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Winnon County At-Large School District

AGREEMENT, 1970-1972

This Agreement entered into this first day of September, 1970, by and between the Intermediate School District 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 the Public Employment Relations Act, 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 have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all certificated personnel or other professional personnel as approved by the Superintendent of Public Instruction. Such recognition excludes the Intermediate School Superintendent, Director of Special Education, and office and clerical employees within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association and the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, 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 the Act 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. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere by law or regulation.

C. The Association and its members shall have the right to use the Intermediate Special Education Office facilities at all reasonable hours for meetings without charge.

D. Duly authorized Association representatives and their respective affiliates shall be permitted to transact official Association business on Intermediate School District property at all reasonable times, provided that such shall not interfere with or interrupt normal employment operations.

E. The Association shall have the right to use Intermediate School District equipment at reasonable times, when such equipment is 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 its activities and matters of Association concern by the use of bulletin boards and other established media of communication which shall be made available to Association members. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

G. The Board agrees to furnish to the Association in response to reasonable information concerning the financial resources of the district, including: annual financial reports and audits, register of certificated and approved 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, 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.

H. The Board shall consult with the Association on new or modified fiscal, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to confer with the Board with respect to said matters prior to their adoption and/or general publication.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities (other than those contributing to the overthrow of the United States Government) of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board, except when it adversely affects the teacher's professional relationship with his students or during the discharge of his professional duties.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a matter not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, or Association membership or activities. The Board and the Association pledge themselves to seek the extension of advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek the achievement of full equality of educational opportunity to all pupils.

K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all certificated and/or approved teachers regardless of race, creed, sex, marital status, or national origin.

ARTICLE III

RIGHTS OF THE BOARD

The association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE IV

MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

A. All teachers, as a condition of continued employment, shall either:

1. Sign and deliver to the Intermediate School Superintendent, prior to September 15th of each year, an assignment authorizing deduction of membership dues and assignments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect from year to year unless revoked in writing by the teacher between June 1st and September 1st to become effective the forthcoming school year and copies thereof delivered by the teacher to the Association and to the Intermediate School Superintendent, or
2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National Education and the Michigan Education Association) within sixty (60) days of the commencement of employment.
3. Teachers contracted for employment between the issuance of the second pay check of the months of September and May shall elect one of the above (Section 1 or 2) but with such dues or representation fee based upon each month of employment to and including the month of June.

B. The deduction of membership dues shall be made from the pay check each month, for ten (10) months, beginning in September and ending in June. The Board agrees to promptly remit to the Michigan Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

C. The Association shall remit portions of all representation fees to the Michigan Education Association in amounts equal to that of the Michigan Education Association and National Education Association dues, or proportional amounts thereof in cases concerning employment of teachers after the second September pay check issuance and before the issuing of the second May pay check of that year.

D. The Board shall also make payroll deduction upon written authorization from teachers for insurance, annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V

PAY DAYS

A. The Board agrees to dispense salary checks every fourteen (14) days, commencing on the first Friday following the first full week of contracted employment period. Forty (40) week personnel may elect to receive the aforementioned salary checks on a forty (40) week basis or fifty-two (52) week basis. The amount payable to the teacher, on 52 week basis, for the July and August pay dates may be paid in a lump sum if notification of such desire is given to the Intermediate School Superintendent prior to the first Monday of June. Such sum shall be payable on the first regular pay day of July.

B. Teachers contracted for more than forty (40) weeks shall receive salary pay checks every fourteen (14) calendar days, commencing on the first Friday following the first full week of contracted employment period.

C. If a regular pay day should fall upon a no-service, conference, or recess day, according to the service calendar, Appendix A, negotiable checks shall be available to the teacher prior to said day or days.

ARTICLE VI

TEACHING HOURS

A. Each teacher shall report for duty in accordance with his daily schedule or the needs for his specialized service. Teachers are encouraged to remain for a sufficient period after the close of the student's school day to attend those matters which properly require attention at that time, including consultations with parents, teachers or administrators.

B. Co-ordination days shall be utilized for purposes concerning teacher reports, case staffings, home calls, Special Education Office appointments, conferences with private and public agencies or services, additional teacher-student meetings, and staff meetings.

C. Each teacher, when unable to report for duty, shall be required to leave word of such with the Intermediate School Superintendent's office prior to 8:45 A.M. on the day concerned. Only in a state of emergency or during circumstances beyond the teacher's control shall such adherence be an exception and in which case the teacher shall report his loss of service as soon as possible on the day or days concerned or immediately thereafter.

D. Teachers who leave their daily duties early due to unforeseen circumstances shall notify the Intermediate School Superintendent of such loss of service within three (3) days of said occurrence.

E. In the event of the closing of schools served due to a labor dispute with school employees, or school vacations, a teacher shall report for duty at the Intermediate Special Education Office.

F. In the event of inclement weather or an act of God which results in the closing of schools in the district(s) in which a teacher serves, and provided that roads are passable, the teacher shall make an effort to report to the Intermediate Special Education Office.

G. 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.

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

ARTICLE VII
TEACHING CONDITIONS

The parties recognized that optimum school facilities for both student and teacher are desirable to insure the highest quality of education which is the goal of both the Board and the Association. It is also acknowledged that the primary duty and responsibility of the teacher is to instruct and that the organization of the services and the school day be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The Board recognizes that appropriate reference facilities, audio-visual equipment, professional periodicals, remedial publications, tests and questionnaires, blank forms, and similar materials are the tools of the Special Education services. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the teachers reasonably equipped and facilities maintained.
- B. The Board and the Association mutually recognize the importance of continuing use of adequate teaching reference material in maintaining a high level of Special Education services. In furtherance of that recognition, the Board shall provide a teacher reference library in the Intermediate Special Education Office and include professional publications which are reasonably requested by the teachers.
- C. Teachers shall file a complaint with the Director of Special Education if schools in which service is being given do not provide adequate facilities. The Director of Special Education shall meet with appropriate school officials and the Huron Intermediate Board of Education to negotiate toward a proper solution.
- D. Special Education secretarial needs and services will be subject to review at any time by both parties.
- E. Custodial care of the Intermediate Special Education Office including restrooms, shall be provided on regular weekly basis.
- F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing.
- G. Adequate off-street parking facilities shall be provided and properly maintained by the Board for teacher use.

ARTICLE VIII

DEPARTMENT CHAIRMAN

The teachers within each specialized discipline of Special Education shall each year select from among their numbers a department chairman,

providing at least three (3) such teachers are in that discipline. The department chairman shall exercise co-ordinating functions and serve as liaison between those teachers and the Director of Special Education and Intermediate School Superintendent. Such chairman shall not be considered a supervisory employee.

ARTICLE IX

VACANCIES AND PROMOTIONS

A. The Board declares its support of a policy for filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association which shall solicit applications from interested teachers presently employed by the Board. The Association shall then promptly advise the superintendent of applicants for such position. Vacancies shall be filled on the basis of the experience, attainments, competency and qualifications, length of service to the district, and other relevant factors pertaining to the applicant. An applicant with less service to the district shall not be awarded such position unless his qualifications are substantially superior to applicants of greater service to the district. "Service" in the district, for the purposes of this Agreement, shall mean continuous employment in the Intermediate School District, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.

B. Any teacher who shall be promoted to a supervisory position and shall later return to his previous teaching status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory status.

ARTICLE X

ILLNESS OR DISABILITY

A. At the beginning of the school year each teacher shall be credited with one day sick leave allowance per four (4) weeks of contracted employment period. Such sick leave allowance shall be used for absences from duty caused by illness or physical disability of the teacher. The unused portion of said allowance shall accumulate from year to year up to and including ninety (90) days.

B. A teacher who is unable to work because of illness or disability and who has exhausted all available sick leave days shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability. Upon return from such leave, a teacher shall be assigned to the same position or a substantially equivalent position, if available.

C. 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 period if in excess of six (6) months.

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

E. A teacher entering the District with previously accumulated sick leave shall be credited with all accumulated days up to ten (10), or one-half of the total if he has accumulated twenty-one (21) or more, up to a maximum of fifteen (15) days.

ARTICLE XI

LEAVES OF ABSENCE

A. Five (5) days leave of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted for illness or need for medical attention within the teacher's immediate family; i.e., within the household.

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

1. Two (2) days shall be allowed for the teacher's personal business which may be used for any purpose at the discretion of the teacher. Additional such days, chargeable against sick leave allowance, may be granted upon approval of the Director of Special Education. A teacher planning to use a personal leave day or days shall notify the Director at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leave concerning such days.
2. A maximum of five (5) days per school year for a death in the immediate family: i.e., spouse, children, father, mother, siblings, father-in-law, mother-in-law, grandparents, and brother/sister-in-law.
3. Court appearance as a witness in any case connected with a teacher's employment of school services or whenever the teacher is subpoenaed to attend any proceedings.

C. Leaves of absence without pay, with regular salary increments during such periods, may be granted, subject to approval by the Board, 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 Intermediate School District.

D. Teachers who are officers of the local Association or are appointed to the state Association staff shall, upon proper application, be given leave of absence, not to exceed five (5) days, without pay for the purpose of performing duties for the Association.

E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, the teacher shall be placed on the same salary schedule step as he would have been had he been teaching in the District during said period to a maximum of two (2) years.

F. A maternity leave of absence without salary up to one year, shall be granted to a teacher upon written request. Commencement of such maternity leave of absence and return to duty shall be determined by the teacher in conjunction with the teacher's physician. This request shall be filed not more than two months after pregnancy is determined and certified in writing by the teacher's physician.

A teacher involved in the adoption of a child shall be granted a leave of absence without pay to the extent provided above, providing that the teacher has met the requirements of the adoption agency and date of placement of the child in the teacher's home has been established. Such requests will be accompanied by a letter of certification from the adopting agency and leave shall commence on a date specified by the teacher.

In the case of both husband and wife working for the HISD either one or the other but not both, could receive the benefits. This is up to the discretion of the couple.

A teacher returning from leave provided in these paragraphs shall be placed on that salary schedule step from which said teacher went on leave.

G. A leave of absence without pay of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school district. Upon return from such leave, a teacher shall be placed on the same salary schedule step as he would have been had he taught in the District during said period.

H. Teachers who have been employed by the Board for seven (7) 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. Upon return from such leave, the teacher shall be restored 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 taught in the District during such period.

I. A leave of absence without pay shall be granted, upon approval by the Board, to any teacher for the purpose of campaigning for a public office. Upon return from such leave, a teacher shall be placed on the salary schedule step as he would have been had he taught in the District during said period.

VACATIONS

- A. Teachers contracted on a forty (40) week basis shall receive vacation time in accordance with the service calendar, Appendix A.
- B. Teachers contracted for more than forty (40) weeks shall be granted one week vacation for each three (3) months of service and such vacation time shall be accumulative to eight (8) weeks. In cases where less than quarterly periods of service are concerned such vacation time will be determined by pro-rating each monthly portion of service thereof. Vacations shall be in accordance with Appendix A.
- C. Vacations of teachers contracted for more than forty (40) weeks shall be subject to approval by the Director of Special Educations. If the director is not available for such action then such vacation shall be subject to approval by the Intermediate School Superintendent.

ARTICLE XIII

TERMINAL LEAVE

In recognition of services to the District, a terminal leave payment of one-half the teacher's current salary for unused accumulated sick leave of up to a maximum of ninety (90) days will be paid upon retirement of the teacher at Social Security retirement age.

ARTICLE XIV

PROFESSIONAL CONDUCT

- A. All teachers are expected to comply with rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may refuse to carry out any order which threatens physical safety or well-being or is professionally demeaning.
- B. 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. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in carrying out Special Education Services. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional perfor-

mance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available in writing to the teacher and the Association.

ARTICLE XV

TEACHER EVALUATION

A. Any monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited in obtaining evidence against the teacher's personnel record.

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, 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.

ARTICLE XVI

TEACHER PROTECTION

A. 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.

B. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense.

C. No action shall be taken upon any complaint by a parent or guardian of a student against a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned, prior to consideration by the Board. If

any question of breach of professional ethics is involved, the Association shall be notified.

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

E. 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.

F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

ARTICLE XVII

STUDENT DISMISSAL

A teacher, with permission of local school administrator and Director of Special Education, may terminate his Special Education services to a student when persistence of misbehavior, disruptive effects, or poor attitude makes continued services to the student intolerable. In such cases, the teacher will furnish the Director of Special Education and student's principal, as promptly as his service obligations will allow, full particulars of the incident.

ARTICLE XVIII

CONTINUITY STANDARDS

A. All conditions of employment, including leaves and general working conditions, shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the expresses provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

C. Since the parties have established 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 L of the Public Employment Relations Act.

D. 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.

ARTICLE XIX

PROFESSIONAL IMPROVEMENT

A. The Board and the Association support the principle of continuing the training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves of absence for work on advanced degrees or special studies and participation in community educational affairs or projects.

B. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Effort will be made to obtain qualified persons to participate in the presentation of such programs. All teachers desiring to instruct, providing they are properly qualified and vacancies exists, or wanting to attend shall be permitted to do so.

C. Each teacher shall have the right and opportunity to attend evening, Saturday, and summer college or university classes. Such courses shall be directly or indirectly related to his professional responsibilities or licensed field or toward meeting eligibility requirements for a license in another field. Special considerations shall be allowed by the Director of Special Education for such teacher when hardships are incurred in traveling to and from said classes, without loss of salary to the teacher.

D. The Board agrees to pay a sum up to five dollars (\$5.00) per year per teacher for dues concerning membership in recognized professional education organizations in a participating capacity.

E. Upon recommendation of the Director of Special Education and subject to the approval of the Board, teachers in specific discipline areas shall have the privilege of attending appropriate local, state, or national conferences, conventions, workshops, or visitations. The District shall pay necessary expenses for fees, transportation, and accommodations. The District agrees to pre-pay estimated necessary expenses, with any appropriate adjustments to be made in the teacher's subsequent expense voucher.

ARTICLE XX

SERVICE CALENDAR

A. For the term of this Agreement the service calendar shall be set forth in Appendix A. There shall be no deviation from or change in the service calendar except by mutual agreement of the Board and the Association.

B. Each teacher shall give service according to his particular length of contracted employment and in accordance with Appendix A.

C. Each teacher shall report for duty at the Intermediate Special Education Office on the day his service year (period of contracted employment) ends.

ARTICLE XXI

PROFESSIONAL COMPENSATION

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

B. All teachers, present and future, shall be given full (unlimited) credit on the salary schedule as set forth in Appendix B for professional educational experience with children prior to employment by the Board.

C. Every teacher shall be placed on the salary schedule.

D. Teachers contracted for fifty-two (52) weeks service shall have their salary determined by the appropriate salary step plus twenty (20) per cent of that salary.

E. Credit shall be granted toward the salary schedule up to a maximum of two (2) years to any teacher with prior active military service, provided that such full credit has not been granted by a previous school district.

F. Teachers required in the course of their work to drive personal automobiles to fulfill Special Education services shall receive a car allowance of ten cents (\$.10) per mile.

G. Mileage will be paid for itinerant employees for the distance between the employee's home and his first stop in the morning, or the office and his first stop in the morning, whichever is shorter; and the employee's last school at night to his home, or his last school at night to the office, whichever is shorter. All mileage incurred between the employee's first stop and the last stop of the day will be paid.

H. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

ARTICLE XXII

GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation by the Board may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with the Director of Special Education either personally or accompanied by an Association representative.
- C. If, as a result of the informal discussion with the director, a grievance still exists, the teacher may invoke the formal grievance procedure on the form set forth in Appendix C, signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the signed grievance form shall be delivered to the director.
- D. Within five (5) school days of receipt of the grievance, the director shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or 10 school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Intermediate School Superintendent. Within five (5) school days the superintendent shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within five (5) school days of such meeting (or 10 school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting of fourteen (14) calendar days, whichever shall be later, 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) calendar days thereafter. A copy of such disposition shall then be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the seven (7) calendar days 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 proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not

previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

I. If any probationary 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.

J. 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 teacher's individual contract term of employment or as soon as possible thereafter.

K. If an individual teacher has a personal complaint which he desires to discuss with the Director of Special Education or the Intermediate School Superintendent, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XXIII

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 Board and the Association. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly 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 (should consider at least 60 calendar days prior to its termination date), upon request of either the Board or the Association, negotiations will be undertaken for an agreement covering the immediate forthcoming school year(s).

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 District. While no final agreement may be executed without ratification by the Association, 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.

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 any agreement between the Board and the Association.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitment between the Board and the Association 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. Furthermore, it is expressly understood that professional negotiations between the Board and the Association shall be initiated with consideration of and limited to Article X, ILLNESS OR DISABILITY, Section A; Article XIII, TERMINAL LEAVE; Article XXI, PROFESSIONAL COMPENSATION; Appendix A, SERVICE CALENDAR; Appendix B, SALARY SCHEDULE; and INSURANCE PROVISIONS FOR the 1972-73 service year.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereinafter executed shall be in the form provided in Appendix D or E and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, 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 provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision 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 titled "Professional Agreement between the Huron Intermediate School District and the Huron Intermediate Special Education Association, M.E.A.-N.E.A.," shall be printed at equal expense of the Board and the Association and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of August 29, 1972 and shall continue in effect through August 31, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By Michael P. Cascazi
Its President

By Michael P. Cascazi
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Negotiating Committeeman

By William A. Kinder
Negotiating Committeeman

Dated this 29th day of August, 1972

AMENDMENT NO. 70

PROFESSIONAL AGREEMENT BETWEEN THE HURON INTERMEDIATE SCHOOL DISTRICT
AND THE HURON INTERMEDIATE SPECIAL EDUCATION ASSOCIATION, M.E.A. - N.E.A.

August 25, 1972 - August 31, 1974

Amendment to ARTICLE XXI, Sec. F: Teachers required in the course of their work to drive personal automobiles to fulfill Special Education services shall receive a car allowance of eleven cents (\$.11) for the first 8,000 miles driven per person per year, and ten cents (\$.10) per mile for additional miles driven. In addition, the following understanding shall prevail. Should regular gasoline reach 50¢ per gallon (gas pump price) at any Huron County filling station, staff members shall, prior to reaching the initial 8,000-mile limit, be reimbursed at twelve cents (\$.12) per mile beginning on the Monday following the confirmation between the Superintendent and the Director of Special Education of such a gas price increase. ~~The 12¢ rate shall continue to apply while gas prices remain at 50¢ per gallon or above.~~

Amendment to APPENDIX A: Service Calendar, 1973-74

	<u>Service Days</u>
September 4, 1973	Service commences 19
October, 1973	23
November 22-23	Thanksgiving vacation 20
December 21-January 2	Christmas vacation 14
January 3, 1974	Service commences 21
February, 1974	20
March, 1974	21
April 8-15	
OR	
April 12-19	Easter vacation (6 days) 16
May 27, 1974	Memorial Day 22
June 7, 1974	Last day of service 5
	<hr/>
	Total days of service 181

Number of days 40-week teachers are on duty: 181
 Number of days 50-week teachers are on duty: 235

BOARD REPRESENTATIVES:	STAFF REPRESENTATIVES:
<u>Clarence B. Brown</u>	<u>Alice L. Fierke</u>
<u>Gene T. McHenry</u>	<u>Richard H. Ferguson</u>

Amendment to APPENDIX B: SALARY SCHEDULE, 1972-73

<u>Step</u>	<u>B.A.</u>	<u>B.A./15</u>	<u>M.A. or B.A./30</u>	<u>M.A./25</u>	<u>M.A./30</u>
1	8900	9200	9500	9800	10,100
2	9350	9650	9950	10,250	10,550
3	9800	10,100	10,400	10,700	11,000
4	10,250	10,550	10,850	11,150	11,450
5	10,700	11,000	11,300	11,600	11,900
6	11,150	11,450	11,750	12,050	12,350
7	11,600	11,900	12,200	12,500	12,800
8	12,050	12,350	12,650	12,950	13,250
9	-----	12,800	13,100	13,400	13,700
10	-----	13,250	13,550	13,850	14,150
11	-----	-----	14,000	14,300	14,600

Note:

1. Above salary schedule, as is, applies to forty (40) week teachers, with the exception of Trainable teachers, who shall receive 5/7 of the applicable salary in accordance with such fractional service year.
2. Above salary schedule, plus twenty (20) per cent of appropriate salary step, applies to fifty-two (52) week teachers.
3. Credit hours shall be in terms of semester hour equivalents.

BOARD REPRESENTATIVES:

STAFF REPRESENTATIVES:

Valencia Brown

Alvin L. Tork

Geo F. McKenna

Richard A. Trager