
- C. MAEA and Administration membership on the Curriculum Committees will be determined according to past practice.
- D. The Committees will meet as determined by the membership of each Committee.

Section 5

Individual non-teaching professional personnel shall work with each individual case/referral in accordance with accepted practices or methods, of his discipline. Such methods shall be subject to the approval of their immediate supervisor.

Section 6

- A. Medical Certification as used in this Agreement means verification by a duly licensed physician, or other medical personnel acceptable to the Employer, that they performed a Medical Examination of the employee (or family member) and that the employee has the medical ability to perform their work, or that they found demonstrative symptoms substantiating the employee's inability to perform their work or otherwise substantiating the medical opinion given. The Medical Certification must include the physician's diagnosis and, for family members, the need for the employee's absence from work. Any requirement in this

Agreement for Medical Certification includes medical recertification(s) whenever reasonably required by the Employer. Medical Certification(s) will (unless otherwise specifically provided) be at the employee's expense, and will be retained in the employee's confidential medical file.

- B. Medical Examination(s) as used in this Agreement means physical and psychiatric/psychological examinations to establish or reestablish the employee's fitness, or inability, to perform their work.
- C. 1. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform his/her duties, the Employer may require the employee to undergo a Medical Examination in accordance with the provisions contained herein.
2. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform his/her duties.
3. The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.
4. The doctor shall provide the Employer with his/her conclusion regarding whether or not the employee is able to perform his/her duties, as well as any finding of any medical or psychological condition which is related to the employee's ability to perform his/her duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform his/her duties.
5. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense.
6. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion. The third doctor shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor.
7. The employee shall not lose pay or sick leave for work time lost during testing.

8. The employee shall receive a complete copy of all doctor's reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to provide the Employer with copies of the doctor's reports and findings, except for the information that is required to be provided under section 4 above.
9. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.
10. This provision is not intended to restrict any of the Employer's legal rights, including rights pursuant to Michigan's Workers' Compensation Laws.

ARTICLE XXII - PARENT-TEACHER CONFERENCES

Section 1

Kindergarten and Young Five teachers will have three (3) full-day conferences and one (1) evening conference during the fall semester. Kindergarten and Young Five teachers will also have two (2) full-day conferences and one (1) evening conference during the spring semester. Substitute teachers will be provided to teach kindergarten and Young Five classes during the conferences.

Section 2

Teachers of grades 1 through 5 will have three (3) half-day conferences and one (1) evening conference during the fall semester. Teachers of grades 1 through 5 will also have two (2) half-day conferences and one (1) evening conference during the spring semester.

Section 3

Middle school teachers will have two (2) afternoon conferences and one (1) evening conference during the fall semester; they will also have one (1) half-day conference and one (1) evening conference during the spring semester.

Section 4

High School teachers will have one (1) afternoon conference during both fall and spring semesters; they will also have two (2) evening conferences during the fall semester and one (1) evening conference during the spring semester.

Section 5

For half-day conferences, dismissal will be at such times as will permit a half-day for the conference.

Section 6

With the approval of the majority of teachers within a school building, the conference times for that school may be altered provided the total count of conference time is unchanged and the conferences are confined to the teachers' workday. (For example, spring/fall and half-day/evening conferences could be exchanged or teachers/administrators at the building could agree to provide additional time off during the day to permit an additional evening conference.)

Section 7

Teachers are responsible for keeping parents informed concerning their student's progress. Teachers will schedule conferences with parents, if necessary, but the time for scheduling of particular parents will be at the discretion of the classroom teacher provided they give due consideration to the parent(s) availability. If the teacher determines that a scheduled conference is unnecessary, parents will be notified in writing of the conference schedule and given the opportunity to request a conference if they so desire.

ARTICLE XXIII - SPECIAL EDUCATION PLACEMENTS

Section 1

- A. The superintendent (or designee) shall appoint participants to an individualized educational planning committee and shall invite the parents to be participants.
- B. Participants in the individualized educational planning committee shall, at a minimum, include both of the following:
 1. A representative of the District, other than the student's teacher, who is qualified to provide, or supervise the provision of, special education.
 2. The student's teacher or a teacher appropriate for the student's age and ability if the student is not previously enrolled by the school District. If the student is enrolled in general education, at least 1 of the participants shall be a general full-time teacher to whom the student is assigned.
- C. The superintendent (or designee) shall give consideration to the appointment to the IEPC of professional ancillary and other related services personnel.

Section 2

The parties recognize the extent to which a special education student can participate in general education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the general education personnel responsible for instructing the special education student. Accordingly, the Employer shall:

- A. Provide in-service training or consultation to general education personnel regarding the instruction and behavioral management of special education students in the general education classroom setting. A variety of such programs will be provided, the subjects to include the differing approaches, problems and techniques to be utilized with varying disabling conditions, to be mutually agreed upon by the Employer and the Association. Such in-service training or consultation shall be expedited for any general education personnel who shall be asked to provide or supervise instructional services to any special education students.
- B. Provide compensatory leave time for members who are required to participate in an IEPC (or MET or STAT meeting) before or after the Teacher Day (Appendix A-2) for more than thirty (30) minutes. (If required to participate for more than 30 minutes, compensatory time is measured from the start/end of the Teacher Day). For every four (4) full hours accumulated during one school year, the teacher may use one-half ($\frac{1}{2}$) day of such accumulated compensatory leave time. (One-half day for this section is considered as the part of the school day either before or after the individual teacher's lunch.) Except for compensatory time accumulated after May 1, accumulated compensatory leave time not used by the end of the school year will not be carried over to the following year. The teacher will be responsible for recording such overtime and shall have such time verified after each IEPC by the building administrator. The administrator shall initial the documentation which is kept by the teacher.
- C. Comply with IEP requirements for ancillary services as identified in the Michigan Administrative Rules for Special Education, including paraprofessional and other such personnel identified in a student's IEP necessary to implement the IEP for each special education student in the District.
- D. Provide such supplementary aids and equipment identified in District IEP's as necessary to implement the IEP for each special education student in the District.

Section 3

The Employer agrees that in implementing the least-restrictive environment mandate, reasonable attempts will be made to evenly distribute such students throughout the District in accordance with the Board's normal attendance area policy.

Section 4

The Board and the Association agree that the teacher and the District will endeavor to provide the best education possible to the special education student. It is recognized by both parties that achieving the growth projections in a student's annual goals and objectives which are established by the IEPC may not be accomplished in each instance. However, it is the intention of both parties to faithfully attempt to achieve these goals.

ARTICLE XXIV - WHITTLE COMMUNICATIONS

Section 1

Unless otherwise mutually agreed the Whittle Communications program will not increase the length of the school day or add to the teaching time for bargaining unit members beyond that otherwise provided in this Agreement.

Section 2

Teachers will not be expected to include information from the Whittle Channel in class content. It is hoped, however, that teachers will make use of any pertinent information provided by the Whittle Communications network that is applicable to their individual subject content area.

ARTICLE XXV - UPPER GREAT LAKES EDUCATIONAL TECHNOLOGIES INCORPORATED (UGLETI)

Teaching of a course via the distance learning system (originating district) will be on a voluntary basis.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1997, and shall continue in effect until the 30th day of June, 2000.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 28th day of April, 1997.

MARQUETTE AREA EDUCATION ASSOCIATION

By James H. Witting
MAEA President

By Richard Burns
UPEA Representative

By Dandra VanderVeen-Granquist
MEA Uniserv

MARQUETTE AREA PUBLIC SCHOOLS

By William F. Bergin
Superintendent

By [Signature]
Board Secretary

By Don E. Radwan
Board President

APPENDIX A-1

TEACHER INSTRUCTION MAXIMUMS PER DAY FOR FULL-TIME TEACHERS

<u>High School</u>	6 hours and 15 minutes (5 teaching periods)
<u>Middle Schools</u>	6 hours and 15 minutes (1 prep minimum)
<u>Elementary Schools</u>	6 hours and 15 minutes (to the extent recognized by State Pupil Accounting regulations, includes recess and specials)

APPENDIX A-2

LENGTH OF TEACHER DAY FOR FULL-TIME TEACHERS

(Including Lunch and Non-Classroom Time)

High School 7 hours and 35 minutes
(includes non-
teaching professionals)

Middle Schools 7 hours and 35 minutes

Elementary Schools 7 hours and 35 minutes

APPENDIX B-1

MARQUETTE AREA PUBLIC SCHOOLS

INDEX

<u>Step</u> *	<u>BA</u>	<u>BA+18</u>	<u>MA or BA+40</u>	<u>MA+20</u>	<u>MSW MA+40</u>
1	1.000	1.050	1.100	1.150	1.250
2	1.050	1.100	1.150	1.200	1.300
3	1.100	1.150	1.200	1.250	1.350
4	1.150	1.200	1.250	1.300	1.400
5	1.200	1.250	1.300	1.350	1.450
6	1.250	1.300	1.350	1.400	1.500
7	1.300	1.350	1.400	1.450	1.550
8	1.350	1.400	1.450	1.500	1.600
9	1.400	1.450	1.500	1.550	1.650
10	1.450	1.500	1.550	1.600	1.700
11	1.500	1.550	1.600	1.650	1.750
12	1.550	1.600	1.650	1.700	1.800
13	1.600	1.650	1.700	1.750	1.850
14	1.685	1.735	1.785	1.835	1.935
19	1.776	1.826	1.876	1.926	2.026
24	1.861	1.911	1.961	2.011	2.111
28	1.946	1.996	2.046	2.096	2.196

APPENDIX B-2

MARQUETTE AREA PUBLIC SCHOOLS

(1) 1997-98 SALARY SCHEDULE

<u>Step</u> *	<u>BA</u>	<u>BA+18</u>	<u>MA or BA+40</u>	<u>MA+20</u>	<u>MSW or MA+40</u>
1	\$25,793	\$27,083	\$28,372	\$29,662	\$32,241
2	\$27,083	\$28,372	\$29,662	\$30,952	\$33,531
3	\$28,372	\$29,662	\$30,952	\$32,241	\$34,821
4	\$29,662	\$30,952	\$32,241	\$33,531	\$36,110
5	\$30,952	\$32,241	\$33,531	\$34,821	\$37,400
6	\$32,241	\$33,531	\$34,821	\$36,110	\$38,690
7	\$33,531	\$34,821	\$36,110	\$37,400	\$39,979
8	\$34,821	\$36,110	\$37,400	\$38,690	\$41,269
9	\$36,110	\$37,400	\$38,690	\$39,979	\$42,558
10	\$37,400	\$38,690	\$39,979	\$41,269	\$43,848
11	\$38,690	\$39,979	\$41,269	\$42,558	\$45,138
12	\$39,979	\$41,269	\$42,558	\$43,848	\$46,427
13	\$41,269	\$42,558	\$43,848	\$45,138	\$47,717
14	\$43,461	\$44,751	\$46,041	\$47,330	\$49,909
19	\$45,808	\$47,098	\$48,388	\$49,677	\$52,257
24	\$48,001	\$49,290	\$50,580	\$51,870	\$54,449
28	\$50,193	\$51,483	\$52,772	\$54,062	\$56,641

* Steps 1 through 13 are based on full years of continuous service within the bargaining unit (prorated for less than full years) as of September 1, 1997. Steps 14 through 28 are based on full years of continuous service within the bargaining unit as of September 1, 1997 for the first semester, and as of the start of the 1998 Spring semester for the second semester. (For example, a teacher with 12.5 prorated years of service as of September 1 would be paid a rate halfway between Steps 13 and 14 at the start of the year. If they complete their 13th full year by the start of the following Spring semester, they would receive the Step 14 salary for the second semester. They would then remain at the Step 14 salary level until they complete 18 full years of continuous service within the bargaining unit, the teacher being paid the Step 19 salary commencing September 1, or at the start of the Spring semester, following their completion of 18 full years of service.)

APPENDIX B-2

MARQUETTE AREA PUBLIC SCHOOLS

(2) 1998-99 SALARY SCHEDULE

<u>Step</u> *	<u>BA</u>	<u>BA+18</u>	<u>MA or BA+40</u>	<u>MA+20</u>	<u>MSW or MA+40</u>
1	\$26,309	\$27,624	\$28,940	\$30,255	\$32,886
2	\$27,624	\$28,940	\$30,255	\$31,571	\$34,202
3	\$28,940	\$30,255	\$31,571	\$32,886	\$35,517
4	\$30,255	\$31,571	\$32,886	\$34,202	\$36,833
5	\$31,571	\$32,886	\$34,202	\$35,517	\$38,148
6	\$32,886	\$34,202	\$35,517	\$36,833	\$39,464
7	\$34,202	\$35,517	\$36,833	\$38,148	\$40,779
8	\$35,517	\$36,833	\$38,148	\$39,464	\$42,094
9	\$36,833	\$38,148	\$39,464	\$40,779	\$43,410
10	\$38,148	\$39,464	\$40,779	\$42,094	\$44,725
11	\$39,464	\$40,779	\$42,094	\$43,410	\$46,041
12	\$40,779	\$42,094	\$43,410	\$44,725	\$47,356
13	\$42,094	\$43,410	\$44,725	\$46,041	\$48,672
14	\$44,331	\$45,646	\$46,962	\$48,277	\$50,908
19	\$46,725	\$48,040	\$49,356	\$50,671	\$53,302
24	\$48,961	\$50,276	\$51,592	\$52,907	\$55,538
28	\$51,197	\$52,513	\$53,828	\$55,144	\$57,775

* Steps 1 through 13 are based on full years of continuous service within the bargaining unit (prorated for less than full years) as of September 1, 1998. Steps 14 through 28 are based on full years of continuous service within the bargaining unit as of September 1, 1998 for the first semester, and as of the start of the 1999 Spring semester for the second semester. (For example, a teacher with 12.5 prorated years of service as of September 1 would be paid a rate halfway between Steps 13 and 14 at the start of the year. If they complete their 13th full year by the start of the following Spring semester, they would receive the Step 14 salary for the second semester. They would then remain at the Step 14 salary level until they complete 18 full years of continuous service within the bargaining unit, the teacher being paid the Step 19 salary commencing September 1, or at the start of the Spring semester, following their completion of 18 full years of service.)

APPENDIX B-2

MARQUETTE AREA PUBLIC SCHOOLS

(3) 1999-2000 SALARY SCHEDULE

<u>Step *</u>	<u>BA</u>	<u>BA+18</u>	<u>MA or BA+40</u>	<u>MA+20</u>	<u>MSW or MA+40</u>
1	\$26,835	\$28,177	\$29,519	\$30,860	\$33,544
2	\$28,177	\$29,519	\$30,860	\$32,202	\$34,886
3	\$29,519	\$30,860	\$32,202	\$33,544	\$36,227
4	\$30,860	\$32,202	\$33,544	\$34,886	\$37,569
5	\$32,202	\$33,544	\$34,886	\$36,227	\$38,911
6	\$33,544	\$34,886	\$36,227	\$37,569	\$40,253
7	\$34,886	\$36,227	\$37,569	\$38,911	\$41,594
8	\$36,227	\$37,569	\$38,911	\$40,253	\$42,936
9	\$37,569	\$38,911	\$40,253	\$41,594	\$44,278
10	\$38,911	\$40,253	\$41,594	\$42,936	\$45,620
11	\$40,253	\$41,594	\$42,936	\$44,278	\$46,961
12	\$41,594	\$42,936	\$44,278	\$45,620	\$48,303
13	\$42,936	\$44,278	\$45,620	\$46,961	\$49,645
14	\$45,217	\$46,559	\$47,900	\$49,242	\$51,926
19	\$47,659	\$49,001	\$50,342	\$51,684	\$54,368
24	\$49,940	\$51,282	\$52,623	\$53,965	\$56,649
28	\$52,221	\$53,563	\$54,904	\$56,246	\$58,930

* Steps 1 through 13 are based on full years of continuous service within the bargaining unit (prorated for less than full years) as of September 1, 1999. Steps 14 through 28 are based on full years of continuous service within the bargaining unit as of September 1, 1999 for the first semester, and as of the start of the 2000 Spring semester for the second semester. (For example, a teacher with 12.5 prorated years of service as of September 1 would be paid a rate halfway between Steps 13 and 14 at the start of the year. If they complete their 13th full year by the start of the following Spring semester, they would receive the Step 14 salary for the second semester. They would then remain at the Step 14 salary level until they complete 18 full years of continuous service within the bargaining unit, the teacher being paid the Step 19 salary commencing September 1, or at the start of the Spring semester, following their completion of 18 full years of service.)

APPENDIX C

EXTRACURRICULAR SALARIES

The following percentages are based on the salary at the applicable step of the BA track (up to 12 years, Step 12). The step for payment is based on the individual's full years of experience in the particular activity and grouping for the Marquette Area Public Schools as of September 1, 1997 for the 1997-98 school year, as of September 1, 1998 for the 1998-99 school year and as of September 1, 1999 for the 1999-2000 school year. (Example: First year in activity, applicable percent of BA Step 1; second year of experience in activity, applicable percent of BA Step 2, etc. Under THE HIGH SCHOOL "Basketball" grouping, years as Boys Varsity, Girls Varsity, Boys Junior Varsity, Girls Junior Varsity, Boys Freshman and Girls Freshman coach would all be counted for any of the other coach positions in that grouping; years coaching in another grouping such as Other Sports, INTRAMURALS or INTERSCHOLASTICS, would not, however, be counted as years for coaching positions under the Basketball grouping.)

HIGH SCHOOL

Football

Varsity Head	10.5%
Varsity Assistant	7.5
Junior Varsity Head	7.5
Junior Varsity Assistant	6.5
Freshman Head	6.5
Freshman Assistant	6.5

Basketball

Boys Varsity	10.5
Girls Varsity	10.5
Boys Junior Varsity	7.5
Girls Junior Varsity	7.5
Boys Freshman	6.5
Girls Freshman	6.5

Hockey

Head	10.5
Assistant	7.5

Track

Boys Head	7.5
Girls Head	7.5
Boys Assistant	6.5
Girls Assistant	6.5

Other Sports

Competitive Cheer Head	5.0
Cross Country	6.0
Cross Country Assistant	4.0

Golf Head	4.5
Swimming Head	6.0
Swimming Assistant	4.0
Skiing Head	5.5
Skiing Assistant	4.0
Boys Wrestling Head	8.0
Boys Wrestling Assistant	6.0
Girls Gymnastics Head	6.0
Girls Gymnastics Assistant	4.0
Boys Tennis Head	5.0
Boys Tennis Assistant	3.0
Girls Tennis Head	5.0
Girls Tennis Assistant	3.0
Girls Volleyball Head	8.0
Girls Volleyball Assistant	6.0
<u>Other Athletic Related</u>	
Boys Intramural Basketball	5.0
Girls Intramural Basketball	1.5
Non-Competitive Cheer Advisor	5.0
Weight Training	3.5
Dance Team	2.0
Fall Ticket Manager	2.0
Winter Ticket Manager	4.0
<u>Other Extra Duties</u>	
Audio Visual Director	1.5
Band Director	9.0
Assistant Band Director	2.0
BPA Advisor	3.0
Cheerleader Advisor	4.5
Choral	2.5
Dramatics	5.0
Forensics	5.0
Forensics Assistant	2.0
High School Bowl	2.0
Musical	4.25
National Honor Society	1.5
Newspaper	1.5
Odyssey of the Mind	2.0
Orchestra	2.5
Science Olympiad	2.0
Senior Class Speaker Advisor	1.0
Student Council	4.0
Yearbook	6.0
<u>Class Advisors</u>	
Freshman	2.0
Sophomore	2.0
Junior	4.0
Senior	2.0

INTRAMURALS

6th Grade Girls Basketball	2.5
6th Grade Boys Basketball	2.5
6th Grade Girls Track	2.0
6th Grade Boys Track	2.0
6th Grade Referees (2 schools)	1.0
Middle School Wrestling	2.5

INTERSCHOLASTICS

Middle School 7th Grade Girls Basketball	3.5
Middle School 7th Grade Boys Basketball	3.5
Middle School 8th Grade Girls Basketball	3.5
Middle School 8th Grade Boys Basketball	3.5
Middle School Track Head	3.5
Middle School Track Assistant	3.0

OTHER MIDDLE SCHOOL DUTIES

Forensics Coach	2.0
Talent Show	1.0
Lockers	2.25
National Junior Honor Society	.75
Odyssey of the Mind	2.0
Science Olympiad	2.0
Student Council	2.25
Yearbook	1.5

ELEMENTARY SCHOOLS

Extracurricular Activity Approved by Principal at Elementary Schools	1.0
Elementary Curriculum and AV Materials	1.0
Science Coordinator	1.5

ALL SCHOOLS

Building Technology Coordinators	4.0
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DRIVER EDUCATION

Coordinators	7.0
Instructors	\$16.35/hour

APPENDIX D-1

FORMAL OBSERVATION REPORT

Narrative

Unit Member Name _____ School _____

Date of Observation _____ Date of Post Conference _____
(within 5 days of Observation)

Date of Report _____
(within 15 days of Observation)

I. OBSERVATIONS:

FORMAL OBSERVATION REPORT Continued - 2

II. OVERALL STRENGTHS:

III. RECOMMENDATIONS FOR IMPROVEMENT (if appropriate):

APPENDIX D-2

PERFORMANCE EVALUATION REPORT

Unit member name _____ Date _____
(to be completed annually for probationary teachers and in the final year of the evaluation cycle for tenured teachers)

School _____

Evaluation Period Covered: School Years _____ through _____

GRADING KEY S = Satisfactory
 N = Needs Improvement
 U = Unsatisfactory

I. THE TEACHING ACT AS RELATED TO 3EI PRINCIPLES

- A. Justifies selection of learning content _____
- B. Plans appropriate instructional objectives _____
- C. Teaches to objectives _____
- D. Communicates effectively with students _____
- E. Monitors, adjusts, varies techniques _____
- F. Allows for individual differences _____
- G. Effectively uses a variety of materials _____
- H. Provides specific evaluation feedback _____

II. CLASS MANAGEMENT

- A. Organizes educational setting skillfully _____
- B. Shows efficient personal organization _____
- C. Establishes and maintains discipline _____

III. INTERPERSONAL SKILLS

- A. Communicates effectively with parents _____
- B. Communicates effectively with students _____
- C. Communicates effectively with school district personnel _____

APPENDIX E

INDIVIDUAL AGREEMENT

The undersigned employee hereby agrees to waive his seniority for purposes of the Marquette Public Schools impending institution of a layoff under the Master Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Master Agreement, including recall rights and other contractual privileges or benefits conferred under this Agreement. This waiver pertains solely to the order in which said employee might be laid off during the period of this Master Agreement.

Signature _____
(Employee)

Signature _____
(Association Representative)

Signature _____
(School District)

Date _____

LETTER OF UNDERSTANDING

(1997 Negotiations)

Re: Labor Agreement entered into as of July 1, 1997 between the "District", the Board of Education of the Marquette Area Public Schools, and the "Association", the Marquette Area Education Association, the Upper Peninsula Education Association and the Michigan Education Association.

It is hereby mutually understood and agreed:

1. Article X, Section 6 - Waiver:

Teachers may be hired to supervise the Computer Lab after school at a rate of \$10.00 per hour.

2. Article XII - Insurance Deductible:

For the Super Care 1 insurance provided in MESSA PAK Plan A, the District has agreed to reimburse employees for the \$100 family/\$50 individual deductible. At the end of each semester (or when the employee has incurred the entire deductible, if earlier) the employee may submit paid receipts to the District establishing payment of sums toward the deductible. The District will reimburse the employee for such amounts, up to the applicable deductibles, within two (2) weeks following receipt of such proof of payment of deductible.

3. Article XII - Insurance Personalized:

So long as M. Kathy Johnson continues to work at least half-time pursuant to the above referenced Labor Agreement, and does not elect health insurance, she will continue to receive a prorated tax sheltered annuity and may elect MESSA Pak Plan B (provided she pays the prorated premium for the Pak). If she does not elect the Pak (which includes life insurance) she will receive the Fifteen Thousand (\$15,000.00) Dollar Board-paid life insurance otherwise provided for regular part-time employees by Article XII, Section 1B.

4. Article XIII (Prior Terminal Leave Pay):

A. Prior to July 1, 1997, Article XIII of the collective bargaining agreement provided Terminal Leave Pay as follows (the "Prior Terminal Leave Plan"):

Section 2

A. Terminal pay shall be computed as follows:

One hundred percent (100%) of the unused accumulated sick days up to a maximum of two hundred (200) days as follows:

\$20.00 for each day from 0 to 100
\$22.50 for each day from 101 to 150
\$27.50 for each day from 151 to 200

B. For those employees who voluntarily retire only (as distinguished from those who become disabled or terminate employment for any other reason) the District shall pay terminal leave pay as computed above each year prior to the recipient's 62nd birthday (payment to be made on or before February 1). An employee retiring at or after age 62 would qualify for only one (1) payment of terminal leave pay.

B. Recognizing that reference to age 62 in Section 2B above was to provide a bridge to the time the employee would be eligible to receive reduced old age insurance and benefits under Title II of the Social Security Act, Section B is hereby revised to read as follows:

"B. For those employees who voluntarily retire only (as distinguished from those who become disabled or terminate employment for any other reason) the District shall pay terminal leave pay as computed above each year prior to the recipient's eligibility to receive reduced old age insurance and benefits under Title II of the Social Security Act (currently age 62), payment to be made during January of each year commencing with the first calendar year following retirement. An employee retiring at or after such eligibility is qualified for only one (1) payment of terminal leave pay."

C. (1) Accumulated Sick Leave for all employees will, for purposes of the Prior Terminal Leave Plan, be calculated and capped as of June 30, 1997. The capped amount may not be increased but may be decreased if the teacher utilizes any such days. Upon retirement such days will be paid in accordance with the Prior Terminal Leave Plan (as amended), subject to the limitations in paragraph D below.

(2) Effective July 1, 1997, all Sick Leave accumulated will be accumulated and paid out pursuant to the revised Article XIII Accumulated Sick Leave Payout plan, subject to the limitations in paragraph D below.

(3) When used, accumulated Sick Leave days will first be deducted from Sick Leave days accumulated after June 30, 1997.

D. Combined payments pursuant to the Prior Terminal Leave Plan (as amended) and the revised Accumulated Sick Leave Payout plan may not exceed seventy-five (75%) of the teacher's annual salary at the time of retirement. (For example, if the

teacher's annual salary at the time of retirement was \$40,000, the total combined payments from the Prior Terminal Leave Plan and the revised Accumulated Sick Leave Payout plan could not exceed \$30,000.) Any necessary reduction in payments will be on a pro rata basis.

5. Article XV - School Calendar:

A committee will be formed comprised of two representatives from the Marquette Area Education Association and two representatives from the Marquette Area Public Schools administration. The committee will agree upon calendars for the 1998-99 and 1999-2000 school years. The calendar will contain the number of days for students and for teachers indicated in the Agreement.

6. Voluntary Severance Retirement Plan ("VSRP"). For teachers committing in writing by April 25, 1997 to retire effective either June 30, 1997 or June 30, 1998:

A. The teacher may elect one of the following options ("Options"):

Option A: Fifty (50%) percent of their 1996/97 salary (one-third of the total to be paid each year for three years). One-third of the total will be paid in January of the second year of retirement, with one-third paid in January of the third year of retirement and the remaining one-third paid in January of the fourth year of retirement; or

Option B: To the extent allowed by law, the employee may instead apply up to thirty-seven and one-half (37½%) percent of their 1996/97 salary to purchase of additional MPSERS years of retirement.

Payments shall be less FICA (employee share) and applicable withholding for state and federal taxation purposes.

B. Retirement for purposes of this section is as defined in Article XIII of the collective bargaining agreement, including the requirement that the employee has spent a minimum of ten (10) years of full-time service in the Marquette Area Public Schools.

C. In the event the employee, after the last day of his/her employment, applies for and receives Unemployment Compensation or Workers' Compensation benefits attributable to or arising out of the employee's service with the Board, the employee's monetary benefit under this Plan shall be reduced in an amount equal to the benefits so received. Should the employee receive Unemployment Compensation or Workers' Compensation

benefits subsequent to receipt of the VSRP benefit described above, he/she shall repay the Board an amount equal to the benefits received, but not to exceed the total amount of the VSRP benefit. If the employee should fail to reimburse the Board upon its request, the Board may enforce this obligation through appropriate civil process.

D. To be eligible to participate in this VSRP, a bargaining unit member must satisfy all requirements for eligibility as provided above, and must submit an executed VSRP Application (Attachment A) by April 25, 1997, stating whether their date of separation is June 30, 1997 or June 30, 1998. The date of separation shall not thereafter be altered absent mutual written agreement between the Board and the employee. Participation in this VSRP is totally voluntary on the part of any eligible employee.

E. For the VSRP to become effective, at least forty (40) teachers must, by April 25, 1997, commit to retire effective either June 30, 1997 or June 30, 1998. No more than thirty (30) teachers may retire pursuant to the VSRP effective June 30, 1997. Should more than 30 teachers wish to retire pursuant to the VSRP effective June 30, 1997, decision concerning which members may retire pursuant to the VSRP effective June 30, 1997, and which will be required to delay retirement until June 30, 1998 (or to retire without benefits provided by the VSRP), will be as mutually agreed by the parties or, if no agreement is reached, by drawing lots. There is no limit upon the number of qualified individuals who may elect to retire effective June 30, 1998 pursuant to the VSRP.

F. The terms of the VSRP as expressed herein, together with Attachments A and B, constitute the sole and entire agreement between the Board and the Association regarding the terms and the implementation of the VSRP and shall not establish any practice, working condition or precedent for future negotiations or dealings between the Board and the Association.

7. For employees retiring effective either June 30, 1997 or June 30, 1998 pursuant to the VSRP, the seventy-five (75%) percent limitation for payments pursuant to the Prior Terminal Leave Plan (as amended) and the revised Accumulated Sick Leave Payout plan, Section 4D above, will not apply.

8. This Letter of Understanding incorporates all current Letters of Understanding and Letters of Agreement between the parties; any prior Letters of Understanding and Letters of Agreement not incorporated in this Letter of Understanding are hereby terminated.

Dated: APRIL 28, 1997

The "Association"

The "District"

By: Stuart Daughly

By: William F. Bergin