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6/30/2002

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# MASTER AGREEMENT

BETWEEN

THE MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
CERTIFIED AND APPROVED EMPLOYEES

JULY 1, 1999 – JUNE 30, 2000  
 JULY 1, 2000 – JUNE 30, 2001  
 JULY 1, 2001 – JUNE 30, 2002

*Marquette-Alger Intermediate School District*



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**MASTER AGREEMENT**

**1999 - 2002**

This agreement is entered into this 11th day of October, 1999, by and between the Marquette-Alger Intermediate School District, Marquette, Michigan, hereinafter called the "Board", and the Marquette-Alger Intermediate School District Education Association, hereinafter called the "Association."

WITNESSETH:

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

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

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

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

WHEREAS, this contract is in effect from July 1, 1999 to June 30, 2002.

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



## Article 1 - Recognition

- A. The Board of the Marquette-Alger Intermediate School District recognizes the Marquette-Alger Intermediate School District Education Association, a Chapter of MEA, as the exclusive bargaining agent for all certificated personnel and/or personnel approved by the State Department of Public Instruction, who perform services on a regular school year basis for the Marquette-Alger Intermediate School District hereinafter referred to in this contract as "employees". Certificated personnel include: State Certified School Psychologists, Curriculum Resource Specialists, Educational Consultants, Teacher of the Emotionally Impaired, Consultants for the Emotionally Impaired, Teachers of the Hearing Impaired, Teachers of the Homebound and Hospitalized, Music Therapists, Occupational Therapists, Physical Therapists, Consultants for the Physically or Otherwise Health Impaired, Preschool Consultant, School Social Workers, Teachers for the Severely Mentally Impaired, Teachers for the Severely Multiply Impaired, Coordinator of Speech Therapy, Speech Therapists, Teachers of the Trainable Mentally Impaired, and Consultants for the Visually Impaired, but excluding Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Special Education, Business Manager, Director of Media Services, Director of General Services, and two Supervisors of Special Education.

## Article 2 - Association and Employee Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other applicable laws and regulations. (The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere).
- C. The Association and its representatives shall have the right to use the Intermediate Office Conference Room when available during nonworking hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of the room before the commencement of the office day or until 6:00 P.M.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in the Intermediate Office at reasonable times, provided that this shall not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.
- E. The Association shall have the right to use the office facilities and equipment, including typewriters, duplicating equipment and all types of audio-visual equipment which are not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

## Article 2 - Association and Employee Rights - Continued

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

## Article 3 - Agency Relationship and Association Membership

- A. Neither the Board nor the Association will discriminate against any employee in the bargaining unit because of the employee's decision to join or not to join the Association. Implementation of Paragraph "B" shall not be considered an act of discrimination. Any employee who elects not to join the Association, shall be required, as a condition of continued employment, to pay a service fee to the Association in an amount equal to the dues which would have been required had the employee become a member of the Association. Each employee shall, within thirty (30) days from the date of commencement of professional duties, elect to join or not to join the Association. All employees shall, within the same time period, sign a payroll deduction authorization, as described in Article 4 authorizing the deduction of dues or service fees, as the case may be. Revocation of deduction authorization shall be made only during the 30-day period preceding the expiration date of this contract. Notice of revocation by the employee shall be made to the Board and the Association.
- B. In the event an employee shall not pay the required amount as scheduled, the Board and the Association shall implement their respective procedures as follows:
  - 1. The Association shall notify the employee of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such employee that a request for discharge may be filed with the Board in the event that compliance is not effected.



**Article 3 - Agency Relationship and Association Membership - Continued**

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

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

- A. For the convenience of its employees and the Association, the Board agrees to establish and maintain a payroll deduction plan for the collection of Association dues or service fees and forward the same to the Association. The parties agree and understand that payroll deductions shall only be made pursuant to written authorization by individual employees and shall terminate immediately upon the withdrawal of such authorization by the employee. Furthermore, payroll deductions shall only be made in an amount and for the period specified by individual employees; provided, however, that all authorization forms shall uniformly require that deductions for Association dues or service fees be made in ten (10) equal installments. Employees may elect to pay cash directly to the Association in lieu of payroll deduction. Payroll deduction shall commence with the first pay period following the thirty (30) day enrollment period in September as per Article 3, paragraph "A."
- B. The Board agrees to promptly remit to the Association Treasurer all dues and service fees deducted from the earning of its employees. The remittance shall be accompanied by a list of employees from whom payroll deductions were made.

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

- C. Notwithstanding the provisions of paragraph A of this Article, any employee who evidences to the Association that he is a member of a church whose long-standing teachings have historically forbidden joining or supporting a labor union or similar organization and as such member has such a personal religious conviction, shall, so as to show good faith inasmuch as other non-members of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such employee shall, as a condition of continued employment, pay a sum equivalent to the dues uniformly required to be paid by members of the Association to a non-union, non-religious charitable organization mutually agreed upon by the employee and the Association (furnishing a copy of the receipt thereof to the Association) or authorize payroll deduction for said sum in the same manner as provided by the contract. In the event the employee shall not pay such sum directly to the charitable organization or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such employee, recognizing the failure of such employee to comply with such provision is just and reasonable cause for discharge.
  
- D. All payroll deduction authorizations used in connection with this Article shall be uniform and shall be in substantially the following form:

**AUTHORIZATION FOR PAYROLL DEDUCTION**

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

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

Date: \_\_\_\_\_  
Signature of Employee

SSN: \_\_\_\_\_

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**REVOCAION OF AUTHORIZATION FOR PAYROLL DEDUCTION**

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

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

Date: \_\_\_\_\_  
Signature of Employee

- E. The Board shall deduct from the salary of any employee and make appropriate remittance for the Public Employee's Federal Credit Union payroll deduction savings plan. Said deduction will be made in equal bi-weekly amounts as authorized by the employee in a written authorization delivered to the Business Manager during an open enrollment period of one (1) month. Deductions will begin only on the first pay period following open enrollment.
  
- F. The Board will make available tax sheltered annuity programs to all employees desiring to participate on a voluntary basis provided that at least five (5) employees have submitted written authorization for participation in a particular insurance program.

## **Article 5 - Board's Rights Clause**

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

- A. To the executive management and administrative control of the school District and its properties and facilities, and the duties, responsibilities and assignment of teachers and other employees, during the working day;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

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

- C. To establish, alter or terminate programs and education services;
- D. To be responsible for the means and methods of instruction; selection of textbooks and other teaching materials.

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

## **Article 6 - Continuity of Operations**

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

## **Article 7 - Miscellaneous Provisions**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

## **Article 7 - Miscellaneous Provisions - Continued**

- B. Any individual contract between the Board and the individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement for the duration, shall be controlling.
- C. This Agreement shall supersede any rule, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed under this bargaining agreement and all new MEA employees.
- F. Upon request of the Board, employees shall submit to a physical examination when the Board provides justification. The Board and the employee shall mutually agree upon a physician to conduct the examination. If the employee and the Board do not agree upon a physician, and the employee wishes to use his/her own personal physician, the employee shall pay the difference in fees (if any exists) between the Board's choice of physician and the employee's personal physician. The employee's personal physician shall be approved by the Board.
- G. The Board of Education and the Association recognize that a variety of situations not directly related to an employee's job can affect the employee's work performance. Therefore, the Employee Assistance Program Policy is hereby recognized by the parties as a means to work cooperatively together to insure the best interest of the District and each employee are met. To this end, the parties encourage and support the use of the Employees Assistance Program, however, should a disagreement arise either party may take whatever steps are necessary as outlined in this master agreement.

## **Article 8 - Negotiation Procedures**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. A reasonable time prior to expiration of this Agreement and not later than March 1st, upon request of either party, negotiations will be undertaken for a successor agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**Article 9 - Professional Grievance Procedure**

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. Prior to initiating a formal grievance (Part C) the grievant alleging a violation of the expressed provisions of this agreement shall orally discuss the grievance with the department administrator.
- C. The grievant may invoke the formal grievance procedure by putting the grievance into written form (See Grievance Form) and delivering copies of the same to the Superintendent. The grievant may, at his option, deliver the written grievance to the Association for forwarding to the Superintendent. The written grievance shall contain the following: (1) It shall cite the section or subsections of this contract alleged to have been violated; (2) It shall contain a synopsis of the facts giving rise to the alleged violation; (3) It shall contain the date(s) of the alleged violation; (4) It shall specify the relief requested; (5) It shall be signed by the grievant or grievants.
- D. Within five (5) school days of the receipt of the grievance, the Superintendent shall meet with representatives of the Association in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Note: Contractual Agreement between MEA & MAISD provides as follows: (See Article 9, paragraph C)

"The grievant may invoke the formal grievance procedure by putting the grievance into written form (see Grievance Form) and delivering copies of the same to the Superintendent. The grievant may, at his option, deliver the written grievance to the Association for forwarding to the Superintendent. The written grievance shall contain the following: (1) It shall cite the section or subsections of this contract alleged to have been violated; (2) It shall contain a synopsis of the facts giving rise to the alleged violation; (3) It shall contain the date(s) of the alleged violation; (4) It shall specify the relief requested; (5) It shall be signed by the grievant or grievants."

**GRIEVANCE FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

Date(s) of Violation or Grievance: \_\_\_\_\_

Section(s) of Contract Violated: \_\_\_\_\_

Facts: \_\_\_\_\_

\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant(s)

Signature of Michigan Education  
Association Representative

## Article 9 - Professional Grievance Procedure - Continued

- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of the filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be earlier may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so without recourse to the grievance procedure.

### LEAVES OF ABSENCE

## Article 10 - Illness or Personal Leave or Funeral Leave

- A. At the beginning of each school year, each employee shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the employee or immediate family. Immediate family shall be defined as spouse, children, siblings, parents and parents-in-law. The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of sick leave.
- B. An additional day of sick leave allowance per employee shall be placed in a sick leave bank that would be jointly administered by the Intermediate District and the Association with a maximum accumulation to 100 days.
- C. For the purpose of the Family and Medical Leave Act (FMLA), an eligible employee who is unable to work because of FMLA qualifying personal illness or disability and who has exhausted all accumulated sick leave shall be granted an unpaid leave of absence for the duration of the illness or disability for a period of up to twelve (12) weeks. This leave may be extended for a period of up to an aggregate period of one (1) year at the discretion of the Board.

## Article 10 - Illness or Personal Leave or Funeral Leave - Continued

1. If the need for leave is foreseeable, employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence if practicable. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances and facts of the individual case.
2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information which shall include responses to the inquiries contained in the Department of Labor form entitled "Certification of Health Care Provider" (WH-380).
3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and the Board (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.
4. The Board shall have the right to require periodic recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.
5. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
6. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is certified (or approved, as applicable) and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff affecting the employee returning from leave.
7. The Board of Education will continue premium payments for health care benefits (Article 25, A,E,F) up to six (6) months only for an employee who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. This includes deductible reimbursement. Recovery of health premiums from employees not returning from leave shall be in accordance with Article 12 E of this Agreement. Other benefits that an employee may have are not included in this provision.
8. Where an instructional employee requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the employee:
  - a. take leave for the duration of the planned treatment or
  - b. transfer temporarily to an alternative position for which the employee is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment.

For non-instructional bargaining unit members requesting intermittent or reduced schedule leave, the Board may require a temporary transfer in accordance with ¶8b, immediately above.

## Article 10 - Illness or Personal Leave or Funeral Leave - Continued

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

9. A bargaining unit member may choose to substitute paid sick leave for leave under the Family and Medical Leave Act due to personal illness or disability. If the bargaining unit member does not choose to substitute paid sick leave for this purpose, the Board may require the employee to substitute accrued sick leave for Family and Medical Leave Act leave taken for personal illness or disability exceeding five consecutive work days.
  
- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits provided in Article 11, Section A. To the extent that the Board makes payments to a teacher for that portion of his salary not reimbursed under Workmen's Compensation Law, said partial payments shall be charged prorata against the employee's accumulated and additional sick leave days.
  
- E. An employee absent from work because he/she has contracted mumps, scarlet fever, measles or chickenpox shall receive his daily rate of pay to a maximum of 30 days and thereafter be charged against the employee's sick leave. If or when the total sick leave is used, the additional days shall be charged against the employee at his daily rate of pay. Such benefits shall commence with a physician's written verification.
  
- F. Two (2) days leave per year may be granted to each employee for personal business with prior approval of the Superintendent. If the days are not used they will be placed in the employee's individual sick leave bank.  
  
Due to extreme conditions this may be extended by the Superintendent or a designated Board Representative.
  
- G. The Association will be granted a total of five (5) days per contract year to be used for Association business. The association will notify the Superintendent, or his designee, at least three (3) days prior to the use of the day(s) as to the individual who will be representing the Association.
  
- H. An employee shall be allowed three (3) working days with pay as funeral leave days, for each death regardless of when such death may occur. These days will not be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. The Superintendent may grant funeral leave in special cases.

## Article 11 - Sabbatical Leave

- A. Employees who have been employed for seven years may be granted a sabbatical leave for one (1) year, provided the written application is submitted by December 1st of the year preceding the requested leave, and that said request is accompanied by proof of a well-considered plan spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Marquette-Alger Intermediate School District, and provided that said employee shall sign a contract agreeing to return to employment with the District for at least the following school year. During said sabbatical leave, said employees shall be considered to be in the employ of the Board for the purposes of salary schedule placement and seniority only, and shall be paid one-half (1/2) his annual salary.



## Article 11 - Sabbatical Leave Continued

- B. An employee, upon return from a sabbatical leave, shall be returned to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he worked in the District during such a period.
- C. A maximum of one employee per year (full time equivalent) based upon seniority will be granted sabbatical leave.

## Article 12 - Unpaid Leave of Absence

- A. An employee may submit a request for a leave of absence without pay to the Board of Education. Such request shall be in writing and contain an explanation of the reasons for the desired leave. A leave shall not exceed one year. The Board may grant such request and reserves the right to adjust the termination date of any leave granted under this Section in order to conform the same to the beginning of a new semester. Upon return from said leave, the employee shall be reinstated to their former position or to a position of like nature, seniority, and salary schedule position held prior to commencement of the leave.
- B. A leave of absence shall be granted to an employee to enable him/her to assist before, during and after the birth (or adoption or foster care placement) of his/her child. The leave period shall be for a period of up to one (1) year and must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extension shall be at the Board's discretion.
  - 1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth or placement requires leave to begin in less than thirty (30) days, notice shall be given by the employee as promptly as is practicable under the circumstances and factors of the individual case.
  - 2. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
  - 3. Upon return from said leave, the employee shall be reinstated to the former position, or to a position of like nature, seniority and salary schedule position held prior to commencement of the leave. Assignment to a position for which the employee is certified (or approved, as applicable) and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff affecting the employee returning from leave.
  - 4. Should the course of nature be interrupted or should the death of the child occur within the period of the leave, the above rules pertaining to duration and return from leave may be relaxed under such conditions as the Board of Education may prescribe or as may be otherwise required by the Family and Medical Leave Act.
- C. A leave of absence will be granted of up to two (2) years to any employee who joins the Peace Corps, Teachers Corps, Job Corps or engages in a cultural travel or work program related to his professional responsibilities or participates in exchange programs in other states, territories or countries, engages in study at an accredited college or university in a subject area reasonably related to his professional responsibilities or is engaged in foreign or military teaching programs on a full-time basis.

It is expressly understood that an employee shall not accept outside employment without prior written notification from the Board. The employee shall notify the Board in writing prior to acceptance of outside employment, of the nature, terms and conditions of such employment.
- D. Leaves from military service will be granted under the conditions required by State and Federal Law.

**Article 12 - Unpaid Leaves of Absence - Continued**

- E. An eligible employee under the Family and Medical Leave Act is entitled to leave to enable him/her to care for a child, spouse or parent having a serious health condition.

When leave is taken for the reasons specified in this paragraph or in paragraph B of this article, the Board will continue health care premium payments (Article 25, A-E-F) including deductible reimbursement for a maximum of twelve (12) weeks in a twelve (12) month period as required by the Family and Medical Leave Act.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Board within fifteen (15) days of demand.

- F. All leaves of absence may be extended upon request by the employee and approval by the Board of Education.

**Article 13 - Terminal Leave and Service Bonus**

- A. Upon retirement from the District and upon simultaneously becoming eligible for benefits from the Michigan Public School Retirement System, the Board shall pay a terminal leave pay equivalent to one-third (1/3) of the daily rate of the individual's salary for each day of accumulated sick leave. An employee is entitled to this benefit provided he/she has been employed a minimum of ten (10) years in the District. In case of death, this benefit shall be paid in a lump sum to the survivor named by the bargaining unit member. The maximum payable for either of the above benefits shall not exceed \$4,500.
- B. Upon retirement from the District and upon simultaneously becoming eligible for benefits from the Michigan Public School Retirement System, the Board shall pay a service bonus based on years of employment with the District. Payments will be made to qualifying members as follows:

	Service With District	Service Bonus
Level I	At least 20 years	\$8,000
Level II	At least 10 years	\$6,000

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

- C. Employees retiring due to medical disability which qualifies them for retirement benefits from Social Security Administration, the Retirement Board, or any insurance company are not eligible to qualify for benefits under the plan. An employee shall have his benefits reduced by an amount he receives from Worker's Compensation or Unemployment Compensation for the District.
- D. An employee may continue his hospitalization benefits as provided by the rules and regulations of the insurance carrier.
- E. The employee will not receive terminal leave pay or the service bonus payment until the employee has presented proof of retirement from the Michigan Employees Retirement System within three (3) months after the employee has retired from the District.
- F. It is understood that if this plan or parts thereof are found to be unlawful for any reason, then this plan will be null and void to the extent that it is unlawful and all benefits held to be unlawful will cease.

## EMPLOYEE RELATIONS

### Article 14 – Working Conditions

- A. General – Applies to all the following job classifications (B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q,R, S,T,U and V).
1. If new job classifications are added to the staff, as listed in Article I (but excluding administrative and supervisory personnel), the working conditions of such job classifications will be negotiated and added to this contract.
  2. In the event of dangerous highway conditions so the employee cannot meet an appointment or schedule, he/she shall report that fact to the school which expects him/her, and make this fact known to the Marquette-Alger Intermediate School District Office.
  3. If school is canceled after an employee has reported and begun his/her workday and that day cannot be counted as a day of instruction, the employee will be paid one-fourth (1/4) of his/her daily rate if school is canceled prior to 9:00 A. M., and one-half (1/2) of his/her daily rate should school be canceled between 9:00 A. M. and noon.
  4. Professional responsibilities of the employee demand attendance at professional conferences from time to time. Employees will be permitted paid time off and expenses (travel, meals, lodging and registration fee) to attend conferences as mutually agreed upon and approved by the Board.
  5. Each certificated employee shall plan and execute his/her own testing program, evaluation, therapy, schedule and caseload in accordance with the regulations of the Michigan State Department of Education and approval of the Superintendent.
  6. When in the best interest of the District, the Board will consider job sharing of a position. It is the responsibility of the Association to present the job sharing proposal to the Board by April 15<sup>th</sup>. Requests that do not comply with this deadline may be considered at the option of the Board. The final determination for allowing job sharing rests solely at the discretion of the Board.
  7. Beginning July 1, 1991, a classroom teacher's work day will consist of seven hours and fifteen minutes (7 hours, 15 minutes) as scheduled by the program supervisor on an individual basis to better service the constituent districts and MAISD educational programs. The length of the instructional day is to be a minimum of five hours and thirty minutes (5 hours, 30 minutes).

A certified and approved employee not directly connected with a classroom program will work from 8:00 a.m. to 4:00 p.m. Beginning and ending time may be modified on an individual basis to better service the constituent school districts and MAISD.

Due to the diverse needs of MAISD programs as they relate to local school district programs and transportation services, the length of the instructional and work day may be modified according to need; however, no changes in the length of the instructional day beyond 15 minutes will be made without the recommendation of the labor management committee.

Teachers will be allowed a minimum thirty minute lunch time on a schedule jointly developed between the teacher and the immediate supervisor. It is understood that should an emergency or an extenuating circumstance arise, the lunch time may be shorter. The implementation of the lunch time schedule to occur within the first two weeks of the school year.

Instructional planning time during the work day will be established and arranged by the teacher and approved by the supervisor. The implementation on the instructional planning time to occur within the first two weeks of the school year.

## Article 14 – Working Conditions – Continued

It is recognized that from time to time meetings and activities such as IEPC, consultations, etc. will require a classroom teacher's attendance beyond the normal work day. However, efforts will be made to schedule meetings during the work day. When a classroom teacher has attended meetings which are beyond the normal work day (departmental staff meetings are excluded) he/she will record the date and purpose of said meeting. Upon submission to the departmental administrators, the classroom teachers will be compensated for those meetings beyond the normal work day as follows:

Up to 15 additional meetings	- \$200.00
16 to 25 additional meetings	- \$300.00
26 meetings and beyond	- \$400.00

A classroom teacher may submit for reimbursement upon reaching each increment step or receive a lump sum payment at year-end.

8. The Association and administration will jointly develop a program to be implemented on a one (1) year trial basis with an evaluation of effectiveness for continuation on the impact of children and staff to allow for three (3) one-half (1/2) days of inservice during the normal school year, provided, the number of hours of student instruction allows for said days.
9. Observation by the administration of the work performance is an ongoing process which may include both formal and informal observation during the course of the school year.

### B. State Certified Speech Therapists

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

### C. State Certified School Psychologist

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

### D. Type "C" Teacher Consultants

1. The Type "C" Consultant shall participate in education planning conferences for all pupils recommended for Type "A" or Type "C" programs, in the Consultant's assigned district.

## Article 14 – Working Conditions – Continued

2. Each Type "C" Consultant shall be permitted one-half (1/2) day each week for coordination time and additional time as required for parent-teacher conferences and consultations as approved by the Superintendent.
- E. Teacher-Consultant, Emotionally Disturbed
1. Each consultant shall serve schools and grade levels as mutually planned, with the Superintendent and other consultants.
  2. The consultant shall participate in educational planning conferences for all pupils certified in the assigned district.
  3. Each consultant shall be permitted one-half (1/2) day each week for coordination time and additional time as required for parent-teacher consultations and conferences as approved by the Superintendent.
- F. School Social Worker
1. The School Social Worker shall participate in screening conferences pertaining to the educational placement of pupils with whom he has been working or who are to be referred for additional therapy.
  2. Areas of responsibility shall include those pupils of all ages who are having difficulty in:
    - a. School Adjustment Problems
    - b. Social Adjustment Problems
    - c. Home Adjustment Problems
    - d. Personal Adjustment Problems
    - e. Physical Problems
  3. The School Social Worker shall serve as a resource person in school and community mental health activities and shall make referrals to all appropriate agencies, to assist in more adequate programming for all children.
  4. The School Social Worker will have adequate office and coordination time required for conferences and consultations.
- G. Trainable (Type "B") Classroom Teacher
1. Each teacher will plan his program schedule to fit the building schedule in which his room is housed. In scheduling his program, he shall allow ample time for planning and needed consultations.
  2. The teacher will participate in educational planning conferences with the Psychologist and the Director of Special Education.
  3. A substitute will be supplied for his class during the "Type B" teacher's attendance at a conference.
  4. At times when the teacher will not be conducting his class, notice in writing will be given in advance. If conditions occur that make writing a notice inconvenient or impossible for lack of time, a personal phone call shall be made.

## Article 14 – Working Conditions – Continued

### H. Teacher Counselor for Physically Handicapped

1. The Teacher Counselor for Physically Handicapped shall participate in educational planning conferences for all pupils recommended for Physically Handicapped programs in the Counselor's district.
2. Each Teacher Counselor for Physically Handicapped shall be permitted one-half (1/2) day each week for coordination time and additional time as required and as approved by the Superintendent.

### I. Home Consultant for Preschool Handicapped Children

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

### J. Coordinator of Speech Therapy

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

### K. Educational Consultant

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

### L. Teacher for Severely Multiply Impaired

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

## Article 14 – Working Conditions – Continued

### M. Curriculum Resource Specialist

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

### N. Preschool Consultant

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

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

### O. Physical Therapist

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

### P. Occupational Therapist

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

### Q. Music Therapist

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

### R. Consultant for the Visually Impaired

The consultant for the visually impaired shall be responsible for implementing the supportive instructional program. The consultant shall work cooperatively with other personnel.

### S. Consultant for the Homebound & Hospitalized

The consultant for the homebound and hospitalized shall be responsible for implementing the supportive instructional program. The consultant shall work cooperatively with other personnel.

## Article 14 – Working Conditions – Continued

### T. Teacher for the Emotionally Impaired

The teacher for the emotionally impaired shall be responsible for implementing the instructional program. The teacher shall coordinate the activities of the aides and work cooperatively with other supportive personnel.

### U. Teacher for the Severely Mentally Impaired

The teacher for the severely mentally impaired shall be responsible for implementing the instructional program. The teacher shall coordinate the activities of the aides and work cooperatively with other supportive personnel.

### V. Teacher for the Hearing Impaired

The teacher for the hearing impaired shall be responsible for implementing the instructional program. The teacher shall coordinate the activities of the aides and work cooperatively with other supportive personnel.

## Article 15 – Vacancies, Promotions and Transfers

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



## Article 16 – Employee Evaluation

Evaluation is a continuous process which will occur throughout the year. Observation by the Administration of the work performance of an employee shall be conducted openly and with full knowledge. The performance of all employees shall be evaluated in writing. The evaluation procedure will not be utilized during the first thirty (30) days of the contract year (or employment). All evaluations will be completed (signed off) by May 1, unless mutually agreed upon. Probationary employees shall be observed at least once each semester. Senior employees shall be observed at least once each year. Lack of a written evaluation will be mutually regarded as a positive evaluation.

### A. Evaluation Procedure

There are two types of employees within the professional staff: Probationary (those individuals with less than two years in the district) and senior (tenured individuals or those with more than two years in the district). The contractual agreement and the rules and regulations relating to the Teacher Tenure Act will govern those eligible for tenure.

#### 1. Probationary Employee Evaluation

Professional staff who are classified as probationary employees will be evaluated annually, using:

- a. a minimum of two on-site observations;
- b. the "Checklist for Probationary Professional Staff"; plus
- c. a minimum of one data collection source selected from the following list and mutually agreed upon by the staff member and supervisor:
  - (1) Self-appraisal using the Checklist for Professional Staff (blue)
  - (2) Parent Survey (ivory)
  - (3) Survey for Recipients of Consultant Services (buff)
  - (4) Workshop Participant Survey (canary)
  - (5) Other methods or instruments mutually agreed upon and developed by the supervisor and/or employee

#### 2. Senior Employee Evaluation

All senior employees will be evaluated every three years using the "Evaluation for Senior Employees." The employee and administrator will agree upon a schedule for follow-up sessions and/or a conference, which will include a discussion of the observation and may also include a discussion of the total evaluation. Other methods or instrument mutually agreed upon and developed by the supervisor and/or senior employee may be used.

### B. Additional Evaluations

Additional evaluations may occur by request of either the staff member or supervisor.

## Article 16 – Employee Evaluation Continued

- C. The Administrator shall hold a post-observation conference with the employee for the purpose of presenting the written report and recommendations. The conference shall be held within five (5) days of observation. If an Administrator believes an employee is doing unacceptable work, the reasons shall be set forth in specific terms. If necessary, the teacher shall also be provided written suggestions on how to improve and be informed of the assistance available from the Administrator and other staff members. Subsequent written evaluations shall include a progress report on improvements listed as being necessary.
- D. An employee who disagrees with an observation or recommendation may submit a written response which shall be attached to the file copy of the evaluation in question.
- E. Each employee shall have the right upon request to review the contents of his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.
- F. The evaluation instrument and criteria for implementation will be developed and reviewed with the association. Continual assessment and revision of the instrument will be upon mutual agreement of the parties.

## Article 17 – Layoff and Recall Procedure

**Layoff Procedure** - In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is a senior employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating or unless the position that the probationary employee is vacating is being eliminated altogether.
- B. If the reduction of employees is still necessary, then senior employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in inverse order of seniority, i.e., those with the least seniority as defined in Article 18 are to be laid off first.
- C. An employee who is laid off pursuant to this Article has the right to be placed in a position for which he is certified and qualified to fill and which is occupied by an employee with less seniority. The administration shall determine who is "qualified" by using the following criteria (only when certification and seniority are equal):
  - 1. Teaching/job experience.
  - 2. Approval area(s).
  - 3. Educational level obtained by the employee in their major area(s) of study.

### Recall Procedure

- A. An employee shall be eligible for recall from layoff for a period of three (3) calendar years from the date of layoff. If an employee works 180 days or less, then the recall period shall be one year from the date of separation.
- B. Recall of an employee shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee in order to be reassigned shall be certified and qualified as herein set forth to perform the specific duties he/she is being assigned.

## Article 17 – Layoff and Recall Procedure Continued

- C. The Board shall give written notice of recall from layoff by sending a certified letter to said employee at the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears in the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the employee. If the employee fails to respond within fourteen (14) calendar days from the date of mailing of the Board's written notice of recall or within fourteen (14) calendar days after the Board's notice of recall has been returned by the postal department as being undeliverable and unless an extension is granted in writing by the Board, such employee shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationships he may have had with the Board.

In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated districts.

Upon recall to a position, bargaining unit members shall be entitled to all sickness leave benefits and seniority earned prior to said layoff.

A laid-off bargaining unit member shall upon written application be granted priority status on the District's substitute list.

A bargaining unit member may continue his or her health insurance as established by guidelines and procedures of the insurance carrier.

- D. Recall status of a laid-off probationary employee shall be for a period of six months (6) from the effective date of layoff.

## Article 18 – Seniority

- A. No later than thirty (30) days following the ratification of this agreement and by every September 30 thereafter, the Employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work (if the first day is a holiday, said day is the first day of work) since the most recent date of hire.

Length of service in the District shall be defined as a minimum period of one hundred eighty (180) days during the twelve month period beginning July 1 and ending June 30. In determining length of service in the District, employees working less than 180 days (half year of service – 90 days) will be prorated based upon the amount of time worked during that year.

If employment is less than full-time, seniority shall accrue on a prorata basis.

Employees on leave of absence shall retain seniority as defined in other articles of this master agreement.

- B. All bargaining unit members shall be ranked on the list in the order of their first day of work, as above defined. In the circumstance of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- C. When a bargaining unit member is placed in an administrative position, all rights will be retained which she/he possessed while a member of the bargaining unit.
- D. All seniority is lost when employment is severed by resignation, retirement, and discharge for cause (unless reversed in the grievance or tenure procedures). In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.

## Article 19 – Employee Protection

- A. It is recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- B. The Board will encourage school authorities to endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- C. An employee may temporarily exclude a pupil from class when grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the class intolerable. In such cases, the employee will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Any case of assault by a student shall be promptly reported to the Board or its designated representative and also to the local school district administrator. The Board may advise the employee of his/her rights and obligation with respect to said assault and shall render all necessary and reasonable assistance to the employee ... civilly or criminally.
- E. In the event any employee is sued for acts or conduct arising out of and during the course of employment and within the scope of the employee's authority and the employee has acted consistent with Board and school District policy, the Board's Comprehensive Liability and Property Damage Insurance Policy will provide legal counsel pursuant to the insurance policy rules and regulations to assist the employee in his defense and render all necessary and reasonable assistance in the disposition of said claim.
- F. Time lost by an employee in connection with any incident in pursuit of his employment shall not be charged against the employee.
- G. The Board may reimburse an employee for any loss, damage or destruction of clothing or personal property of the employee arising out of his employment and not due to any fault, negligence, or carelessness of the employee. Any claims pertaining to this part of the contract shall be submitted to the Superintendent. If no agreement is reached, the Association President and the Superintendent shall review the claim. If the claim is not resolved, a third party mutually agreed upon, shall render a binding decision.
- H. No action shall be taken upon any complaint by a parent or a student directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

## Article 20 – Professional Improvement

- A. The salary schedule is designed to provide additional compensation to employees who engage in a program of professional improvement. Only semester hours earned from an accredited college or university and related to an employee's assigned responsibilities shall be counted for purposes of the salary schedule. Additional compensation for professional improvement shall be paid only in the increments outlined in the salary schedule; (e.g., an employee with a B.A. plus 17 shall be paid the B.A. plus 15 rate until such time as he obtains his M.A.). An employee who has earned sufficient qualifying credits to change his position on the salary schedule must present a transcript documenting the change by August 25<sup>th</sup> in order for the change to be effective the following contractual year. Provided that the employee has made a diligent effort to obtain either a transcript of his/her credits or a Registrar letter of completion and has notified the Superintendent by August 25<sup>th</sup>.

## **Article 20 – Professional Improvement Continued**

- B. At the request of the Association, or upon the Board's initiative, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All employees who are designated by the Board shall attend.
- C. In order to encourage professional improvement, the Board will seek to establish a professional library. (This section shall be in lieu of any previous practice of subsidizing individual professional dues).
- D. An employee who requests permission to present at a state or national conference as a representative of Marquette-Alger Intermediate School District shall first secure written permission from the Superintendent. Invitations for presentation at an international conference must have prior Board of Education approval. The employee shall identify cost to the District and any remuneration they may receive for presenting shall be disclosed at the time of request. Prior to submission of the written request, the employee shall receive approval from the supervisor. The Board may grant all or a portion of the expenses/days requested.

## **Article 21 – Academic Freedom**

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

## **Article 22 – Professional Behavior**

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

## **Article 23 – Code of Ethics**

- A. General

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

## Article 23 – Code of Ethics Continued

### B. Commitment to our students

We therefore agree to:

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

### C. Commitment to the School District

We therefore agree to:

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

### D. Commitment to the Profession

We therefore agree to:

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

### E. Violation of the Code of Ethics

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

## Article 24 – Salary

- A. The salary schedule is for one-hundred eighty (180) days of professional service plus one (1) in-service day during the 1999-00 school year, one (1) in-service day during the 2000-01 school year, and one (1) in-service day during the 2001-02 school year. Association members will donate one (1) additional day each year.
- B. Salary Schedules: See Salary Schedule on Pages 28-30.
- C. Salaries shall be paid based upon twenty-six (26) equal or twenty (20) equal installments, bi-weekly.
- D. An employee who desires to work in a supplemental position in the District that is beyond their regular assignment will be compensated at the rate allowable for the position in accordance with the grant guidelines. All supplemental positions will be posted.
- E. Work days beyond one hundred ninety (190) days which could affect the normal daily rate due to funding and/or work levels, shall be subject to negotiations.
- F. On the following schedules, a “step” is determined by a full year worked at the ISD. An employee who works at least 75% of the number of days required for full-time status within a contract year will progress to the next step on July 1. For an employee who works less than 75% of the number of full-time days, their work year credit will be calculated to the nearest tenth of a year, and they will progress to the next step after the year where they achieve the equivalent of one full year.

The following employees will progress a full step each year on July 1 regardless of how many contract days they work within that year: Christine Zenti, Judy Henricksen.

A new employee with no related experience will be placed on step 1 of the schedule. A new employee with related experience will be placed on a step according to their verifiable, related work experience. One step will be awarded for each full year.

- G. Those employees who have attained a Doctorate Degree on or before June 8, 1993, are eligible to receive salary compensation under the Doctorate column of the salary schedule. The employees enrolled in a Doctorate program as of June 8, 1993, as a condition to eventual placement on the Doctorate column, must complete the Doctorate program within the timeline established by their University. Once the Doctorate Degree is attained, the latter employee(s) will be eligible for placement on the Doctorate column of the salary schedule, in conformance with the terms of the contractual agreement. All other employees (unless expressly covered by one of the standards immediately above) shall be ineligible for placement on the Doctorate column.

1999-2000 MEA SALARY SCHEDULE (BASED ON 181 DAYS)

Percent Increase on Base 1.500000%

Step	BA		BA+18		MA		MA+15		ED SP, MSW MA+30		ED SP+15, MSW+45 MA+45		ED SP+30, MSW+60 MA+60		Article 24 - Salary	
	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary
1	100%	25,361	105%	26,629	115%	29,165	125%	31,701	130%	32,969	135%	34,237	140%	35,506	145%	36,773
2	105%	26,629	110%	27,897	120%	30,433	130%	32,969	135%	34,237	140%	35,506	145%	36,773	150%	38,041
3	110%	27,897	115%	29,165	125%	31,701	135%	34,237	140%	35,506	145%	36,773	150%	38,041	155%	39,310
4	115%	29,165	120%	30,433	130%	32,969	140%	35,506	145%	36,773	150%	38,041	155%	39,310	160%	40,578
5	120%	30,433	125%	31,701	135%	34,237	145%	36,773	150%	38,041	155%	39,310	160%	40,578	165%	41,845
6	125%	31,701	130%	32,969	140%	35,506	150%	38,041	155%	39,310	160%	40,578	165%	41,845	170%	43,113
7	130%	32,969	135%	34,237	145%	36,773	155%	39,310	160%	40,578	165%	41,845	170%	43,113	175%	44,382
8	135%	34,237	140%	35,506	150%	38,041	160%	40,578	165%	41,845	170%	43,113	175%	44,382	180%	45,650
9	140%	35,506	145%	36,773	155%	39,310	165%	41,845	170%	43,113	175%	44,382	180%	45,650	185%	46,917
10	145%	36,773	150%	38,041	160%	40,578	170%	43,113	175%	44,382	180%	45,650	185%	46,917	190%	48,186
11	150%	38,041	155%	39,310	165%	41,845	175%	44,382	180%	45,650	185%	46,917	190%	48,186	195%	49,454
12	156%	39,563	161%	40,831	171%	43,367	181%	45,903	186%	47,171	191%	48,440	196%	49,708	201%	50,975
13	164%	41,592	169%	42,860	179%	45,396	189%	47,932	196%	49,708	199%	50,468	204%	51,737	209%	53,004
	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary
14	\$ 300	\$ 41,892	\$ 300	\$ 43,160	\$ 300	\$ 45,696	\$ 300	\$ 48,232	\$ 400	\$ 50,108	\$ 400	\$ 50,868	\$ 400	\$ 52,137	\$ 400	\$ 53,404
15	\$ 725	\$ 42,317	\$ 725	\$ 43,585	\$ 725	\$ 46,121	\$ 725	\$ 48,657	\$ 925	\$ 50,633	\$ 925	\$ 51,393	\$ 925	\$ 52,662	\$ 925	\$ 53,929
16	\$ 1,150	\$ 42,742	\$ 1,150	\$ 44,010	\$ 1,150	\$ 46,546	\$ 1,150	\$ 49,082	\$ 1,450	\$ 51,158	\$ 1,450	\$ 51,918	\$ 1,450	\$ 53,187	\$ 1,450	\$ 54,454
17	\$ 1,575	\$ 43,167	\$ 1,575	\$ 44,435	\$ 1,575	\$ 46,971	\$ 1,575	\$ 49,507	\$ 1,975	\$ 51,683	\$ 1,975	\$ 52,443	\$ 1,975	\$ 53,712	\$ 1,975	\$ 54,979
18	\$ 2,000	\$ 43,592	\$ 2,000	\$ 44,860	\$ 2,000	\$ 47,396	\$ 2,000	\$ 49,932	\$ 2,500	\$ 52,208	\$ 2,500	\$ 52,968	\$ 2,500	\$ 54,237	\$ 2,500	\$ 55,504
19	\$ 2,425	\$ 44,017	\$ 2,425	\$ 45,285	\$ 2,425	\$ 47,821	\$ 2,425	\$ 50,357	\$ 3,025	\$ 52,703	\$ 3,025	\$ 53,493	\$ 3,025	\$ 54,762	\$ 3,025	\$ 56,029
20	\$ 2,850	\$ 44,442	\$ 2,850	\$ 45,710	\$ 2,850	\$ 48,246	\$ 2,850	\$ 50,782	\$ 3,550	\$ 53,258	\$ 3,550	\$ 54,018	\$ 3,550	\$ 55,287	\$ 3,550	\$ 56,554
21	\$ 3,275	\$ 44,867	\$ 3,275	\$ 46,135	\$ 3,275	\$ 48,671	\$ 3,275	\$ 51,207	\$ 4,075	\$ 53,788	\$ 4,075	\$ 54,543	\$ 4,075	\$ 55,812	\$ 4,075	\$ 57,079
22	\$ 3,700	\$ 45,292	\$ 3,700	\$ 46,560	\$ 3,700	\$ 49,096	\$ 3,700	\$ 51,632	\$ 4,600	\$ 54,308	\$ 4,600	\$ 55,068	\$ 4,600	\$ 56,337	\$ 4,600	\$ 57,604
23	\$ 4,125	\$ 45,717	\$ 4,125	\$ 46,985	\$ 4,125	\$ 49,521	\$ 4,125	\$ 52,057	\$ 5,125	\$ 54,833	\$ 5,125	\$ 55,693	\$ 5,125	\$ 56,862	\$ 5,125	\$ 58,129
24	\$ 4,550	\$ 46,142	\$ 4,550	\$ 47,410	\$ 4,550	\$ 49,946	\$ 4,550	\$ 52,482	\$ 5,650	\$ 55,358	\$ 5,650	\$ 56,118	\$ 5,650	\$ 57,387	\$ 5,650	\$ 58,654
25	\$ 4,975	\$ 46,567	\$ 4,975	\$ 47,835	\$ 4,975	\$ 50,371	\$ 4,975	\$ 52,907	\$ 6,175	\$ 55,883	\$ 6,175	\$ 56,643	\$ 6,175	\$ 57,912	\$ 6,175	\$ 59,179
26	\$ 5,400	\$ 46,992	\$ 5,400	\$ 48,260	\$ 5,400	\$ 50,796	\$ 5,400	\$ 53,332	\$ 6,700	\$ 56,408	\$ 6,700	\$ 57,168	\$ 6,700	\$ 58,437	\$ 6,700	\$ 59,704
27	\$ 5,825	\$ 47,417	\$ 5,825	\$ 48,685	\$ 5,825	\$ 51,221	\$ 5,825	\$ 53,757	\$ 7,225	\$ 56,938	\$ 7,225	\$ 57,693	\$ 7,225	\$ 58,962	\$ 7,225	\$ 60,229
28	\$ 6,250	\$ 47,842	\$ 6,250	\$ 49,110	\$ 6,250	\$ 51,646	\$ 6,250	\$ 54,182	\$ 7,750	\$ 57,458	\$ 7,750	\$ 58,218	\$ 7,750	\$ 59,487	\$ 7,750	\$ 60,754
29	\$ 6,675	\$ 48,267	\$ 6,675	\$ 49,535	\$ 6,675	\$ 52,071	\$ 6,675	\$ 54,607	\$ 8,275	\$ 57,983	\$ 8,275	\$ 58,743	\$ 8,275	\$ 60,012	\$ 8,275	\$ 61,279
30	\$ 7,100	\$ 48,692	\$ 7,100	\$ 49,960	\$ 7,100	\$ 52,496	\$ 7,100	\$ 55,032	\$ 8,800	\$ 58,508	\$ 8,800	\$ 59,268	\$ 8,800	\$ 60,537	\$ 8,800	\$ 61,804



2000-2001 MEA SALARY SCHEDULE (BASED ON 181 DAYS)

Percent Increase on Base 2.000000%

Only for Employees  
Degreed Before  
June 8, 1993 - See  
Article 24 - Salary  
Doctorate

Step	BA		BA+18		MA		MA+15		ED SP, MSW MA+30		ED SP+15, MSW+45		ED SP+30, MSW+60		Doctorate	
	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary
1	100%	25,868	105%	27,161	115%	29,748	125%	32,336	130%	33,629	135%	34,922	140%	36,216	145%	37,509
2	105%	27,161	110%	28,455	120%	31,041	130%	33,629	140%	36,216	150%	38,802	160%	41,389	170%	43,975
3	110%	28,455	115%	29,748	125%	32,336	135%	34,922	145%	37,509	155%	38,802	165%	40,096	175%	41,389
4	115%	29,748	120%	31,041	130%	33,629	140%	36,216	150%	38,802	160%	41,389	170%	43,975	180%	46,563
5	120%	31,041	125%	32,336	135%	34,922	145%	37,509	155%	38,802	165%	40,096	175%	41,389	185%	42,682
6	125%	32,336	130%	33,629	140%	36,216	150%	38,802	160%	41,389	170%	43,975	180%	46,563	190%	49,150
7	130%	33,629	135%	34,922	145%	37,509	155%	38,802	165%	40,096	175%	41,389	185%	42,682	195%	44,821
8	135%	34,922	140%	36,216	150%	38,802	160%	41,389	170%	43,975	180%	46,563	190%	49,150	200%	51,731
9	140%	36,216	145%	37,509	155%	40,096	165%	42,682	175%	45,270	185%	47,856	195%	50,443	205%	52,771
10	145%	37,509	150%	38,802	160%	41,389	170%	43,975	180%	46,563	190%	49,150	200%	51,731	210%	54,064
11	150%	38,802	155%	40,096	165%	42,682	175%	45,270	185%	47,856	195%	50,443	205%	52,771	215%	55,144
12	156%	40,354	161%	41,648	171%	44,234	181%	46,821	191%	49,409	201%	51,995	211%	54,182	221%	56,564
13	164%	42,423	169%	43,718	179%	46,304	189%	48,891	199%	51,477	209%	54,064	219%	56,564	229%	59,144
14	\$ 300	\$ 42,723	\$ 300	\$ 44,018	\$ 300	\$ 46,604	\$ 300	\$ 49,191	\$ 300	\$ 51,777	\$ 300	\$ 54,363	\$ 300	\$ 56,949	\$ 300	\$ 59,535
15	\$ 725	\$ 43,148	\$ 725	\$ 44,443	\$ 725	\$ 47,029	\$ 725	\$ 49,616	\$ 725	\$ 52,202	\$ 725	\$ 54,775	\$ 725	\$ 57,344	\$ 725	\$ 60,483
16	\$ 1,150	\$ 43,573	\$ 1,150	\$ 44,868	\$ 1,150	\$ 47,454	\$ 1,150	\$ 50,041	\$ 1,150	\$ 52,577	\$ 1,150	\$ 55,199	\$ 1,150	\$ 58,357	\$ 1,150	\$ 61,541
17	\$ 1,575	\$ 43,998	\$ 1,575	\$ 45,293	\$ 1,575	\$ 47,879	\$ 1,575	\$ 50,466	\$ 1,575	\$ 53,702	\$ 1,575	\$ 56,826	\$ 1,575	\$ 59,885	\$ 1,575	\$ 62,965
18	\$ 2,000	\$ 44,423	\$ 2,000	\$ 45,718	\$ 2,000	\$ 48,304	\$ 2,000	\$ 50,891	\$ 2,000	\$ 54,125	\$ 2,000	\$ 58,194	\$ 2,000	\$ 61,493	\$ 2,000	\$ 64,897
19	\$ 2,425	\$ 44,848	\$ 2,425	\$ 46,143	\$ 2,425	\$ 48,729	\$ 2,425	\$ 51,316	\$ 2,425	\$ 55,547	\$ 2,425	\$ 59,597	\$ 2,425	\$ 63,065	\$ 2,425	\$ 66,509
20	\$ 2,850	\$ 45,273	\$ 2,850	\$ 46,568	\$ 2,850	\$ 49,154	\$ 2,850	\$ 51,741	\$ 2,850	\$ 56,369	\$ 2,850	\$ 61,027	\$ 2,850	\$ 64,635	\$ 2,850	\$ 68,149
21	\$ 3,275	\$ 45,698	\$ 3,275	\$ 46,993	\$ 3,275	\$ 49,579	\$ 3,275	\$ 52,166	\$ 3,275	\$ 57,784	\$ 3,275	\$ 63,452	\$ 3,275	\$ 67,100	\$ 3,275	\$ 70,774
22	\$ 3,700	\$ 46,123	\$ 3,700	\$ 47,418	\$ 3,700	\$ 50,004	\$ 3,700	\$ 52,591	\$ 3,700	\$ 59,992	\$ 3,700	\$ 65,829	\$ 3,700	\$ 69,646	\$ 3,700	\$ 73,398
23	\$ 4,125	\$ 46,548	\$ 4,125	\$ 47,843	\$ 4,125	\$ 50,429	\$ 4,125	\$ 53,016	\$ 4,125	\$ 61,407	\$ 4,125	\$ 67,676	\$ 4,125	\$ 71,532	\$ 4,125	\$ 75,296
24	\$ 4,550	\$ 46,973	\$ 4,550	\$ 48,268	\$ 4,550	\$ 50,854	\$ 4,550	\$ 53,441	\$ 4,550	\$ 63,385	\$ 4,550	\$ 70,145	\$ 4,550	\$ 74,470	\$ 4,550	\$ 78,134
25	\$ 4,975	\$ 47,398	\$ 4,975	\$ 48,693	\$ 4,975	\$ 51,279	\$ 4,975	\$ 53,866	\$ 4,975	\$ 65,366	\$ 4,975	\$ 72,524	\$ 4,975	\$ 76,805	\$ 4,975	\$ 80,489
26	\$ 5,400	\$ 47,823	\$ 5,400	\$ 49,118	\$ 5,400	\$ 51,704	\$ 5,400	\$ 54,291	\$ 5,400	\$ 67,747	\$ 5,400	\$ 74,981	\$ 5,400	\$ 79,420	\$ 5,400	\$ 83,144
27	\$ 5,825	\$ 48,248	\$ 5,825	\$ 49,543	\$ 5,825	\$ 52,129	\$ 5,825	\$ 54,716	\$ 5,825	\$ 70,172	\$ 5,825	\$ 77,770	\$ 5,825	\$ 82,209	\$ 5,825	\$ 85,863
28	\$ 6,250	\$ 48,673	\$ 6,250	\$ 49,968	\$ 6,250	\$ 52,554	\$ 6,250	\$ 55,141	\$ 6,250	\$ 72,615	\$ 6,250	\$ 80,327	\$ 6,250	\$ 84,766	\$ 6,250	\$ 88,410
29	\$ 6,675	\$ 49,098	\$ 6,675	\$ 50,393	\$ 6,675	\$ 52,979	\$ 6,675	\$ 55,566	\$ 6,675	\$ 74,976	\$ 6,675	\$ 83,712	\$ 6,675	\$ 88,151	\$ 6,675	\$ 91,795
30	\$ 7,100	\$ 49,523	\$ 7,100	\$ 50,818	\$ 7,100	\$ 53,404	\$ 7,100	\$ 55,991	\$ 7,100	\$ 77,977	\$ 7,100	\$ 87,048	\$ 7,100	\$ 91,290	\$ 7,100	\$ 94,834

2001-2002 MEA SALARY SCHEDULE (BASED ON 181 DAYS)

Percent Increase on Base 2.000000%

Step	BA		BA+18		MA		MA+15		ED SP, MSW MA+30		ED SP+15, MSW+45		ED SP+30, MSW+60		ED SP+30, MSW+30		Article 24 - Salary			
	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	Doctorate	
1	100%	26,385	105%	27,704	115%	30,343	125%	32,982	130%	34,301	135%	35,620	140%	36,940	145%	38,259	150%	39,578	145%	38,259
2	105%	27,704	110%	29,024	120%	31,662	130%	34,301	135%	35,620	140%	36,940	145%	38,259	150%	39,578	155%	40,898	150%	39,578
3	110%	29,024	115%	30,343	125%	32,982	135%	35,620	140%	36,940	145%	38,259	150%	39,578	155%	40,898	160%	42,217	155%	40,898
4	115%	30,343	120%	31,662	130%	34,301	140%	36,940	145%	38,259	150%	39,578	155%	40,898	160%	42,217	165%	43,536	160%	42,217
5	120%	31,662	125%	32,982	135%	35,620	145%	38,259	150%	39,578	155%	40,898	160%	42,217	165%	43,536	170%	44,855	165%	43,536
6	125%	32,982	130%	34,301	140%	36,940	150%	39,578	155%	40,898	160%	42,217	165%	43,536	170%	44,855	175%	46,175	170%	44,855
7	130%	34,301	135%	35,620	145%	38,259	155%	40,898	160%	42,217	165%	43,536	170%	44,855	175%	46,175	180%	47,494	175%	46,175
8	135%	35,620	140%	36,940	150%	39,578	160%	42,217	165%	43,536	170%	44,855	175%	46,175	180%	47,494	185%	48,813	180%	47,494
9	140%	36,940	145%	38,259	155%	40,898	165%	43,536	170%	44,855	175%	46,175	180%	47,494	185%	48,813	190%	50,133	185%	48,813
10	145%	38,259	150%	39,578	160%	42,217	170%	44,855	175%	46,175	180%	47,494	185%	48,813	190%	50,133	195%	51,452	190%	50,133
11	150%	39,578	155%	40,898	165%	43,536	175%	46,175	180%	47,494	185%	48,813	190%	50,133	195%	51,452	200%	53,035	195%	51,452
12	156%	41,161	161%	42,481	171%	45,119	181%	47,758	186%	49,077	191%	50,397	196%	51,716	201%	53,035	204%	55,146	201%	53,035
13	164%	43,272	169%	44,592	179%	47,230	189%	49,869	196%	51,716	199%	52,507	204%	53,827	209%	55,146			209%	55,146
14	\$ 300	43,572	\$ 300	44,892	\$ 300	47,530	\$ 300	50,169	\$ 400	52,116	\$ 400	52,907	\$ 400	54,227	\$ 400	55,546			\$ 400	55,546
15	\$ 725	43,997	\$ 725	45,317	\$ 725	47,955	\$ 725	50,594	\$ 925	52,640	\$ 925	53,432	\$ 925	54,752	\$ 925	56,071			\$ 925	56,071
16	\$ 1,150	44,422	\$ 1,150	45,742	\$ 1,150	48,380	\$ 1,150	51,019	\$ 1,450	53,166	\$ 1,450	53,957	\$ 1,450	55,277	\$ 1,450	56,596			\$ 1,450	56,596
17	\$ 1,575	44,847	\$ 1,575	46,167	\$ 1,575	48,805	\$ 1,575	51,444	\$ 1,975	53,691	\$ 1,975	54,482	\$ 1,975	56,302	\$ 1,975	57,121			\$ 1,975	57,121
18	\$ 2,000	45,272	\$ 2,000	46,592	\$ 2,000	49,230	\$ 2,000	51,869	\$ 2,500	54,215	\$ 2,500	55,007	\$ 2,500	56,327	\$ 2,500	57,646			\$ 2,500	57,646
19	\$ 2,425	45,697	\$ 2,425	47,017	\$ 2,425	49,655	\$ 2,425	52,294	\$ 3,025	54,741	\$ 3,025	55,532	\$ 3,025	56,852	\$ 3,025	58,171			\$ 3,025	58,171
20	\$ 2,850	46,122	\$ 2,850	47,442	\$ 2,850	50,080	\$ 2,850	52,719	\$ 3,550	55,268	\$ 3,550	56,057	\$ 3,550	57,377	\$ 3,550	58,696			\$ 3,550	58,696
21	\$ 3,275	46,547	\$ 3,275	47,867	\$ 3,275	50,505	\$ 3,275	53,144	\$ 4,075	55,791	\$ 4,075	56,582	\$ 4,075	57,902	\$ 4,075	59,221			\$ 4,075	59,221
22	\$ 3,700	46,972	\$ 3,700	48,292	\$ 3,700	50,930	\$ 3,700	53,569	\$ 4,600	56,316	\$ 4,600	57,107	\$ 4,600	58,427	\$ 4,600	59,746			\$ 4,600	59,746
23	\$ 4,125	47,397	\$ 4,125	48,717	\$ 4,125	51,355	\$ 4,125	53,994	\$ 5,125	56,841	\$ 5,125	57,632	\$ 5,125	58,952	\$ 5,125	60,271			\$ 5,125	60,271
24	\$ 4,550	47,822	\$ 4,550	49,142	\$ 4,550	51,780	\$ 4,550	54,419	\$ 5,650	57,388	\$ 5,650	58,179	\$ 5,650	59,477	\$ 5,650	60,796			\$ 5,650	60,796
25	\$ 4,975	48,247	\$ 4,975	49,567	\$ 4,975	52,205	\$ 4,975	54,844	\$ 6,175	57,891	\$ 6,175	58,682	\$ 6,175	59,793	\$ 6,175	61,321			\$ 6,175	61,321
26	\$ 5,400	48,672	\$ 5,400	49,992	\$ 5,400	52,630	\$ 5,400	55,269	\$ 6,700	58,416	\$ 6,700	59,207	\$ 6,700	60,527	\$ 6,700	62,165			\$ 6,700	62,165
27	\$ 5,825	49,097	\$ 5,825	50,417	\$ 5,825	53,055	\$ 5,825	55,694	\$ 7,225	58,941	\$ 7,225	59,732	\$ 7,225	61,052	\$ 7,225	62,371			\$ 7,225	62,371
28	\$ 6,250	49,522	\$ 6,250	50,842	\$ 6,250	53,480	\$ 6,250	56,119	\$ 7,750	59,466	\$ 7,750	60,257	\$ 7,750	61,577	\$ 7,750	62,896			\$ 7,750	62,896
29	\$ 6,675	49,947	\$ 6,675	51,267	\$ 6,675	53,905	\$ 6,675	56,544	\$ 8,275	59,991	\$ 8,275	60,782	\$ 8,275	62,102	\$ 8,275	63,421			\$ 8,275	63,421
30	\$ 7,100	50,372	\$ 7,100	51,692	\$ 7,100	54,330	\$ 7,100	56,969	\$ 8,800	60,516	\$ 8,800	61,307	\$ 8,800	62,627	\$ 8,800	63,946			\$ 8,800	63,946

## Article 25 – Insurance

Upon submission of written application, the Board of Education agrees to provide the following insurance programs:

- A. The Marquette-Alger Intermediate School District Board shall provide health care protection with the following subsidy according to family status toward the purchase of MESSA Super Care I underwritten by Blue Cross/Blue Shield for those employees hired after July 1, 1990. Effective July 1, 1992, the Board of Education will reimburse the employee the equivalent of the insurance deductible upon submission of individual claim documentation.

### 1999-00, 2000-01 and 2001-02

Single	Not to Exceed	\$265.25 per mo.
Self & Spouse or Dependents	"	593.92 per mo.
Full Family	"	659.81 per mo.

Grandfather clause – the Marquette-Alger Intermediate School District Board shall pay up to Five hundred nine and 24/100ths dollars (\$509.24) per month per employee for 1996-97 toward Michigan Education Association Super Care I Insurance developed and administered by Michigan Education Special Service Association and/or option plans on a twelve-month (12) basis for each employee. Employees eligible to receive benefits under this clause must have been employed and working prior to July 1, 1980. Employees who take leaves of absence or apply for a new position within the Marquette-Alger Intermediate School District will retain their rights under the grandfather clause.

The employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$3,000.00 per year. The employer's qualified plan, which complies with Section 125 of the Internal Revenue Code, specifies the methods by which the cash option will be implemented.

The amount of the cash payment received may be applied by a bargaining unit member to a Tax-Deferred Annuity or as a cash option. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement as per Article 4/Section F. The program will become effective July 1, 1996.

- B. The Board shall provide Group Life Insurance protection in the amount of \$40,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above coverage at group rates by payroll deduction from retiree's State Teacher's Retirement checks.
- C. Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available on an optional basis.
- D. The Board shall provide Long Term Disability Insurance for each member of the bargaining unit provided that the premium for such insurance shall not exceed 41% of the member's gross salary. No benefits shall be paid during the first six (6) months of disability. Benefits shall begin to be paid with the first day of the seventh month of disability. The benefits shall be 60% of annual earnings (excluding all fringe benefits) at the time disability commenced. Benefit payments shall continue to age 65 or until termination of disability, whichever occurs first. Upon submission of written medical documentation regarding the severity and length of disability, the Board of Education will continue payment of the long term disability premium until such time as the employee is no longer disabled or until premiums are waived by the insurance carrier as set forth in their rules and regulations.
- E. The Marquette-Alger Intermediate School District Board shall provide during the 1999-02 school year, a self-funded dental program through an administrative insurance carrier selected by the Board at a comparable benefit level (Addendum A) that employees received during the 1996-99 school years, on a twelve (12) month basis for each employee.

## Article 25 – Insurance Continued

- F. Effective July 1, 1999, the Marquette-Alger Intermediate School District shall provide employees during the 1999-02 school years the MESSA Vision Plan VSP-3 on a twelve (12) month basis for each employee.
- G. The Board shall pay premiums for coverage specified in Paragraphs A, B, E, and F above based on the following:
1. Employees working full days for 135 days or more will receive full benefits described above in A, B, E, and F for the full calendar year.
    - a. Employees who are hired to work normal, full days, but who are not contracted for the 135-day year described above will receive health insurance based on the following formula:  
  
(Number of days in contract) DIVIDED BY (181 days) MULTIPLIED BY (12 months)  
EQUALS (number of months of full health insurance)  
  
The result of this calculation will be prorated to the nearest whole month.
  2. Employees working less than full work days or work weeks for a contract period will receive less than full premium payments as follows:
    - a. If the employee is scheduled to work 75% or more full-time equivalent days of the possible work days within a contract period, the Board will make full insurance premium payments for the contract period prorated to the nearest month.
    - b. If the employee is scheduled to work 50% or more but less than 75% full-time equivalent days of the possible work days within the contract period, the Board will make ½ of the insurance premium payments for the contract period prorated to the nearest month.
    - c. If the employee is scheduled to work less than 50% full-time equivalent days of the possible work days within a contract period, the Board will make no insurance premium payments. For employees Christine Zenti and Judy Henricksen, when working less than 50% full-time equivalent days of the possible work days within a contract period, the Board will make a payment for a portion of the insurance premium. The portion paid will be equal to the number of days to be worked within the contract period divided by the number of possible work days within the contract period.
  3. Other insurance benefits which the District determines cannot be paid on a prorated basis as described above shall be paid in full for employees working more than 50% full-time equivalent days of the possible work days within a contract period as described above.
  4. Should a bargaining unit member take a voluntary reduction in the number of work hours or the work year, that employee will be entitled to receive fringe benefits as specified above in paragraphs A, B, E, and F provided that prior to taking such reduction the employee was scheduled to work the number of days which entitled him/her to benefits as specified herein.
- H. The Administration will post notification in each building informing bargaining unit members of the open enrollment period. It is the responsibility of the administration to inform and explain the fringe benefit options to new employees.

If an individual member has a change in personal status (marriage, newborn, etc.) it is the individual's responsibility to inform the Business Office of any changes in status.

**Article 26 – Contractual Days Agreement**

The total number of Christmas and Spring holidays will be determined by the Board on an individual basis. For the 1999-02 school year, the total number of professional service days shall be one-hundred eighty (180) plus one (1) inservice day for each year. The Association members will donate one (1) additional day each year.

The Association and Board will develop into the school calendar additional days which may need to be made up if said days cannot be counted as a day of instruction.

**Article 27 – Mileage**

All employees shall be reimbursed at the Internal Revenue Service rate (IRS) for transacting any District business requiring the use of his/her car (Addendum B), requested by the Superintendent and/or Supervisor. The mileage rate is subject to annual IRS adjustment.

**Article 28 – Duration**

All articles of this agreement shall be effective July 1, 1999 through June 30, 2002. Either party may terminate this Agreement as of June 30, 2002 by giving written notice to the other party on or before March 1, 2002. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year unless and until written notice of termination is given on or before March 1 of any subsequent contract anniversary date.

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

By Robert P. Viale  
President

By June M. Schaefer  
Secretary

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION

By Robert M. J. [Signature]  
President

By Janice R. Poberzyny  
Secretary

MICHIGAN EDUCATION ASSOCIATION

By Sheree A. Gembolis

**ADDENDUM A**  
**SUMMARY OF DENTAL PLAN BENEFITS**  
**Marquette-Alger Intermediate School District**

1. PLAN EFFECTIVE DATE - October 1, 1989
2. WAITING PERIOD - Employees hired after July 1, 1989 who are eligible for dental benefits are automatically covered on the first day of the month following the date of hire.
3. ELIGIBLE PERSONS - All certified and approved employees of the employer. Also eligible are your legal spouse and dependent children, to-wit:

Eligible Persons (dependents) include your spouse and your unmarried children from birth until the end of the calendar year of their 19<sup>th</sup> birthday, your unmarried children who are between the ages of 19 and the end of the calendar year of their 25<sup>th</sup> birthday and your unmarried children who are full-time students at any age. Unmarried children between the ages of 19 and 25 and unmarried children who are full-time students, age 25 or older, must be dependent on you for a majority of their support.

NOTE: If your child is mentally or physically handicapped when coverage would terminate due to his/her age, coverage may be continued by submitting to MAISD within thirty-one (31) days prior to termination, written proof that your child is incapable of self sustaining employment by reason of mental or physical handicap and that your child is dependent upon you for the majority of his/her support and maintenance. The coverage on your child may be continued, but not beyond the termination of such incapacity and such dependence. Under no circumstances will mental illness be considered a cause of incapacity nor will it be considered a basis for continued coverage. A physician's certificate certifying the existence of physical or mental incapacity described is submitted to MAISD in such form as MAISD may prescribe.

4. SELECTED BENEFITS
  - Class I Benefits - Basic Dental Services
  - Class II Benefits - Prosthodontic Dental Services
  - Class III Benefits - Orthodontic Dental Services (to age 19)
5. SELECTED PERCENTAGES
  - Class I Benefits - 100% (diagnostic, preventive, and emergency palliative)
  - Class I Benefits - 90% (balance of Class I Benefits, including radiographs)
  - Class II Benefits - 90%
  - Class III Benefits - 90%
6. MAXIMUM CONTRACT BENEFIT - \$1,000 per person per contract year on Class I and Class II Benefits. The District's payment for Class III Benefits shall not exceed a lifetime maximum of \$1,500 per eligible person.
7. DEDUCTIBLE - None
8. ENROLLMENT - Where two subscribers are enrolled under the same group and are legally married to each other, they shall be enrolled under two application cards and shall receive benefits under separate contracts. For eligible dependent children, the contract of the subscriber whose birthday anniversary (month/day) occurs earlier in the calendar year shall be primary.

**ADDENDUM A Continued**  
**SUMMARY OF DENTAL PLAN BENEFITS**

**CLASS I BENEFITS:**

1. **DIAGNOSTIC SERVICES:**  
Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: examinations; consultations; diagnosis and diagnostic aids.
2. **PREVENTIVE SERVICES:**  
Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.
3. **RESTORATIVE SERVICES**  
Services usually employed dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.
4. **ORAL SURGERY SERVICES:**  
Extraction and other oral surgery procedures usually employed by a dentist.
5. **ENDODONTIC SERVICES:**  
Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e., root canals).
6. **PERIODONTIC SERVICES:**  
Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

**CLASS II BENEFITS:**

Prosthetic services defined as bridges and partial and complete dentures. In other words, appliances that replace missing natural teeth.

**CLASS III BENEFITS:**

Orthodontic services defined as treatment and procedures required for the correction of malposed teeth.

## ADDENDUM B

### ALLOWABLE MILEAGE REIMBURSEMENT FOR TRANSACTING SCHOOL RELATED BUSINESS

1. Board of Education policy states: Employees who use their personal car for District business will be reimbursed at the Internal Revenue Service Rate (IRS) per mile. Mileage will be determined by the most direct way between destinations.
2. The employee and department administrator should have a prior understanding of how mileage will be reimbursed for school business activities.
3. If an employee's normal assignment is to one district, mileage reimbursement will not be allowable except for school related travel between buildings in that district or when required outside of that district.
4. Mileage reimbursement from home to MAISD Administration Building when the normal work day begins at the office is not an allowable expense.

By way of illustration, the following explains claims for mileage reimbursement.

1. If an employee/consultant's assignment is changed to another specific work location, the financial impact of that change will be discussed with the employee prior to said assignment.
2. If an employee/consultant serves multiple districts and leaves from home, mileage may be claimed from home or the Administration Building, whichever is shorter by the most direct route.
3. If an employee serves the same two districts daily, mileage reimbursement will not be allowable from his/her home to the first district; however, if they need to travel to a second district or outside that district, mileage reimbursement can be claimed.
4. If a consultant is assigned to serve multiple districts, actual miles from home to the first district or from the Administration Building, whichever is less, may be claimed for reimbursement.
5. If a consultant starts the day at the Administration Building and then visits a school district and goes directly home, mileage reimbursement may be claimed from the Administration Building to the school district and back or the Administration Building to the school district then home, whichever is shorter.

If a disagreement arises between the employee and immediate supervisor outside the general guidelines established above, the matter can be forwarded to the Labor-Management Committee for study and possible resolution. If the matter cannot be resolved, the employee may utilize the contractual grievance procedure.





