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MASTER AGREEMENT

between

BOARD OF EDUCATION

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT

and

JACKSON INTERMEDIATE EDUCATION ASSOCIATION

*Jackson County Intermediate School District*

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AGREEMENT BETWEEN  
THE JACKSON INTERMEDIATE SCHOOL DISTRICT  
and  
THE JACKSON INTERMEDIATE EDUCATION ASSOCIATION

This Agreement is by and between the Board of Education of the Intermediate School District in the County of Jackson, Michigan, hereinafter called the "Board," and the Jackson Intermediate Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education and specialized services for the children of the constituent school districts in the Jackson Intermediate District, especially those with handicaps or special needs, is their mutual aim, and that the effectiveness of such education and services depends upon professional and cooperative planning and implementation with constituent districts, supplementing but in no way interfering with the educational programming, operation, or control of the local school districts, 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 functions within the powers and duties delegated by State law and is solely responsible for the adoption of policy, and

WHEREAS, the Board and the Association have statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith 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,

IT IS HEREBY AGREED as follows:

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Article I

Recognition

A. The Board hereby recognizes the Jackson Intermediate Education Association as the exclusive bargaining representative for certificated, professional and para-professional special education employees, including personnel on tenure or on probation, as follows:

Diagnosticians or School Psychologists  
Consultants for the Mentally Handicapped  
Health Consultant  
Speech and Hearing Pathologists  
Teacher-Counselor for the Physically Handicapped  
Teachers of the Emotionally Disturbed  
Teachers of the Homebound and Hospitalized  
Teachers of the Trainable Mentally Handicapped  
School Social Workers  
Instructional Materials Center Librarian  
Teacher Aides and Occupational/Physical Therapist Assistants or Aides

Such representation shall cover all personnel assigned to newly created professional positions, excluding administrative and supervisory personnel as listed below, and any other person engaged fifty (50) percent or more of his time in direct administration and supervision of personnel:

Director of Special Education  
Administrative Assistants  
Consultants to School Administrators  
Director of Trainable Program  
Director of Day Training  
Director of Multicap  
Supervising Consultant for the Mentally Handicapped  
Superintendent of the Intermediate District  
Deputy Superintendents  
Director of Instructional Materials Center  
Director of Data Processing Center  
Assistant Director of Data Processing Center

Representation shall not include clerical, secretarial, bookkeeping, and non-instructional staff.

B. The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male employees shall include female employees.

C. The term "Board" shall include its officers, members, or delegated agents.

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

E. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws. The rights granted to either hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

Association Rights and Responsibilities

- A. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to teachers' rights and responsibilities. The Association also agrees to Board of Education written policies and procedures not inconsistent with the terms of this Agreement.
- B. The Association agrees that teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
- C. The Association and its members shall have the right to use school facilities for meetings upon approval of the Superintendent or a Deputy as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use will be subject to the approval of the Superintendent when requested in writing in advance and subject to the following limitation plus regular scheduling procedures. When such evening or weekend use results in added cost to the district, such costs will be billed to and paid by the Association.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Such representatives shall notify the school of his presence in the building.
- E. The Association shall have the right to use Board designated typewriters, the spirit duplicator, calculating machines, and audio-visual equipment. The arrangements for use of machines and necessary supplies shall be made with the secretary to the Director of Special Education. The use of the Xerox machine will be permitted provided costs of operation are met by the Association.
- F. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, one of which shall be provided in the Intermediate District central office, one in the Tarrant Training Center, one in the Jackson County Youth Home, and one in the Multi-Handicapped Center. The Association may use employees' mail boxes for communications to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable written requests, regular and routine available information concerning the financial resources of the district, including salaries paid to employees and their years of experience and training and such financial reports as are routinely prepared for the Board of Education. If duplication of reports for the Association results in additional costs to the district, such costs will be billed to and paid by the Association.

H. The Association agrees that:

1. The Code of Ethics (JIEA-MEA-NEA) of the Education Profession is considered to define acceptable criteria of professional behavior and the Association will deal, in appropriate cases, with problems of professional ethics in which its members may be involved.

2. The private life of an employee is his own affair unless his conduct shall adversely affect his relationship with students or the discharge of his professional duties.

I. The provisions of this Agreement shall be applied without regard to race, creed, religion, ethnic group, national origin, age, sex, or marital status.

J. Consistent with the Code of Ethics of the Education Professional, membership in the Association shall be open to all teachers regardless of race, creed, religion, ethnic group, national origin, age, sex, or marital status.

K. The Association shall have the right to present the Board with such items as it may wish to be included on the agenda of any regular Board meeting.

## ARTICLE III

Board Rights and Responsibilities

A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the Intermediate District, its equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
3. Hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotions; and to promote, transfer, assign all such employees, and to determine the size of the work force and lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, and, if necessary, include physical and mental health examinations by appropriate medical personnel, the costs thereof to be borne by the Board.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.



10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Grant leaves of absence as deemed appropriate, including but not limited to the following:

- a. Leaves for extended illness and/or rest.
- b. Leaves for advanced study and/or travel.

The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

## ARTICLE IV

Professional Dues or Fees and Payroll Deductions

A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters.

All fulltime employees in the bargaining unit shall, on or before the sixtieth (60th) day following: the beginning of the school year; the beginning of their employment; or the execution of this Agreement, whichever is later, as a condition of employment or of continued employment, on forms provided by the Association, either:

1. Become members of the Association (including the Michigan and the National Education Associations), or
2. Pay to the Association an amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of this Agreement.
3. The above shall not apply to:
  - a. Employees who, prior to the signing of this Agreement, are not members of the Association.
  - b. Temporary employees.

B. In the event that a fulltime employee (except those defined in 3 above) does not comply with requirements 1 or 2 above, such employee shall be terminated at the end of the current semester or thirty (30) days, whichever is later, providing:

1. The employee to be terminated does not contest the discharge before the Michigan Tenure Commission or a court of competent jurisdiction. Should said employee contest the discharge, the employee shall not be terminated until such time as the employee has obtained a final decision relative to the discharge or until the employee has ceased to pursue the legal remedies available by making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.
2. The Association has fulfilled its fiduciary obligations by sending written notice to the fulltime employee that he has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the Board.

3. The Association has fulfilled its responsibilities by sending written notice to the fulltime employee (copy to the Board) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter, and that a request for his termination was being made to the Board.

4. The Association has stated in the request for termination that such request is in conformance with the provisions of this Article; that the employee has not complied with his obligations; that it is an official request of the Association; and that the "save-harmless" clause, set forth below, shall be put into effect.

The Association agrees to indemnify and save the Board, each individual School Board member and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article.

C. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall be made yearly.

D. With respect to all membership dues or service charge deducted by the Board pursuant to authorization of the employee, the Board agrees to remit to the Association such sums. The Association agrees to advise the Board promptly of changes in its membership and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.

E. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, United Fund, or any other plans approved by the Board.

## ARTICLE V

Caseloads, Assignments and Working Hours

- A. A working day shall be the same hours of the schools in which he serves. If working in the Intermediate District Office the hours shall be 8:30 a.m. to 4:00 p.m. Any deviation from the general work schedule must be approved by the Superintendent or the Director of Special Education.
- B. Appropriate office staff shall be kept informed of each employee's schedule during the employee's work day.
- C. Any time a school that the employee serves is not in session ("act of God" days, weather warnings, etc.) employees are expected to work at the Intermediate Office or at another location approved by the Director of Special Education or his administrative designee.
- D. Each employee must report any contemplated absence to the office according to administrative policies outlined in the Handbook.
- E. Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.
- F. Each employee shall be assigned duties and responsibilities consistent with caseload recommendations and/or other program requirements defined within the rules and regulations promulgated by the Michigan Department of Education and/or the U. S. Department of Health, Education and Welfare. Guidelines published by the Michigan Department of Education for the operation of various programs in Special Education shall be followed to the extent practical and possible.
- G. No person shall be assigned, except in emergency situations, outside the professional discipline for which he was qualified, without his consent. Emergency situations shall be limited to one full working day.
- H. Itinerant employees shall conform to the daily and yearly work schedules of the constituent school(s) to which they are assigned. Where an individual employee is assigned to schools with differing yearly schedules, the Director of Special Education, working with the schools involved, shall determine the work year of said employee.
- I. Any assignments in addition to the normal working schedule during the regular school year or summer programs shall not be obligatory but shall be with the consent of the employee.

J. All employees shall be given written notice of the beginning date of the next work year and their work assignment for the forthcoming year no later than June 1 of the preceding school year.

K. When a change in assignment is made, the employees affected will be informed of the reasons for (making) the change.

Working Conditions

A. The parties recognize that optimum school facilities for both student and employee are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the employee is to provide appropriate educational services, and the organization of the school and the school day should be directed toward insuring that the energy of the employee is primarily utilized to this end.

B. The Board recognizes that adequate and non-hazardous working space is necessary in each building where itinerant personnel work. The Board will make recommendations to local school districts of these needs and will cooperate as fully as possible with the personnel and the local school board to provide for them.

Conditions that are considered hazardous shall be reported immediately to the building principal.

Any employee who feels that existing facilities are inadequate may file a written statement with the Director of Special Education specifically outlining needed improvements. The Director of Special Education and/or the Superintendent agrees to confer with superintendents and/or principals regarding any reported deficiencies that may exist. Such conference to be held at the earliest possible time.

C. The Board recognizes the need for and the importance of the use of professional reference material by its employees. It therefore agrees to provide and maintain professional reference materials in the Instructional Materials Center.

D. The Board agrees to make available telephone service, typing and duplicating facilities, and clerical personnel to aid employees in the preparation of instructional materials, case reports and correspondence, all of which must be job related.

## Article VII

Professional Qualifications

- A. Professional employees shall meet and maintain the legal and professional standards required by the Intermediate School District Act 190 of the Public Acts of 1962 as amended and such other enabling legislation as is applicable to the operation of the Intermediate School District.
- B. All new special education employee(s) placed on the professional salary schedule shall have received a bachelor's degree from an accredited college or university.
- C. A bachelor's degree or an R.N. diploma plus one year of appropriate experience shall be the minimum requirement for the position of Health Consultant. This position shall be placed on Level I of the professional salary schedule.

## ARTICLE VIII

Vacancies and Transfers

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different assignment or position shall be made in writing to the Director of Special Education, and, where applicable, to the employee's immediate supervisor. Copies may be filed with the Superintendent and the Association.

The request for transfer shall set forth the reasons; the school, grade or position sought; and the applicant's academic qualifications.

Written notification of the disposition of the transfer request shall be provided within a reasonable period of time.

B. The Board supports a policy of filling vacancies with the best applicant available which will strengthen the total staff, and thereby improve the quality of educational services to be provided.

C. When filling a vacancy the Board agrees to give first consideration to the application(s) of existing staff members; however, other qualified applicants may be considered. Due weight will be given to the professional qualifications, experience, and to other relevant factors. The decision of the Board as to the filling of vacancies shall be final.

D. Whenever a vacancy in any professional or para-professional position shall occur and is indicated by official notification, or whenever a new position is created by official action, the Board shall give written notice to the Association within seven (7) calendar days and shall post such vacancy simultaneously on the official bulletin board in the Intermediate District central office. Such notice shall be posted to cover two (2) consecutive working Fridays, except during the months of July or August, during which time such vacancies shall be held open for seven (7) calendar days.

Any newly created or unusual position(s) shall be posted with accompanying job description(s).

E. Any employee who shall be transferred to an administrative or executive position shall later return to his former status at the first vacancy available, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.



## ARTICLE IX

Leaves of Absence

- A. At the beginning of the year each employee shall be advanced his yearly sick leave allowance of twelve (12) days. Unused days shall be allowed to accumulate to a maximum of ninety (90) days.
- B. Leaves of absence with pay charged against sick leave time shall be granted for:
1. Absence due to illness or accident of the employee.
  2. Absence due to illness, disabling accident of the employee's immediate family (spouse, children and parents of the employee or spouse) or members of the immediate household.
- C. Leaves of absence with pay not charged against sick leave shall be granted for:
1. Absence because of death in the immediate family (as defined in B2 above) not to exceed three (3) days for each occurrence.
  2. Absence when called for jury duty. Pay to be reduced by amount received for jury duty.
  3. Personal matters up to two (2) days per year which cannot be scheduled outside the regular school day; non-accumulative with Superintendent or Director of Special Education approval in advance.
- D. Leaves without pay.
1. Maternity leave. A request for maternity leave of absence must be made in writing to the Director of Special Education not later than the end of the fourth (4th) month of pregnancy and identify a date to which the teacher shall be able to perform her contractual obligations. If a change in the submitted estimate of a date for the leave request is suggested by her physician or the teacher cannot perform her contractual obligations, the commencement of the leave shall be adjusted. The leave date established shall also preclude any substitute teaching activities. No sooner than one month after the termination of the pregnancy, but no later than one (1) year from the commencement of the leave, and upon recommendation of her physician, the Board will return the teacher to an available assignment for which she is qualified, and comparable if possible to that held by the teacher prior to going on leave.

Experience credit on the salary schedule shall be granted for the balance of the school year in which such leave began if at least one (1) semester of service has been completed during such year.

## ARTICLE X

Employee Evaluation and Progress

## A. Process.

1. The work performance of all employees shall be evaluated in writing one (1) time during the school year prior to March 15. A second evaluation, if requested by the employee or the immediate supervisor at the time of the personal conference, shall be completed prior to May 1.
2. The Director of Special Education shall confer by personal conference with each building principal for the purpose of evaluating all itinerant employees. Permanent based employees shall be evaluated by direct observation and/or personal conference between the Director of Special Education and the Program Directors.

Such conferences shall be for the purpose of obtaining an evaluation of each employee's performance including but not limited to the following areas, if applicable:

- a. preparation and organization
  - b. pupil relationships
  - c. parent relationships
  - d. teacher and principal relationships
  - e. dependability
  - f. general appearance
3. All evaluations shall be reduced to writing, by the Director of Special Education and a copy given to the employee within ten (10) days of the evaluation.

## B. Rights and responsibilities.

1. After an evaluation, if an employee is found lacking, the reasons shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
2. If an employee is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
3. An employee will have the right to review the contents of his personnel file originating after original employment and to have a representative of the Association accompany him in such review.

4. No material originating after original employment will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

## ARTICLE XI

Professional Compensation

A. The salaries of employees covered by this Agreement are set forth in Appendix A.

B. An employee's salary shall be determined by his placement on the schedule as determined by his level of training. All new employees shall be given credit on the salary schedule set forth in Appendix A for full years of experience in any legally recognized school district and/or paid related experience as determined by the Board.

Such credit will be limited to not exceed five (5) years for non-certified employees, seven (7) years on the bachelor's degree level, or nine (9) years on the levels above the bachelor's degree.

Salaries will be paid bi-weekly beginning with the second Friday after the beginning of the school year, and shall be in twenty-six (26) equal installments, unless prior to September 1 written request is made for twenty-one (21) equal payments.

C. Fringe benefits shall be provided as set forth in Appendix B.

D. Employees, unless specifically stated otherwise in the individual's contract, shall be employed for 190 days per year, 5 of which shall be for planned inservice training.

E. Automobile Travel Costs.

Fulltime employees who routinely use their personal automobiles in the execution of their responsibilities shall be reimbursed according to the following two-part formula.

1. Fixed cost allowances to cover depreciation, insurance, license and snow tires: \$560/year\* to be paid out at the rate of \$56/month for ten (10) months beginning with September and running through June.

2. Per mile allowance to cover over-the-road costs, such as gasoline, oil and maintenance expense: 4.6¢/mile\* for each mile driven daily over and above the roundtrip distance from an employee's home to the nearest school to which he could have been assigned.

\*These rates, based on operational costs supplied by the Runzheimer Company of Wisconsin for the operation of a new Chevrolet Impala V-8 in this area on a three-year trade-in cycle, are to be updated yearly in August for the ensuing year beginning in September.

F. Summer Salary Schedule.

The summer salary for staff members employed on a fulltime basis for two months shall be twenty (20) percent of the employee's regular contract salary.

Employees working on a parttime basis during the summer shall be paid proportionately in accordance with the above formula.

## ARTICLE XII

Reduction in Personnel

A. In the event it becomes necessary to reduce the number of employees, the Board shall determine which services are to be curtailed or eliminated, taking into consideration the need for services requested by constituent schools and other referral agencies, and the financial resources available.

The Board shall specify within services designated to be curtailed the number of positions to be eliminated. Personnel whose services will, of necessity, be terminated shall be determined within each service area by:

1. First releasing those employees not meeting the Michigan Department of Education standards for reimbursable programs.
2. If reduction is still necessary, then by releasing probationary employees.
3. If reduction is still necessary, then employees within the specific position being reduced will be released in accordance with the following factors:
  - a. Certification
  - b. Qualifications
  - c. Evaluations

In the event all factors are equal, length of service within department position shall be the determining factor.

B. Whenever possible, notice of discontinuance of service shall be given to the employee sixty (60) days in advance.

C. Employees assigned to schools who for reason of strikes or work stoppage or withholding of services are not in session shall be reassigned by the Special Education Director. In the event there is not work available to which reassignments can be made, affected employees shall be released until work is available.

## ARTICLE XIII

Continuity of Operation

- A. Both parties recognize the desirability of continuous operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation.
- B. The Association agrees it will not engage in or assist in any strike as defined by Section I of the Public Employment Relations Act.
- C. The Board agrees it will not engage in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

## ARTICLE XIV

Grievance Procedure

A. For purposes of this Agreement a grievance is defined as any claim or complaint by an employee, by the Association, or by the Board, that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.

B. The termination of employment of a teacher, the refusal to re-employ any teacher, the refusal of the Board to re-assign a teacher, the placing of any non-tenure teacher on a third year of probation, the evaluation of any employee, or any grievance for which redress is provided under the Tenure Act shall be matters excluded from consideration under the grievance procedure set forth in this Agreement.

C. All time limits herein shall consist of school days. Time limits may be extended only upon mutual consent of the parties. Failure to conform to time limits shall mean default by the party failing to conform.

D. Procedure:

Complaint Stage

Any employee who believes he has a grievance shall begin by informally discussing the matter with his immediate supervisor or his designee within five (5) school days of its occurrence, with the object of informally resolving the matter.

Level I (Immediate Supervisor)

If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with his immediate supervisor within five (5) school days after such informal discussions. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within five (5) school days thereafter, the aggrieved employee and his immediate supervisor (together with the Director of Special Education or his designee, if either is not the employee's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate his disposition of the grievance within five (5) days of such meeting, and shall furnish a copy thereof to the Association president.

Level II (Superintendent)

If not resolved at Level I, the grievance shall be transmitted to the Superintendent within five (5) days. At this point the Superintendent or his designee shall:



1. Attempt to resolve the grievance by meeting, within five (5) days of receipt of the appeal, with appropriate persons and/or employees. A written answer to the grievance shall be given to the Association within five (5) days of such meeting; or
2. Within five (5) days of receipt of the appeal refer the grievance in writing to Level III and simultaneously give written notification to the Association of this action.

Level III (Board of Education)

If not resolved at Level II, the grievance may be submitted to the Board of Education within five (5) school days of the receipt of the written disposition at Level II by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices, to the attention of the Secretary of the Board. The Board or an ad hoc committee shall hold a hearing if requested, or, if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty (20) school days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided the Association.

Level IV (Arbitration)

If the alleged grievance is not settled at Level III, the matter may be referred to arbitration by either party provided that notice to refer is given within ten (10) days from the Board's written decision at Level III. If within five (5) days the Board and the Association cannot agree upon a mutually acceptable arbitrator, the arbitrator shall then be selected according to the Rules of the American Arbitration Association.

Neither party may raise a new defense or ground at Level IV not previously raised or disclosed at other written levels. The parties shall hold a conference not less than three (3) days prior to the hearing in an attempt to settle the grievance or to develop a written statement of facts, grounds and defenses which will be proved at the hearing.

The arbitrator shall hear the grievance and render his decision within thirty (30) days from the close of the hearing, setting forth in writing his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Association, and the employee(s) involved.

The arbitrator shall have the power and authority as set forth herein:

1. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties and the employee or employees involved.
  2. No more than one grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.
  3. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
  4. No decision in any one case shall require a retroactive adjustment in any other case.
  5. The arbitrator shall have no power to rule on any of the following:
    - a. The termination of services of or failure to re-employ a probationary employee.
    - b. The placing of a non-tenure teacher on a third year of probation.
    - c. The termination of services or failure to re-employ any employee to a position other than his basic position.
    - d. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session, of 1937 of Michigan as amended).
- E. If any individual employee has a personal complaint which he desires to discuss with his immediate supervisor he is free to do so without pursuing this grievance procedure.
- F. Any grievance filed by the Board shall begin by serving a written copy thereof upon the Association president. The procedure thereafter shall be in the reverse order applicable to the Association, except that the Superintendent shall conduct the Level II meeting. At Level III, the Board or committee thereof shall meet with the Association.

## ARTICLE XV

Joint Instructional Policies Advisory Council

A. There is hereby established a Joint Instructional Policies Advisory Council consisting of three (3) representatives of the Association appointed by the President of the Association with the approval of the Executive Board and three (3) representatives of the Board of Education appointed by the Director of Special Education.

The Council shall meet at least once a month during the regular school day on Friday and advise the Board and the Association on mutually agreed upon subjects relating to the Intermediate District's Special Education Program.

B. The Joint Instructional Policies Advisory Council may appoint such joint professional studies subcommittees as are deemed necessary.

## ARTICLE XVI

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. 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 an employee feels adequate disposition has not taken place on matters that are not subject to the grievance procedure, he may request a hearing before the Board and may be accompanied by Association representation.

## ARTICLE XVII

Professional Improvement

- A. The Board at its discretion will reimburse employees fifty (50) percent of professional dues up to a maximum of fifty (50) dollars per person per year. Memberships in the JIEA, the MEA and the NEA shall not be reimbursable.
- B. Expenses for the attendance at workshops, conferences and inservice training sessions will be approved for reimbursement as detailed in the Administrative Handbook.
- C. Professional business days may be used for any educational purpose with the approval of the Director of Special Education. The employee planning to use a professional business day shall notify his immediate supervisor at least one week in advance of his requested absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs, (2) conferences, workshops or seminars conducted by colleges, universities and the MEA and NEA and/or affiliate departments thereof. The employee may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop or seminar.
- D. Conferences and/or institute fees that exceed one hundred (100) dollars shall be prepaid by the Intermediate School District. Employees shall submit a detailed estimate of expenses to the School Board one month in advance. The School Board shall authorize prepayment for transportation, meals, lodging and registration fees.
- A statement of actual costs, accompanied by receipts, shall be submitted with the next expense voucher so that any difference between the estimated cost advance and actual expenditure can be corrected.

ARTICLE XVIII

Duration of Agreement

A. This Agreement shall become effective, contingent upon ratification of the Association and acceptance of the Board, September 1, 1972, and shall continue in effect for two (2) years until August 31, 1974, with the exception of Section D of Article XI and Appendix A for the 1973-74 year. After March 1, 1973 and prior to June 1, 1973, either party upon written request may initiate negotiations for the 1973-74 school year as regards the aforementioned. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. No other organization may ask for exclusive bargaining rights during the fixed duration of this Agreement.

Jackson Intermediate  
Education Association

Board of Education, Jackson County  
Intermediate School District

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX A

Professional Compensation - Salary Index  
38 Weeks or 190 Days Employment

Base: \$8600

Steps	Para Professional		Professional				
	T. Aides	PT Assist.	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	.4279	.6113	1.000	1.073	1.146	1.219	1.292
2	.4585	.6419	1.055	1.139	1.217	1.295	1.374
3	.4890	.6724	1.110	1.205	1.288	1.371	1.456
4	.5196	.7030	1.165	1.271	1.359	1.447	1.538
5	.5501	.7335	1.220	1.337	1.430	1.523	1.620
6	.5808	.7641	1.275	1.403	1.501	1.599	1.702
7	.6113	.7946	1.330	1.469	1.572	1.675	1.784
8	.6419	.8252	1.385	1.535	1.643	1.751	1.866
9	.6724	.8558	1.440	1.601	1.714	1.827	1.948
10	.7030	.8864	1.495	1.667	1.785	1.903	2.030
11	.7335	.9169	1.550	1.733	1.856	1.979	2.112
12	.7641	.9475	1.605	1.799	1.927	2.055	2.194

Level 1 - Bachelor's Degree

Level 2 - Master's Degree or 30 Semester Hours of Graduate Work

Level 3 - 60 Semester Hours of Graduate Work

Level 4 - 90 Semester Hours of Graduate Work

Level 5 - Doctor's Degree

Yearly Salary = Base X Index.

Daily Rate = Yearly Salary divided by 190.

## APPENDIX B

Association members shall select and be eligible for benefits in one of the following plans:

Plan I

MEA Super Med Full Family Health Insurance or equivalent.

Plan II

MEA/MESSA Comprehensive Dental Program Plan A with the Orthodontic Rider Plan 01 or equivalent.

Term Life Insurance (\$10000) for employee only.

The Board will provide coverages in Plan I or Plan II at a maximum cost of those rates in effect July 1, 1972.

The above benefits for less than fulltime employees shall be pro-rated. For example, a half-time employee would receive one-half the benefits of a fulltime employee.

The Board reserves the right to select the insurance carrier to provide the same benefits as those specified in Plans I and II.