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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association
MAY 15 Rec'd

Huron Intermediate

Sp. Ed. Assoc.
Board of Education

1967-1968
MASTER AGREEMENT
BETWEEN THE
HURON INTERMEDIATE SPECIAL EDUCATION ASSOCIATION
AND THE
HURON INTERMEDIATE BOARD OF EDUCATION

July 1, 1967 - Aug. 31, 1968

MEA
1216 Kendall
E. Lansing, MI
48823

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AGREEMENT

This agreement entered into this first day of July, 1967 by and between the Intermediate Board of Education of Huron County, Bad Axe, Michigan, hereinafter called the "Board," and the Huron Intermediate Special 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 Huron County 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 Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

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 professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, school psychologists and social workers, speech and hearing therapists, school social workers, type "C" teacher-consultants, teachers of the blind, advising or critic teachers, teachers of the housebound or hospitalized, school nurse, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding the Intermediate School Superintendent, Special Education Director, Type "B" teachers and office and clerical employees. The term "Teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the 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 teachers' organization other than the Association for duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without 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.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessment of the Association (Including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all members and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan general School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher's Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or 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. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and/or the Association agrees to be bound by any lawful order or award thereof...

C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

D. The Association and its members shall have the right to use Intermediate School District building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the association and its members.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such adopted salary schedule shall remain in effect during the one-year term of this Agreement.

B. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary, pertaining to our own Intermediate District.

C. One teacher at a time shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association.

ARTICLE IV

Teaching Conditions

A. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities (other than those contributing to the overthrow of the U.S. Government) of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it adversely affects his professional relationship with his students or the discharge of his professional duties.

B. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of education opportunity to all pupils.

C. The parties will confer from time to time for the purpose of improving the selection and use of educational tools. The Board shall undertake promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep Association personnel reasonably and properly equipped.

D. The Staff of the Association shall reserve the right to refuse service to schools not providing adequate classroom facilities.

E. Custodial care of the Intermediate Special Education Offices shall be provided on a regular weekly basis.

F. One full-time secretary shall be provided. Secretarial help needs will be subject to review at any time.

ARTICLE V

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by given notice of such vacancy to the Association.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the Intermediate School District, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE VI

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VI shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:

(1) A maximum of five days per school year for a critical illness in the immediate family; i.e. within the household.

(2) One day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.

(3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.

(4) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.

(5) Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time.

(6) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

(7) Not more than 3 cumulative days each year for items #3 through #6.

C. Leaves of absence with pay not chargeable against the teacher's sick-leave allowance, shall be granted for the following reasons:

(1) A maximum of five days per school year for a death in the immediate family; i.e., within the household, parents and siblings of the immediate family.

(2) Court appearance as a witness in any case connected with a teacher's employment of the school or whenever teacher is subpoenaed to attend any proceedings.

(3) Approved visitation (approved by the Director of Special Education and subject to approval by the Board) at other schools or for attending educational conferences or conventions, including Association meetings.

D. Leaves of absence without pay may be granted upon application for the following reasons.

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignments involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

E. A teacher absent from work caused by children's diseases shall suffer no diminution of compensation and shall not be charged with sick leave.

F. Teachers who are officers of the Association and are appointed to its staff should, upon proper application, be given leave of absence, not to exceed 5 days, without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave or with prior military service up to two years shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

H. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within two years.

I. Leave of absence without pay will be granted of up to two years to any teacher who joins the Peace Corps as a full time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this agreement.

J. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted, at the discretion of the Board, a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid his full annual salary rate.

A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. The period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in appendix A of this Agreement.

K. The Board shall grant a reasonable leave of absence without pay to any teacher to campaign for, or serve in, a public office.

ARTICLE VII

Terminal Leave

The Board upon permanent retirement of the employee from the teaching profession, at Social Security retirement age, shall reimburse the employee at the rate of one-half his current salary for unused accumulated sick leave up to a maximum of 90 days.

ARTICLE VIII

Teacher Evaluation

A. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. The teacher shall affix his signature and the date to the record to signify he has reviewed his file and is aware of the contents.

B. A teacher shall at all times be entitled to have present a representative of the Association and/or a Board member when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional matters.

ARTICLE IX

Leave Pay

A. Any teacher who is absent because of an injury compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for a period of six (6) months or the remaining time of contract if in excess of six (6) months.

ARTICLE X

Protection of Teachers

A. The Board will reimburse teachers for any loss, damage or destruction of personal property of the teacher while on duty in the schools or on the school premises, provided such property is not covered under other insurance and is reasonably cared for by the teacher.

B. Any complaints by a parent of a student directed toward a teacher of the Intermediate School office shall be promptly called to the teacher's attention, prior to consideration by the Intermediate School Board.

C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

ARTICLE XI

Special Considerations

A. Present and future staff members shall be allowed unlimited (maximum prior experience) credit on the salary schedule for professional educational experience with children prior to employment by the Board. Every teacher shall be placed on the salary schedule.

B. Ninety (90) days accumulation of sick leave shall be allowed all teachers at a rate of ten days per 40 week contract or $\frac{1}{4}$ day per week of employment.

ARTICLE XII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate

in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will like-wise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the voting membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE XIII

Professional Grievance Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of the Agreement or any existing rule, order or 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. The Board hereby designates as its representative for such purpose the Intermediate Superintendent of Schools.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If these two parties cannot agree, a written grievance shall be promptly transmitted to the Intermediate Superintendent of Schools who

shall have five days thereafter to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent, the written grievance shall immediately be transmitted to the President of the Board, with a written statement from the Superintendent of reasons why it is being disapproved.

C. Within 15 days from 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 as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. 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 hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the Association. The arbitrator shall have no power to alter, add to 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.

E. 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.

F. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

ARTICLE XIV

Miscellaneous Provisions

A. The Association, upon request, shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Educational Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be printed at equal expense of the Board and of the Association and shall be presented to all Teachers now employed or hereafter employed by the Board.

ARTICLE XV

Duration of Agreement

This Agreement shall be effective as of September 1, 1967 and shall continue in effect for one (1) year until the 31st day of August 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By Ronald Schuman
Its President

By Morgan Ballagh
Its Secretary

EDUCATION ASSOCIATION

By Jan E. Walkup
Its President

By Irene R. Horvitzki
Its Secretary

APPENDIX A

1967-68 SALARY SCHEDULE
 HURON INTERMEDIATE SPECIAL EDUCATION
 PERSONNEL

	B.A.	B.A. + 20 (sem)	M.A.	M.A.+ 20
Base	\$6,300	\$6,500	\$6,800	\$7,000
1	6,600	6,800	7,100	7,300
2	6,900	7,100	7,400	7,600
3	7,200	7,400	7,700	7,900
4	7,500	7,700	8,000	8,200
5	7,800	8,000	8,300	8,500
6	8,100	8,300	8,600	8,800
7	8,400	8,600	8,900	9,100
8	8,700	8,900	9,200	9,400
9	9,000	9,200	9,500	9,700
10	9,300	9,500	9,800	10,000

1. Everyone on schedule
2. 12-month personnel salary determined by adding 1/6 to above step.
3. Above salary schedule is on a 40 week basis.
4. Mileage -- 10¢ per mile

APPENDIX B

1967-1968 Staff Calendar

HURON INTERMEDIATE SPECIAL EDUCATION 40 WEEK PERSONNEL

40 Weeks commencing on September 4, 1967 and ending on June 7, 1968 with calendar as follows:

Monday, September 4	Labor Day
Thursday, October (dates to be Friday, announced)	Region 11 Teachers' Conf.
Thursday, November 23 Friday, November 24	Thanksgiving Day Thanksgiving Recess
Thursday, December 21	Christmas Recess begins
Monday, January 1	Last day of Christmas Recess
Tuesday, February (date to be announced)	Huron County Teachers' Institute
Friday, April 12	Easter Recess
Monday, April 15	Easter Recess
Thursday, May 30	Memorial Day
Friday, May 31	Memorial Day Recess
Friday, June 7	Last day of School Year

Note: Teachers on other than the 40 week salary schedule will be granted one week vacation for each three months of service, with one week to be taken between Christmas and New Year's, accumulative to six weeks and pro-rated for each portion of monthly periods. This time will not include the following legal holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day. This time will also not include the two days in October for attendance at the Region 11 Teachers' Conference or the one day in February for attendance at the Huron County Teachers' Institute.