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MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
CONTRACTUAL AGREEMENT

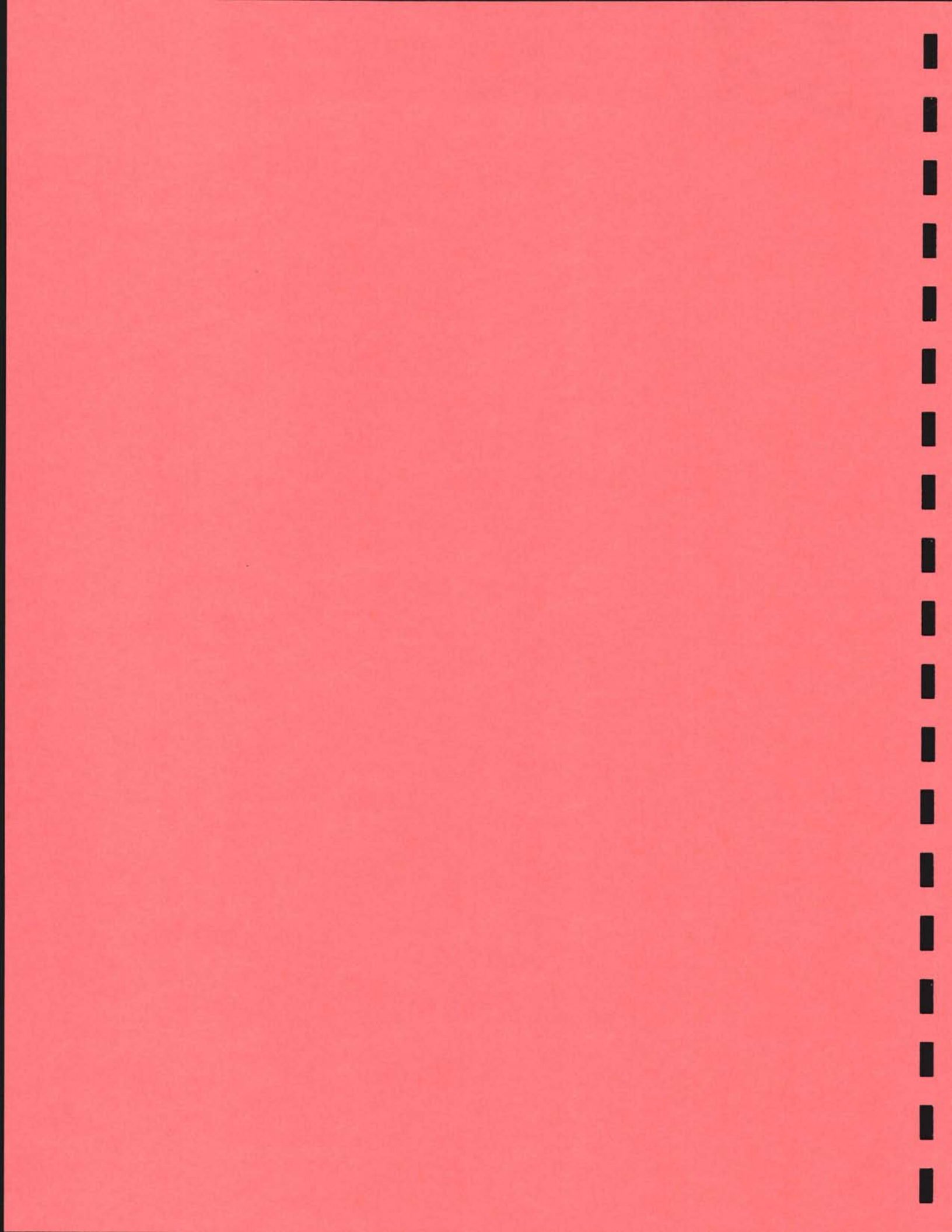
BETWEEN

THE MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

AND

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
CERTIFIED AND APPROVED EMPLOYEES

*Marquette-Alger Intermediate School District*



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## MASTER AGREEMENT, 1992-93

This agreement is entered into this 1st day of July, 1992, 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,

WHEREAS, this contract is in effect from July 1, 1992 to June 30, 1993.

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 of the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aide and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other applicable laws and regulations. (The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere).
- C. The Association and its representatives shall have the right to use the Intermediate Office Conference Room when available during non-working hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of the room before the commencement of the office day or until 6 P.M.

Article 2 - Association and Employee Rights (cont'd)

- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in the Intermediate Office at reasonable times, provided that this shall not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.
- E. The Association shall have the right to use the office facilities and equipment, including typewriters, duplicating equipment and all types of audio-visual equipment which are not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of Association concern on its bulletin board in the Intermediate School Office. The Association may use the direct mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- G. The Board agrees to furnish to the Association in response to 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.
  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.



Article 3 - Agency Relationship and Association Membership (cont'd)

- 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.
- 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

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

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 \_\_\_\_\_

-----  
REVOCATION OF AUTHORIZATION FOR PAYROLL DEDUCTION

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

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

- 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;
- 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.
- B. Any individual contract between the Board and the individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement for the duration, shall be controlling.
- C. This Agreement shall supersede any rule, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed, or considered for employment by the Board.

Article 7 - Miscellaneous Provisions (cont'd)

- 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.



Article 9 - Professional Grievance Procedure (cont'd)

- 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 B)

"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

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.

Article 9 - Professional Grievance Procedure (cont'd)

- 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

- 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.

Article 10 - Illness or Personal Leave (cont'd)

- C. An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, may be granted an unpaid leave of absence for the duration of the illness or disability, but not to exceed one year. The Board reserves the right to adjust the termination date of any leave granted under this Section in order to conform the same to the beginning of a new semester.

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

The Board of Education will continue health care benefits 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.

- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits provided in Article 11, Section A, to the extent that the Board make payments to a teacher for that portion of his salary not reimbursed under Workmen's Compensation Law, said partial payments shall be charged prorata against the employee's accumulated and additional sick leave days.
- E. An employee absent from work because of mumps, scarlet fever, measles or chickenpox shall receive his daily rate of pay to a maximum of 30 days and thereafter be charged against the employee's sick leave. If or when the total sick leave is used, the additional days shall be charged against the employee at his daily rate of pay. Such benefits shall commence with a physician's written verification.
- F. Two (2) days leave per year may be granted to each employee for personal business 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.

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 ( $\frac{1}{2}$ ) his annual salary.
- B. An employee, upon return from a sabbatical leave, shall be returned to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he worked in the District during such a period.
- C. A maximum of one employee per year (full time equivalent) based upon seniority will be granted sabbatical leave.

Article 12 - Unpaid Leaves 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) of his/her child. The leave period shall be for a period of time up to one year. The Board reserves the right to adjust the termination date of any leave granted under this Section in order to conform the same to the beginning of a new semester. 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. Need for further leave will be considered by the Board upon request of the employee. Should the course of nature be interrupted or should the death of the child occur within the period of leave, the above rules may be relaxed under such conditions as the Board of Education may prescribe.
- 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

Article 12 - Unpaid Leaves of Absence (cont'd)

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. Leave of military service will be granted in accordance with Michigan State Law, that being sections 388.421 and 388.422 of the School Code of 1955, and the compiled laws of 1948 as supplemented.
- E. All leaves of absence may be extended upon request by the employee and approval by the Board of Education.

Article 13 - Terminal Leave and Early Retirement

- 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. As an assistance for early retirement, the Board agrees to provide those employees who meet the requirements under the Michigan Public School Employees Retirement System and have had ten (10) years of service at MAISD.
- C. Assistance payment shall consist of the following for those members qualifying, are retiring and have obtained the required years of service in the Michigan Public School Retirement System on August 15th of that school year.

	<u>Service Credit</u>	<u>Assistance Payment</u>
Level I	30 years of service credit	\$8,000
Level II	25 years of service credit	\$7,000
Level III	20 years of service credit	\$6,000

Assistance payments will be made on a lump sum payment provided that written application is received and verification of years of service from MSPERS. There will be no proration of assistance payment between service credit years.



Article 13 - Terminal Leave and Early Retirement (cont'd)

- D. Benefits under this provision (paragraph C) shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.
- E. 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.
- F. An employee may continue his hospitalization benefits as provided by the rules and regulations of the insurance carrier.
- G. The employee will not receive terminal or the assistance 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.
- H. 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.



Article 14 - Working Conditions (cont'd)

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 15th. 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 hrs. 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 hrs. 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.

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

Article 14 - Working Conditions (cont'd)

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 ( $\frac{1}{2}$ ) day per week for coordination time, as recommended by the Michigan State Department of Education, and additional time as required and as approved by the Superintendent.

C. State Certified School Psychologist

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

Article 14 - Working Conditions (cont'd)

3. The Psychologist will have a private telephone extension and adequate time in the office to prepare reports, plan his/her program and to consult with members of the Special Education and office team.

D. Type "C" Teacher Consultants

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

E. Teacher-Consultant, Emotionally Disturbed

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

F. School Social Worker

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

Article 14 - Working Conditions (cont'd)G. Trainable (Type "B") Classroom Teacher

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

H. Teacher Counselor for Physically Handicapped

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

I. Home Consultant for Preschool Handicapped Children

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

J. Coordinator of Speech Therapy

1. The Coordinator of Speech Therapy shall carry one-half ( $\frac{1}{2}$ ) regular therapy caseload in one elementary school; the remaining time to be distributed as follows: 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.

Article 14 - Working Conditions (cont'd)

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.

M. Curriculum Resource Specialist

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

N. Pre-School Consultant

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

1. The identification of all pre-school handicapped children.



Article 14 - Working Conditions (cont'd)

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.

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



Article 14 - Working Conditions (cont'd)

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., childcare, 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

- A. 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.
- B. 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.

Article 16 - Employee Evaluation (cont'd)

## C. Evaluation Procedure

1. The observation of an employee shall not be for less than one (1) class period or lesson.
2. 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.
3. 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.
4. Evaluations will not occur during the first thirty (30) days of the contract year (or employment). All evaluations will be completed (signed off) by May 1, unless extenuating circumstances arise.
5. 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.

- D. 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 ProcedureLayoff 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.

Article 17 - Layoff and Recall Procedure (cont'd)

- 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. 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.
- B. 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.

Article 17 - Layoff and Recall Procedure (cont'd)

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

- C. 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 pro rata 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 25th 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 25th.
- 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 remunerations 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 seeks 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,



Article 22 - Professional Behavior (cont'd)

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 EthicsA. 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: NEA, 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.

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.

Article 23 - Code of Ethics(cont'd)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 1992-93 school year. Association members will donate one (1) additional day.

## B. Salary Schedules:

1992-93

- Base - \$21,036 - 12 Steps
- Two Longevity Schedules:

Article 24 - Salary (cont'd)

BA through MA+15		MEA Longevity LEVEL A
Step 13	-	\$1800
Step 14	-	\$2400
Step 15	-	\$2800
Step 16	-	\$3300
Step 17	-	\$4000

(years and over)

MA+30 and ABOVE		MEA Longevity LEVEL B
Step 13	-	\$1900
Step 14	-	\$2800
Step 15	-	\$3200
Step 16	-	\$3700
Step 17	-	\$5400

(years and over)

- C. The base salary for the 1992-93 school year will be \$21,036.
- D. Salaries shall be paid based upon twenty-six (26) equal or twenty (20) equal installments, bi-weekly.
- E. 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.
- F. 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.



6% on Base		BA		BA + 18		MA		92-93		MEAS		SALARY		SCH EDULE		ED SP + 30			
STE	%	BA	%	BA + 18	%	MA	%	MA + 15	%	ED SP	MSW	MA + 30	%	ED SP + 15	MSW + 15	MA + 60	%	DOCTORAT	
1	100%	21036	105%	22087	115%	24191	125%	26295	130%	27346	28398	135%	28398	140%	29450	145%	30502	150%	31554
2	105%	22087	110%	23139	120%	25243	130%	27346	135%	28398	29450	140%	29450	145%	30502	150%	31554	155%	32605
3	110%	23139	115%	24191	125%	26295	135%	28398	140%	29450	30502	150%	31554	155%	32605	160%	33657	165%	34709
4	115%	24191	120%	25243	130%	27346	140%	29450	145%	30502	31554	150%	32605	155%	33657	160%	34709	165%	35761
5	120%	25243	125%	26295	135%	28398	145%	30502	150%	31554	32605	155%	33657	160%	34709	165%	35761	170%	36812
6	125%	26295	130%	27346	140%	29450	150%	31554	155%	32605	33657	160%	34709	165%	35761	170%	36812	175%	37864
7	130%	27346	135%	28398	145%	30502	155%	32605	160%	33657	34709	165%	35761	170%	36812	175%	37864	180%	38916
8	135%	28398	140%	29450	150%	31554	160%	33657	165%	34709	35761	170%	36812	175%	37864	180%	38916	185%	39968
9	140%	29450	145%	30502	155%	32605	165%	34709	170%	35761	36812	175%	37864	180%	38916	185%	39968	190%	41020
10	145%	30502	150%	31554	160%	33657	170%	35761	175%	36812	37864	180%	38916	185%	39968	190%	41020	195%	42282
11	150%	31554	155%	32605	165%	34709	175%	36812	180%	37864	38916	185%	39968	190%	41020	195%	42282	200%	43534
12	156%	32816	161%	33867	171%	35971	181%	38075	186%	39126	40178	191%	41230	196%	42282	200%	43534	205%	44996

BA THRU MA + 15  
 MEA LONGEVITY  
 MA + 30 and ABOVE

13	\$1,000.00	13	\$1,900
14	\$2,400.00	14	\$2,800
15	\$2,800.00	15	\$3,200
16	\$3,300.00	16	\$3,700
17	\$4,000.00	17	\$5,400





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, 1980. Effective July 1, 1992, the Board of Education will reimburse the employee the equivalent of the insurance deductible upon submission of individual claim documentation.

1992-93

Single	Not to Exceed	\$175.03 per mo.
Self & Spouse or Dependents	"	391.29 per mo.
Full Family	"	434.64 per mo.

Grandfather clause - the Marquette-Alger Intermediate School District Board shall pay up to Four Hundred Thirty-Four and 64/100ths dollars (\$434.64) per month per employee for 1992-93 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.

Employees not taking health insurance benefits will receive \$2500 per year toward a current Board-approved deferred plan. To receive this benefit, an employee must be full-time and eligible to receive paid insurance from the Board.

- B. The Board shall provide Group Life Insurance protection in the amount of \$30,000 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

Article 25 - Insurance (cont'd)

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 1992-93 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 1988-89 school year, on a twelve (12) month basis for each employee.
- F. Effective July 1, 1992, the Marquette-Alger Intermediate School District shall provide employees during the 1992-93 school year the MESSA Vision Plan VSP-3 on a twelve (12) month basis for each employee.
- G. The Board shall pay the premiums for coverage specified in paragraphs A, B, E and F above based upon the following:
  1. The Board will pay full premium for regular full-time employees working 135 full time equivalent days (75% or more).
  2. If an employee is less than 180 days, full time, the Board will pay one-half ( $\frac{1}{2}$ ) of the premium for regular employees working 90 full time equivalent days (50%) but less than 135 full time equivalent days (75%).
  3. Other insurance benefits which the district determines cannot be paid on a prorated basis as described above shall be paid in full for regular full time employees working to F.T.E. days (50%) or more.
  4. Should a bargaining unit member take a voluntary reduction in the number of work hours or work year, that employee will be entitled to receive fringe benefits as specified above provided that prior to taking such reduction the employee was scheduled to work the number of days which entitled him to benefits as specified herein.
  5. An employee hired on a full time basis, but less than the actual number of days specified above, will be provided health insurance coverage prorated to the nearest full month by dividing the actual days worked by the normal (181) annual days worked by a regular full time employee.
- 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 1992-93 school year, the total number of professional service days shall be one-hundred eighty (180) plus one (1) inservice day. The Association members will donate one (1) additional day.

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, 1992 through June 30, 1993. Either party may terminate this Agreement as of June 30, 1993, by giving written notice to the other party on or before March 1, 1993. 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 *Diana Ferraro*  
President

By *John C. Nyepli*  
Secretary

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION

By *Elizabeth Burke-Coduti*  
President

By *William R. Tarbo*  
Secretary

MICHIGAN EDUCATION ASSOCIATION

By \_\_\_\_\_

**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 19th birthday, your unmarried children who are between the ages of 19 and the end of the calendar year of their 25th 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

(cont'd)

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.

9. **TERMINATION** - Benefits will cease on the last day of the month in which the employee is terminated.

**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:**

Extractions 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:**

Prosthodontic 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.

**SEVERANCE CLAUSE- LETTER OF UNDERSTANDING  
FOR TRANSITION**

Upon receipt of a written letter of resignation from an employee who has been laid off as a result, either directly or indirectly, of the transfer of special education programs to local school districts by the Board of Education, that employee will be compensated at the rate of \$100 per year for each full year of employment as of June 30, 1992 at the Marquette-Alger Intermediate School District. The maximum payment to be \$1500. It is understood that to be eligible for this benefit, an employee must submit a letter of resignation to the Board and such letter will release the Board of Education from any further obligation for recall, tenure and/or any other claims made against the Board of Education. The Association will indemnify and hold harmless the Board against any claims or suits against the district that might arise through this Severance Agreement.

The Board of Education will pay health care protection for the months of July and August, 1992 to those employees who have accepted a position with a constituent school district who will next year operate the transferred special education programs and services from MAISD. This benefit will be discontinued immediately should an employee accept employment and then file for unemployment compensation.

Teachers may choose to return to employment with MAISD for the 1993-94 school year provided the employee submits to the district written notice of intent to return no later than April 1, 1993. Any teacher choosing to return to Marquette-Alger Intermediate School District will also simultaneously submit a written letter of resignation to the Board of Education of the constituent school district. At the conclusion of the one year leave, A MAISD teacher shall:

1. Submit a letter of resignation to Marquette-Alger Intermediate School District not later than April 1, 1993;
2. Declare in writing by April 1, 1993 his/her decision to return from leave of absence status, subject to all rights and obligations contained in the Collective Bargaining Agreement between Marquette-Alger Intermediate School District Board of Education and the Association.

The parties have reviewed this letter of understanding, and it is with their mutual consent that they affix their signature.

Dated 19th day of May, 1992.

MARQUETTE-ALGER EDUCATION ASSOCIATION

Elizabeth H. Burke-Coduti  
William R. Tatro

MARQUETTE-ALGER INTERMEDIATE BOARD OF EDUCATION

Patricia Fochman  
Louis C. Pappas

MEMORANDUM OF AGREEMENT

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
VOLUNTARY SEVERANCE RETIREMENT INCENTIVE PLAN

It is hereby agreed by and between the Board of Education of the Marquette-Alger Intermediate School District (hereinafter referred to as the "Board" and the Marquette-Alger Certified and Approved Association (hereinafter referred to as the "Association") as follows:

1. The Voluntary Severance Retirement Incentive Plan (VSRIP), attached hereto as Appendix A and incorporated herein by reference, shall be implemented according to its terms and conditions as set forth therein, as a one time, single opportunity benefit, at the option of those eligible employees in the bargaining unit represented by the Association for voluntary severance and retirement at the conclusion of the 1991-92 school year.

2. Those eligible employees from the bargaining unit electing to participate in the VSRIP and retire at the conclusion of the 1991-92 school year shall receive the benefit specified in the VSRIP and all other benefits to which they would otherwise be entitled upon their retirement according to the terms and provisions of the 1991-92 collective bargaining agreement between the Board of Education and the Certified and Approved Association, except that the benefits provided in Article 13 - Terminal Leave and Early Retirements shall not receive the higher assistance payment to any eligible employee participating in the VSRIP by the fact of receiving the benefit of the purchase of three (3) years of service credit by the Board under Section 69F of the Michigan Public School Employees Retirement Act MCL 38.1369F, by direct payment from the Board to the Michigan Public School Employees Retirement System if any portion of the three years purchased were necessary to qualify for retirement at the conclusion of the 1991-92 school year. For those eligible employees retiring under the terms of the VSRIP and receiving VSRIP benefits for the direct purchase of three years early retirement assistance payment found in Article 13, Section C. will be due and payable in a lump sum payment in the amount so indicated in Article 13 (C) with the exception that counting the purchase of three (3) service credit years shall not be included to move an employee to a different level. All eligible employees electing to participate and retire at the conclusion of the 1991-92 school year under the terms of the VSRIP shall receive full payment of the terminal leave and early retirement according to the terms of Article 13 with the noted exception above in the collective bargaining agreement between the Board and the Association.

3. It is hereby expressly agreed by the parties hereto that any vacancies created by retirements pursuant to the VSRIP may not be filled by transfers of existing members of the bargaining unit.

4. This Memorandum of Agreement, including the terms of the VSRIP, Appendix A, constitutes the sole and entire agreement between the Board and the Association regarding the implementation of the VSRIP and shall not establish any practice or precedent for the future negotiations or dealings between the Board and the Association.

This Memorandum of Agreement is entered into this 19th day of May 1992 by and between the Board and the Association, whose authorized representatives have affixed their signatures as follows:

BOARD OF EDUCATION MARQUETTE-ALGER  
INTERMEDIATE SCHOOL DISTRICT

MARQUETTE-ALGER CERTIFIED AND APPROVED  
ASSOCIATION

By *Patricia Forchini*  
Its *President*

By *Elizabeth H. Burke-Coduti*  
Its \_\_\_\_\_

By *Louis M. Mizeplich*  
Its *Secretary*

By *William R. Taylor*  
Its \_\_\_\_\_

## APPENDIX A

## MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

## VOLUNTARY SEVERANCE RETIREMENT INCENTIVE PLAN

This Voluntary Severance Retirement Incentive Plan (VSRIP) is instituted effective May, 19th, 1992 by authorization of the Board of Education Negotiations Team. The eligibility requirements, benefits, conditions, and other applicable rules and stipulations of this Plan are as follows:

I. Eligibility and Qualifications

- A. This VSRIP is instituted as a one time offer to those employees who are members of the bargaining unit represented by the Marquette-Alger Certified and Approved Association ("Association") and who are eligible to participate according to the eligibility requirements set forth herein and who submit their resignations for the purpose of retirement under the Michigan Public School Employees Retirement System (MPSERS) effective at the conclusion of the 1991-92 school year, according to the terms and conditions of the VSRIP as hereinafter set forth.
  
- B. Employees of the Marquette-Alger Intermediate School District who are members of the bargaining unit represented by the Association, who are presently actively employed during the second semester of the 1991-92 school year, who have been employed by the Marquette-Alger Intermediate School District on a full-time basis for a minimum of ten years, and who currently qualify or will qualify for retirement under the Michigan Public School Employees Retirement System at the conclusion of the 1991-92 school year or can become qualified for retirement at the conclusion of the 1991-92 school year through the purchase of generic service credit under Section 69f, of the Michigan Public School Employees Retirement Act (MPSERS), MCL 38.1369f. are eligible for participation in the Voluntary Severance Retirement Incentive Plan. Eligible employees who wish to apply for the Voluntary Severance Retirement Incentive Plan must submit a signed and fully executed VSRIP Application/Retirement Resignation and VSRIP Agreement and Waiver/Release of Claims, which are attached hereto and incorporated herein respectively as Attachments "A" and "B". Said VSRIP Application/Retirement Resignation and VSRIP Agreement and Waiver-Release of Claims must be received at the Personnel Office of the School District not later than 4:00 p.m., July 15, 1992. Failure to provide the properly executed VSRIP Application/Retirement Resignation and/or VSRIP Agreement and Waiver/Release of Claims will result in ineligibility and the forfeiture of all benefits due under the VSRIP.



## II. Provisions

- A. For those eligible employees electing to participate in the VSRIP and who are qualified for the purchase of three (3) years of service credit under Section 69f. of the Michigan Public School Employees Retirement Act, MCL 38.1369f, the Board of Education shall purchase for each of them three (3) years of such service credit, no more or no less. Payment will be made directly to the Michigan Public School Employees Retirement System as a direct contribution, the amount of payment being that required by the Michigan Public School Employees Retirement System, according to the actuarial cost computation pursuant to section 79 of the Act, MCL 38.1379, to purchase the three (3) years of service credit. This is the sole and exclusive benefit to be paid to these eligible employees under the terms of the VSRIP.

For those eligible employees electing to participate in the VSRIP who are not qualified for the purchase of three (3) years of service credit pursuant to Section 69f. of the Michigan Public School Employees Retirement Act, MCL 38.1369f, the Board of Education shall make three (3) cash payments to each of them in the amounts equal to seventeen percent (17%) of the particular eligible employee's 1991-92 base teaching salary payable September 1, 1992, seventeen percent (17%) of the particular eligible employee's 1991-92 base teaching salary payable as a second payment on September 1, 1993, and sixteen percent (16%) of the particular eligible employee's 1991-92 base teaching salary payable as a third and final payment on September 1, 1994. These eligible employees may elect to have said payments paid into a designated annuity. In the event the eligible teacher dies prior to receiving full payment of the amounts designated herein, the remaining payments shall be made by the Board of Education to the beneficiary designated by the eligible employee in the VSRIP Agreement and Waiver/Release of Claims document.

- B. There must be a minimum of 4 eligible employees participating in the VSRIP and retiring pursuant thereto as a precondition for the VSRIP to be implemented and the benefit thereof to become payable. Should there be less than 4 eligible employees electing to participate in the VSRIP, the VSRIP Application/Retirement Resignation and VSRIP Agreement and Waiver/Release of Claims submitted by each of those who elected to participate shall become null and void. The Board of Education reserves the right to limit the total number of otherwise eligible employees who may participate in the VSRIP.
- C. The VSRIP will exist only during the above specified period of the 1991-92 school year. It is expressly understood that the Board of Education and the School District does not plan to offer any such incentive during succeeding years.



- D. VSRIP retirees shall be entitled to all other benefits for which they would otherwise qualify upon retirement under the terms of the 1991-92 collective bargaining agreement between the Board of Education and the Association, except the benefit provided by Article 13 - Terminal Leave and Early Retirement shall be paid in a lump sum payment following retirement to any eligible employee participating in the VSRIP and receiving the benefit of the purchase of three (3) years of service credit by the Board under Section 69f of the Michigan Public School Employees Retirement Act, MCL 38.1369f, by direct payment from the Board to the Michigan Public School Employees Retirement System if any portion of the three years purchased were necessary to qualify for retirement at the conclusion of the 1991-92 school year. Purchased service credit years cannot be counted to advance an employee to the next assistance payment level.

ATTACHMENT "A"

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
VOLUNTARY SEVERANCE RETIREMENT INCENTIVE PLAN  
APPLICATION/RETIREMENT RESIGNATION

I, the undersigned employee, hereby elect to participate in the Voluntary Severance Retirement Incentive Plan and receive the benefit thereof. I do hereby:

1. Tender my voluntary and irrevocable resignation from my employment with the Marquette-Alger Intermediate School District for the purpose of retirement effective at the end of the 1991-92 school year, according to the terms and conditions of the Voluntary Severance Retirement Incentive Plan.
2. Agree to execute the Voluntary Severance Retirement Incentive Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein.

I hereby acknowledge and state that I have carefully read and fully understand the terms and conditions of the Voluntary Severance Retirement Incentive Plan, including Attachments "A" and "B" and I do hereby elect to participate therein and receive the benefit thereof. In consideration and exchange therefor, I do hereby tender my voluntary and irrevocable resignation from employment with the Marquette-Alger Intermediate School District for the purpose of retirement, effective at the end of the 1991-92 school year, according to the terms and conditions of the Voluntary Severance Retirement Incentive Plan. I also agree to execute the Voluntary Severance Retirement Incentive Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein. I hereby acknowledge and state that I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Voluntary Severance Retirement Plan, that such rejection would have absolutely no impact or consequence on my current or future employment with the Marquette-Alger Intermediate School District.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Employee Signature)

Accepted by the Marquette-Alger Intermediate School District

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Its \_\_\_\_\_

**ATTACHMENT "B"**  
**MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT**  
**VOLUNTARY SEVERANCE RETIREMENT INCENTIVE PLAN**  
**AGREEMENT AND WAIVER/RELEASE OF CLAIMS**

This Voluntary Severance Retirement Incentive Plan Agreement Waiver/Release of Claims is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by, between and among (hereinafter "Employee"), the Board of Education of the Marquette-Alger Intermediate School District (hereinafter "Board"), and the Marquette-Alger Certified and Approved Association (hereinafter the "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Voluntary Severance Retirement Incentive Plan (VSRIP) and accepts the benefit of the VSRIP as described therein. Further Employee acknowledges and agrees that he/she has submitted his/her resignation from employment with the Marquette-Alger Intermediate School District for the purpose of retirement effective at the conclusion of the 1991-92 school year, according to the terms and conditions of the VSRIP, voluntarily and that such resignation is irrevocable when accepted by the Board subject to the terms of the VSRIP. Further, Employee acknowledges and understands that he/she could have rejected the offer to participate in the VSRIP and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment with the Marquette-Alger Intermediate School District.

2. The Board acknowledges and agrees that it shall provide the VSRIP benefit to Employee according to the terms and conditions of the VSRIP as described therein.

3. Employee acknowledges and agrees that in consideration of an exchange for the VSRIP benefit he/she hereby agrees to discharge, waive and release the Board, including its individual Board members, employees and/or agents and the Association, including its individual members, employees and/or agents from any and all claims, charges, demands and/or causes of action of any kind whatsoever, including those for breach of contract, deprivation of constitutional rights, discrimination with respect to handicap, age, sex, religion, race and/or marital status which may have arisen under the Federal Civil Rights Act and/or Age Discrimination in Employment Act and/or the Michigan Elliott-Larsen Civil Rights Act, personal injuries and/or damages including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation, and any other kind of contractual, legal or equitable claim arising during and from his/her employment with and/or from his/her separation and retirement from the Marquette-Alger Intermediate School District pursuant to the terms of the VSRIP, which Employee has or may presently have against any of them.

4. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public School Employees Retirement System to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had the opportunity to seek and obtain

information and advice with respect to his/her retirement eligibility and benefits under the Michigan Public School Employees Retirement System, including the impact and consequences of the VSRIP benefit thereon and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the Board, including its individual Board members, employees and/or agents and the Association, including its individual members, employees and/or agents have not made any representation or provided any advice with regard to his/her eligibility or benefits under the Michigan Public School Employees Retirement System and he/she agrees that he/she will not attempt to hold them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility and/or benefits with the Michigan Public School Employees Retirement System as a result of his/her retirement and the acceptance of the VSRIP benefit. This does not affect Employee's right to pursue any such dispute with the Michigan Public School Employees Retirement System.

5. Employee acknowledges and agrees that he/she is solely responsible for any tax liability and/or consequences regarding payment of the VSRIP benefit and that he/she has had the opportunity to seek and obtain information and advice with respect to the tax liability and/or consequences of the payment of the VSRIP benefit. Further, Employee acknowledges and agrees that the Board, including its individual Board members, employees and/or agents, and the Association, including its individual members, employees and/or agents, have not made any representations or provided any advice with regard to his/her tax liability and/or consequences as a result of the payment of the VSRIP benefit and agrees that he/she will not attempt to hold them responsible with respect to any tax liability and/or consequences which may arise as a result of the payment of the VSRIP benefit to him/her.

6. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/Release and the decision to retire and participate in the VSRIP. Further, Employee acknowledges that he/she has a period of seven (7) days following the signing of this Agreement and Waiver/Release within which to revoke any waiver or discharge of an age discrimination claim. Any waiver of age discrimination claims shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, this Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date it is signed. Further, Employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the VSRIP and any eligibility factors and/or time limits applicable to receive payment of that benefit. Also, Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or neglected to receive the VSRIP benefit and the ages of any individuals in the bargaining unit who are not eligible for the VSRIP benefit.

7. Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and terms of this Agreement and

Waiver/Release. Employee acknowledges that he/she has carefully read and fully understands all of the provisions of this Agreement and Waiver/Release which sets forth the entire agreement between the parties hereto. Employee further acknowledges that he/she has not relied upon any representation or statement, written or oral, not set forth in this document. Further, Employee acknowledges that he/she has entered into this Agreement and Waiver/Release and has submitted his/her resignation pursuant to the VSRIP voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the Board, including its individual Board members, employees and/or agents, nor by the Association, including its individual members, employees and/or agents.

8. Employee and the Board acknowledge and agree that this Agreement and Waiver/Release shall become effective immediately upon execution by the parties. Employee acknowledges and agrees that this Agreement and Waiver/Release is binding upon his/her spouse, heirs, personal representatives and agents. The Board acknowledges and agrees that this Agreement and Waiver/Release is binding upon its officers, trustees, directors, representatives and agents.

This Agreement and Waiver/Release of Claims is entered into by me this day of \_\_\_\_\_, 1992, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS!

READ CAREFULLY AND COMPLETELY BEFORE SIGNING!

EMPLOYEE

\_\_\_\_\_  
Employee Signature Date Beneficiary Date

\_\_\_\_\_  
Employee Name (Print or Type) Contingent Beneficiary Date

\_\_\_\_\_  
Employee Social Security No.

STATE OF MICHIGAN)  
                                  )ss  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me personally appeared \_\_\_\_\_ who being duly sworn says, he/she is the person(s) described herein and who executed the foregoing instrument for the purpose therein stated and acknowledged the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
County, Michigan  
My Commission expires:

BOARD OF EDUCATION  
MARQUETTE-ALGER INTERMEDIATE SCHOOL  
DISTRICT

MARQUETTE-ALGER CERTIFIED AND APPROVED  
ASSOCIATION

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_





