

1969-72

Mason Co. Int. 13

MASTER CONTRACT

(Mason Co.)

This agreement entered into this 7/1, 1969, by and between the Board of Education of the Intermediate District hereinafter called the "Board" and the Mason County Intermediate Education Association, hereinafter called the "Association".

ARTICLE I
Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified personnel under contract, excluding principals, supervisors of special education, supervisory and executive personnel and office and clerical employees.

The term Teacher, when used hereinafter in this agreement, shall refer to all employees represented by the Association in bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent individual teachers from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

Mason County Intermediate District Board of Education

M. E. A.

1216 KENDALE

E. LANS, M.

48824

7/1/69 - 6/30/72

ARTICLE II
Professional Compensation

The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the three year term of this agreement; however, it is provided that upon written notice to the other party at least sixty days (60) prior to the first day of March of every year of this agreement, either party may request the reopening of negotiations of such salary schedule for the ensuing year.

ARTICLE III
Professional Policies

1. TEACHING CONDITIONS

The parties recognize that the availability of adequate school facilities for both student and teacher is desirable to insure the high quality of education that is the goal for both teacher and Board. Whenever possible and especially in the event of new building, adequate planning is to be given to sufficient rooms for special education purposes.

2. DURATION OF SCHEDULE

It is acknowledged by both parties that the primary duty and responsibility of special education teachers is to teach those pupils under their care until such time that the pupil is able to develop his potential and capacities without special service.

3. TEACHING LOADS

a. Speech Correction The Intermediate Superintendent shall follow the rules and regulations as established by the Department of Education regarding case loads in developing teachers' schedules and making assignments. Any deviation from the recommended procedure of seeing students shall be made after consultation with teachers, administration and the State Department of Education and then in such a manner that the children and reimbursement will not be jeopardized.

b. School Social Worker It is suggested by the Department of Education that an active case load for a School Social Worker average between 30 and 60 children per month. The number of children who can be served adequately in our Intermediate School District depends upon a number of factors, all of which shall be taken into consideration by the Administration.

c. Diagnostician The Diagnostician's service is designed to provide a method by which children may be evaluated and selected for the educational programs for the mentally handicapped.

Individual evaluation of the child's overall development and functioning level will result from the diagnosis of children referred because of problems with school achievement. The diagnostician will provide parents and school personnel with an interpretation of his assessment in relation to the child's social, emotional, and educational welfare. Children are to be referred for re-evaluation whenever it is felt that a change in program is required or when there is a need for a protracted period of evaluative study. Children in a state approved program for the mentally handicapped should be evaluated at least every three years.

The diagnostician, in cooperation with appropriate school personnel will organize, develop, and administer diagnostic services for the mentally handicapped in the Mason County schools. The diagnostician is responsible for providing psychological testing programs including the evaluation of intelligence, achievement, personality and aptitude as a basis for certification of children for placement in the programs for the mentally handicapped.

The diagnostician will serve as a consultant to other special education personnel, to school administrators, teachers, and parents in matters relating to children who are mentally handicapped.

4. SCHOOL CALENDAR AND TEACHER SCHEDULES

a. In as much as it is the function of the Board to arrange the schedule calendar, the determination of such annual schedule shall be by the Board. In as much as there is presently no coordination between the schedule calendars of the four constituent districts it appears wise and agreeable to observe the school calendar of the Ludington Area Schools for the present.

b. The Board recognizes that the nature of special education necessitates the teachers work in close conjunction with the home and school and available community agencies and that there is need for time to develop teaching materials. Within its responsibilities for schedules, the Board agrees with the Association that one working day per week whenever practical be utilized for coordination.

ARTICLE IV
Leaves

A. Sick Leave:

1. Sick leave will be granted for personal illness or for illness or death in the immediate family. Immediate family consists of husband or wife, son, daughter, mother, father, brother, sister, or grandparent. A limit of five days leave will be granted for any member of immediate family. The superintendent may grant an additional ten days at his discretion for this purpose. Any additional leave for illness of immediate family must be with permission of the Board and Superintendent.

2. Each employee will be allowed one day sick leave per month for each month or fraction thereof worked each year with pay up to a maximum of 12 days. The allowance of succeeding years shall accumulate to 100 days. Accumulated sick leave days will be considered annually at the time of salary negotiations.

3. An employee who works only a part of the year by virtue of late entrance into the service of the Board shall be granted a total sick leave allowance for that year equal to one day per month for each month worked up to a maximum of 12 days.

4. Availability of Sick Leave:

a. First year Employee: The full up to maximum days sick leave becomes effective after the teacher reports for work at the beginning of the school year. Should a teacher be ill and unable to report on time, full pay will be deducted for the days absent. However should the teacher complete the year satisfactorily the accumulated portion of his sick leave may be applied to the days absent at the beginning of the year and the teacher reimbursed accordingly.

b. Second year Employees: Shall be treated in the same fashion as the first year with the exception that they shall be entitled to the accumulated sick leave days at the beginning of the year as soon as they report for work. This would result in no salary deduction for a second year employee.

c. Tenure teachers legally have a continuing contract. Therefore, their sick leave is available at all times during the school year.

5. Employees on sick leave will be paid for holidays when the employees sick leave extends over the holiday period. An employee who has exhausted his cumulative sick leave may borrow up to his annual maximum number of days of additional sick leave against future sick leave, with the understanding the deductions for the additional days will be made from the last check of the school year should the teacher discontinue teaching in the system.

6. The employee must assume the responsibility of notifying the schools involved and/or Intermediate Office when he expects to be absent. Said information must be given to the Intermediate Office prior to 12:00 noon.

7. The Board reserves to itself the right to demand medical proof of illness.

8. Each employee new to the school system may be required to submit to a complete physical examination by the physician designated by the Board of Education. The Board shall pay the cost of this examination and the contract shall be withheld until the examination along with a simple statement indicating that the employee is physically fit to carry on his duties without endangering the health of the pupils, fellow workers, or his own health. In case the employee's record shows recurring illness which appears to be the result of chronic illness, the Board may require the employee to visit his doctor at stated intervals.

The Board of Education, may, at its discretion, require any school employee to submit to a physical and/or psychological examination at any time, by a physician designated and paid for by the Board of Education.

B. Funeral Leave:

Funeral leave of one day may be granted for death of close friend or relative. An additional day may be granted at the discretion of the Superintendent.

C. Personal Leave:

One day per year may be used for necessary personal business upon prior approval of the Superintendent. An additional day may be allowed chargeable to sick leave, if approved by the Superintendent.

Personal business leave may be used for the following reasons:

- (a) Business or legal transactions that cannot be taken care of on off school days, or during off school hours
- (b) Urgent family matters
- (c) Court appearance or subpoena

D. Sabbatical Leave;

Continuing tenure employees after six years of employment shall be eligible for leave of absence in accordance with Section 728 of the Teacher Tenure Act.

Sabbatical leave may be given for

1. Continued study
2. Travel

All such leaves of absence are without pay and without sick leave accumulation and without Insurance payments. However, sick leave previously accumulated will not be lost. Teachers on leave and not wishing to return to employment must notify the Superintendent in writing by March 1 of the preceeding school year.

Granting salary increments on the salary schedule for the year of absence depends upon the contribution the year has made toward professional growth and is completely within the discretion of the Board.

ARTICLE V

Conferences

Teaching personnel who wish to attend conferences must inform the superintendent in advance. Certified personnel may attend five days of approved conferences within the State on scheduled school days during each school year. Other meeting assignments will be at the discretion of the Superintendent.

Actual expenses incurred for meals and lodging will be allowed up to, but not to exceed \$20.00 per person per day. Mileage will be allowed at the prevailing rate.

In order to attend a National Conference or a conference out of the State, special arrangements must be made with the Superintendent. In such a case, expenses up to \$100.00 will be paid to staff members for National or Out of State Conference. If none of this expense is incurred or used in a year, such amount may accrue to not to exceed \$200.00 over a period of two years.

ARTICLE VI
Prior Service Credit

Personal Service Credit or Experience credit will be allowed to those presenting satisfactory prior experience outside the Intermediate District to a maximum of five years.

Exceptional cases remain at the discretion of the Superintendent and Board of Education.

ARTICLE VII

Professional Improvement

The Board and the Association support the principle of continuing training of teachers.

A. \$10.00 per semester hour will be paid for off campus and \$15.00 per semester hour will be paid for on campus graduate work. This is a one time allowance and does not become a permanent part of the teacher contract.

ARTICLE VIII
Insurance

The Board shall pay up to \$250.00 annually toward Michigan Education Association Super Med Insurance, developed and administered by Michigan Education Special Services Association, and/or option plans on a twelve month basis for each employee.

ARTICLE IX
Travel Allowance

Travel expenses shall be paid at the rate of 10¢ per mile for all miles traveled according to schedule or when approved in advance for other purposes by the Superintendent. Such travel shall start from the Special Education Office and shall not include Home to Office or Office to Home mileage.

ARTICLE X
Pay Periods

The salaries of all personnel shall be paid semi-monthly, payable on the 15th and last day of the month, for 24 pays beginning September 15th.

ARTICLE XI
Management Rights Clause

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

1. To the executive management and administrative control of the Mason County Intermediate School District and its properties and facilities, and the professional and occupational activities of its employees;
2. 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; unless otherwise specifically provided for in this agreement.
3. To establish courses of instruction, including special programs, all as deemed necessary or advisable by the Board;
4. To decide upon the selection of teaching materials, and the use of teaching aids of every kind and nature. The Board will consult with the teachers in the affected area with respect to these matters;
5. To examine class schedules, duties, and responsibilities of Intermediate employees.

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

ARTICLE XII
Negotiations

In negotiations no control shall be exercised by either party over the selection of the negotiating or bargaining representatives of the other party.

It is recognized that no final agreement between the parties may be executed without ratification of the majority of the Board and by the majority of the voting membership of the Association. The parties mutually agree that the representatives selected by each shall be reasonably clothed with power and authority to make proposals, consider proposals and to enter into concessions, in the course of negotiations or bargaining, subject to agreement upon all proposals and counter-proposals, considered in the entire package, submitted for approval and further subject to said ratification by the voting membership of the Association and the Board of Education.

ARTICLE XIII
Professional Grievances

Any teacher, group of teachers, or association, believing that there has been a violation, misinterpretation or misapplication of any provision of the agreement, or any existing rule, order of regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress), relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. It is further agreed that this right of filing a grievance shall be entirely reciprocal and mutual, and should the Board desire to file a grievance, the same procedure shall be used as provided in the within paragraph and subsequent paragraphs, except that the grievance shall be delivered to the employee's representative on behalf of the Board and that a committee of staff members of the Association shall be appointed to assume the position of the president of the Board and the Board, in the event a grievance shall be filed by the Board rather than by a teacher, group of teachers, or the Association.

Within five days after receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve this grievance. Affected teachers may, or may not, be present at such meeting. If these two parties cannot agree, a written grievance shall be properly transmitted to the president of the Board with a written statement from the superintendent of reasons why this is being disapproved.

Within fifteen days of the receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance or prescribe such procedure that may deem appropriate for consideration of the grievance be made by the Board more than twenty days after submission to the Board.

If any teacher 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.

ARTICLE XIV
Budget and Tax Information

The Association, upon request, shall be duly advised by the Board of the fiscal budgetary and tax programs affecting the district.

MASON COUNTY INTERMEDIATE SCHOOL DISTRICT

1969-1970

Schedule A

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 18</u>	<u>M.A.</u>	<u>M.A. + 20</u>	<u>Ed.S.</u>
1	\$ 7,000.	\$ 7,350.	\$ 7,600.	\$ 7,800.	\$ 8,100.
2	7,350.	7,718.	7,980.	8,190.	8,505.
3	7,700.	8,085.	8,360.	8,580.	8,910.
4	8,050.	8,453.	8,740.	8,970.	9,315.
5	8,400.	8,820.	9,120.	9,360.	9,720.
6	8,750.	9,188.	9,500.	9,750.	10,125.
7	9,100.	9,555.	9,880.	10,140.	10,530.
8	9,450.	9,923.	10,260.	10,530.	10,935.
9	9,800.	10,290.	10,640.	10,920.	11,340.
10	10,150.	10,658.	11,020.	11,310.	11,745.
11	10,500.	11,025.	11,400.	11,700.	12,150.
12			11,780.	12,090.	12,555.
13			12,160.	12,480.	12,960.
14					13,365.
15					13,770.
16					14,175.

\$600.00 to be added on each step on salary schedule for each certified professional employee of the Mason County Intermediate School District.

Duration of Agreement,

The provisions of this agreement shall be effective as of July 1st, 1969, and shall continue in full force and effect until June 30, 1972.

In witness whereof, the parties hereunto set their hands and seals this _____ day of _____, 1969.

MASON COUNTY INTERMEDIATE BOARD OF EDUCATION:

_____	_____
President	Vice President
_____	_____
Secretary	Treasurer

Trustee	

MASON COUNTY INTERMEDIATE EDUCATION ASSOCIATION:

_____	_____
Peter J. Barton, Jr.	Jean I. Brown

Frances E. Wilson	

MASON COUNTY INTERMEDIATE SCHOOL DISTRICT
 SALARY SCHEDULE
 1971-72

STEP	BA	BA + 18	MA	MA + 20	Ed. S
1	8000.	8350.	8600.	8800.	9100.
2	8400.	8767.50	9030.	9240.	9555.
3	8800.	9185.	9460.	9680.	10010.
4	9200.	9602.50	9890.	10120.	10465.
5	9600.	10020.	10320.	10560.	10920.
6	10000.	10437.50	10750.	11000.	11375.
7	10400.	10855.	11180.	11440.	11830.
8	10800.	11272.50	11610.	11880.	12285.
9	11200.	11690.	12040.	12320.	12740.
10	11600.	12107.50	12470.	12760.	13195.
11	12000.	12525.	12900.	13200.	13650.
12			13330.	13640.	14105.
13			13760.	14080.	14560.
	Index 1.50	Index 1.50	Index 1.60	Index 1.60	Index 1.60

SPECIAL PROVISIONS

10¢ per mile mileage

\$75.00 car allowance

Insurance -- \$46.64 per month for married employees
 \$18.04 per month plus \$10.00 per month
 for single employees