

PROFESSIONAL EMPLOYMENT CONTRACT

Extra copy - P.N.

*1 Lenawee Int,
6/30/70 (3)*

This Agreement entered into this first day of September A.D., 1968, between the Board of Education of the Lenawee Intermediate School District, Lenawee County, Michigan, hereinafter referred to as the "Board", and the Lenawee Intermediate Education Association, hereinafter referred to as the "Association".

It is mutually agreed as follows:

RECEIVED (3) copies

OCT 7 1968

ARTICLE I

Recognition and Term

OFFICE OF
PROFESSIONAL NEGOTIATIONS

A. The Board recognizes the Association as the exclusive bargaining representative with respect to wages, hours, and working conditions for all professional personnel, including personnel on tenure, probation subject to the provisions below and on per diem appointments, teachers of the trainable mentally handicapped, teachers at the Lenawee Youth Center, teacher-counselors for the physically handicapped, teachers of the deaf and hard of hearing, teachers of the orthopedically handicapped, school social workers, speech correctionists, teachers of the homebound or hospitalized, advising or critic teachers, diagnosticians, custodians at Lenawee Institute, teacher's aides, Special Education-Special Services-Pupil Personnel secretary and all other Special Education-Special Services-Pupil Personnel staff employed or to be employed by the Board, but excluding such as but not necessarily limited to secretary for the Intermediate Superintendent of Schools, secretary for the curriculum Consultant, secretary for the Special Education Coordinator, Business Manager, Director of the School Cafeteria Programs, County Film Librarian, the attendance officer, and supervisory and executive personnel. The Association represents the probationary teacher on matters of wages, hours, and working conditions, but does not represent them in matters of discharge, reprimand or transfer for other than Association activities.

B. The term of this contract shall be two years and shall expire on the thirtieth day of June, 1970.

ARTICLE II

Association and Employee Rights

*MEA
1216 Kendale
E. Lansing, MI
48823*

A. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 of 1965, or other laws of Michigan or the United States or the constitutions of Michigan and the United States.

B. The Board agrees to allow the Association and its members to have use of a room within a school building when not previously scheduled at all reasonable hours for meetings. Bulletin boards, office equipment, and telephones shall be made available to the Association and its members at no expense to the Board.

C. Within thirty days of the beginning of their employment hereunder, employees may sign and deliver to the Board assignment authorizing

*2. Yes
3. 1969
4. No
5. No*

Lenawee Intermediate School District

deduction of United Profession membership dues upon such conditions as the Association shall establish. Such sum shall be deducted from the regular salaries of all such employees in three installments and remitted to the Association prior to December 15.

D. The Board agrees to furnish two copies to the Association in response to reasonable requests from time to time all information available to the residents of the district, tentative budgetary requirements and allocations and such other generally available information as will assist the Association in developing intelligent accurate, informed and constructive programs on behalf of the teachers and their students.

ARTICLE III

Management Rights

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

1. To the executive management and administrative control of the Lenawee Intermediate School District and the Lenawee Special Education-Special Services-Pupil Personnel Program, including the properties and facilities of the district, and the activities of its employees during the school day.

2. To hire all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan, and the constitution and laws of the United States.

ARTICLE IV

Professional Compensations

A. The salaries of employees covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the two year term of the Agreement, provided, however, that upon written notice to the other party at least sixty days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiations of such salary schedule.

B. The salary schedule for full-time employees is based upon a normal working year as defined in paragraph C. Part-time employees shall

be paid in proportion to time worked on the same salary schedule for full-time employees.

1. Special Education-Special Services-Pupil Personnel secretaries shall work a 37½ hour week.
2. Custodian's normal work week shall be considered to be 40 hours.

C. Special Education-Special Services-Pupil Personnel staff other than those hired on a twelve month basis shall work according to the school calendar as set up by the Board for each year but shall not be required to report before the Tuesday following Labor Day in September nor to remain after June 15.

D. The following legal holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. 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 last stop of the day will be paid. In the event that any employee should drive more than 20 miles a day that is nonreimbursable, said employee shall be paid for all mileage over that 20 miles. This is to imply that no person shall be penalized for living more than 10 miles from work. Employees living outside the county will compute mileage as if they resided on the county line. Mileage vouchers will be due at the Coordinator of Special Education's office on the fifth day of the following month and checks will be ready by the fifteenth. Mileage will be paid at the rate of 11 cents per mile.

F. The Board recognizes the importance of attendance at state and national conferences and professional conferences appropriate to the discipline. The Board will retain the right to determine which conference shall be attended. Upon approval of the Coordinator of Special Education, the Board will permit its employees to attend such approved meetings without loss of salary and will assume the costs for registration, lodging, meals, and transportation.

G. Employees shall be released two days a year for attendance at the Regional Michigan Education Association meetings which are approved as nonattendance membership days by the Michigan State Department of Education.

H. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation or arbitration, shall be released from regular duties without loss of salary at the discretion of the Board.

ARTICLE V

Working Hours

A. Teachers and teacher's aides of the Lenawee Institute and the Lenawee Youth Center agree to be in their work stations 30 minutes prior

to the beginning of their classes and to leave at the end of the day not less than 30 minutes after school is ended. On Fridays and days preceding vacation periods, teachers may leave 15 minutes following the end of the school day.

B. Each teacher's aide and teacher at the Lenawee Institute shall be entitled to 30 minutes of relief time per day to be arranged by mutual agreement among the teachers, teacher's aides, and the Coordinator of Special Education.

C. Teachers at the Lenawee Youth Center shall be entitled to a duty free, uninterrupted lunch period of 60 minutes.

ARTICLE VI

Caseloads and Assignments

A. Caseloads for teachers of the trainable mentally handicapped, teacher-counselors for the physically handicapped, teachers of the deaf and hard of hearing, teachers of the orthopedically handicapped, school social workers, speech correctionists, teachers of the homebound, diagnosticians, and all other Special Education-Special Services-Pupil Personnel staff employed or to be employed by the Board will be based upon the recommendations of the State Department of Education for state reimbursable Special Education-Special Services-Pupil Personnel programs.

B. No person shall be assigned without his consent outside the professional discipline for which he was hired.

C. Teachers at the Lenawee Youth Center shall not be required to teach more than one subject area per class period.

D. Teachers at the Lenawee Youth Center shall teach six class periods and have one supervised work or study period per school day.

ARTICLE VII

Working Conditions

A. The Board recognizes that quality facilities and equipment are essential to the operation of sound educational programs and will endeavor to provide same in the better interest of children of Lenawee County.

B. The maximum number of pupils in a Special Education classroom shall not exceed the limits established by the State of Michigan for that particular program.

C. The Board recognizes that adequate 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 fully with the personnel and the local school board to provide for them. "Adequate working space" shall be defined as a well-ventilated, heated, lighted room, quiet and private, with enough chairs, tables, and space for working with small groups of children and adults.

D. Under no circumstances is any teacher at the Lenawee Institute to be required to drive a bus or transport students in any manner, nor shall Special Education-Special Services-Pupil Personnel staff be required to transport students as part of their regular assignment.

E. The Board agrees to work with the Lenawee Intermediate Education Association in developing the following improvements at the central offices:

1. Phone extension for confidential calls
2. Lounge area with a chaise lounge
3. Room for private conferences

F. Competent and adequate secretarial help will be provided by the Board to all Special Education-Special Services-Pupil Personnel staff.

G. To assist teachers of the rooms for the mentally retarded at the Lenawee Institute, the Board agrees to engage one full-time teacher aide for each primary and multiple-handicapped room.

ARTICLE VIII

Vacancies and Promotions

A. All hiring and promotion procedures lie solely in the hands of the Board. The Board, however, does agree that notices of all positions and vacancies that occur in the disciplines represented in this contract and those that would involve a supervisory position in Special Education-Special Services-Pupil Personnel will be given to the Lenawee Intermediate Education Association in writing at least 15 days prior to the filling of the vacancy.

B. The Board declares its support of a policy of promotion from within its own staff.

ARTICLE IX

Transfers

A. Any transfer of employees from one geographical area to another will be at the discretion of the supervisor in charge after consultation with the employees being transferred. It is recognized that these transfers will be minimized and avoided whenever possible.

B. Employees will not without their consent be transferred from one discipline to another. The Board reserves the right to enter into free discussion with any of its employees about transfers from one discipline to another.

C. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

ARTICLE X

Absence of Employees

A. Sick leave shall be accrued at the rate of 10 days per year with unlimited accumulation. Present accumulation of sick leave shall be allowed. All employees will be advanced 10 days sick leave at the beginning of each school year. The following will be deemed allowable for sick leave:

1. Personal illness
2. Illness or death in the family
3. Attendance at funerals

B. Each employee will be allowed two days per year for emergency or personal business. These days must be approved by the employee's supervisor and will be in addition to sick leave but will not accumulate. Not more than one-quarter of the staff shall be released at one time. Whenever possible a 72 hour notice will be given. Half days will be granted only upon prior approval by the Coordinator of Special Education.

C. It is the responsibility of the employee when he will not be at work to notify the secretary of the Coordinator of Special Education. It shall be the responsibility of the administration to notify the schools or persons to have been served on that day, that such employee shall be absent.

D. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. It shall be the responsibility of the administration to arrange for a substitute teacher.

E. An employee who has exhausted his cumulative sick leave may borrow up to five days additional sick leave. However, the Board retains the right to deduct from the employee's last pay check the amount equal to the salary so paid in advance on the borrowed sick leave days in the event the employee does not, for any reason, return to work for the next ensuing school year.

F. On the closing of school each year, each individual shall be notified in writing as to the number of sick days accrued, number of days used, and balance remaining to that date.

G. In the event of adverse weather conditions, all staff members will be dismissed from their duties only if the building in which they are scheduled for that day or portion of day is closed. Allowances will be made for late arrivals. Classroom teachers and teacher's aides shall not be required to report on days when the buses are unable to run.

ARTICLE XI

Leaves of Absence

A. Any employee whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for a period not to exceed one year, renewable at the discretion of the Board. Upon return from leave an employee shall be assigned to the same position, if available, or a substantially equivalent position if available.

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

1. Court appearance as a witness in any case connected with the worker's employment or place of employment.
2. Coordinator approved visitation at other schools or agencies or for attending educational conferences.
3. Subpoenas that are directly related to the employee's job.
4. Absence when a teacher is called for jury duty provided that the teacher has notified the Coordinator of Special Education within five days after notification and provided that the hearing judge will not accept a request to be excused.

C. Leaves of absence without pay may be granted upon application and approval of the Board; that is, study, travel, research, etc.

D. 1. Maternity leave without pay of up to one year shall be granted. Leaves shall commence not later than the sixth month of pregnancy except when this date falls within one month of the end of a semester, when the employee shall be permitted to complete the semester. Exceptions to this clause may be made in certain cases at the discretion of the Board to lengthen the working time. Said request for maternity leave shall be filed with the Superintendent.

2. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board provided that she shall give at least 90 calendar days notice in advance of the requested date of return. Exceptions to notice as required in the preceding sentence may be made by the Board in cases of stillbirth or miscarriage. The Board reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

3. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed resignation.

ARTICLE XII

Insurance Protection

The Board shall provide without cost to all of its employees comprehensive hospitalization, medical and surgical protection under the Blue Cross-Blue Shield Master Medical Insurance Plan.

ARTICLE XIII

Employee Evaluation and Professional Behavior

A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. A copy of each evaluation of said monitoring and observation shall be returned to the employee within a seven day period. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Should a question of the competence of an employee's performance in his discipline arise, the employee's supervisor shall arrange a conference with such employee for the discussion and evaluation of his performance. Such conferences shall provide the opportunity for the employee to improve his performance and have a re-evaluation.

C. An employee shall at all times be entitled to have present a representative of the Association when he has been called in to be reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

D. No employee 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 disadvantage, asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E. The Lenawee Intermediate Education Association shall establish a three member Committee of Review, whose duties will be to work with the Coordinator of Special Education and the members of the Association to resolve problems of professional behavior, including the abuse, whether intentional or unintentional, of this contract.

ARTICLE XIV

Protection of Employees

A. The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to maintenance of control and discipline in the classroom.

B. Employees 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.

C. Any case of assault upon an employee arising out of or in the course of the employee's employment, shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of his rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

D. If legal suit is brought against any employee as a result of release of confidential information or misuse of such information, the Board will furnish legal counsel for said employee.

E. If any employee is complained against or sued by reason of Board authorized disciplinary action taken by the employee against a student, the Board will provide legal counsel and render all necessary assistance to the employee in his defense, unless such legal counsel is already provided for through the Michigan Education Association.

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

ARTICLE XV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern of the parties shall be subject to professional negotiations between them during the term of this contract. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, and furnishing necessary information and otherwise constructively considering and resolving any such matters upon mutual consent.

B. In the event the salary schedule is reopened for negotiations by either party, as provided in Article IV of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule.

C. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of personnel employed by the Board.

D. Negotiations concerning professional compensation, terms and conditions of employment for personnel to be employed in summer programs of the district shall commence at least 60 days prior to the initiation of such programs.

E. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education, and the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

F. 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.

ARTICLE XVI

Grievance Procedures

A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate

at any level of such procedure as to secure at the lowest level possible equitable solutions to the problems of the parties.

Level One: Within ten days from the alleged violation, misrepresentation or inequitable application, the aggrieved person shall discuss the grievance with his immediate supervisor: individually, together with his Association Representative or through the Association Representative. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party.

Level Two: Within ten days of the discussion as specified in Level One, the grievant and/or Association Representative may file an appeal in writing with the intermediate superintendent. Said appeal may be with or without Association support. Within ten days of the receipt of the appeal by the superintendent, he shall have a meeting with the aggrieved party and/or the Association Representative and shall render his decision in writing.

Level Three: If this decision is not satisfactory, the aggrieved person and/or the representative of the Association may file the alleged grievance with the Board in writing, at least one week prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next regular meeting at which time the aggrieved person and/or the designated representative of the Association and/or other person requested by the claimant shall be given an opportunity to be heard. The Board shall render its decision in writing the next day.

Level Four: If the decision at Level Three is not satisfactory, the aggrieved person and/or the designated representatives of the Association may then file the grievance within 30 days with the State Labor Mediation Board according to law. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision at that level.

Level Five: If no satisfactory solution is arrived at as a result of mediation, the grievant must within 30 days give written notice to the Board as to his intent to submit the grievance to arbitration before an impartial arbitrator selected by both parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. The arbitration procedure is limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall have no power to alter, add to or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitration shall be shared equally by the parties.

B. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

C. Forms for filing and processing grievances shall be designed cooperatively by the Association and its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.

D. The Association shall make known each discipline representative to the Coordinator of Special Education.

E. The employee retains the right to withdraw grievances at any level without prejudice or record.

F. If the employee having filed a grievance terminates employment, said grievance shall be withdrawn.

G. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

H. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

I. Should a teacher institute any proceeding authorized under the Tenure Act, the subject of which may be processed through the grievance procedure, all proceedings of the same subject matter shall be barred from being processed or concluded under this grievance procedure or any appeal therefrom.

ARTICLE XVII

Orderly Reduction of Personnel

A. Programs will be eliminated by the Intermediate School District Board with the advice and consent of the local constituent boards of education.

B. Personnel released through the reduction or elimination of programs will be given the first opportunity for employment in any vacant position for which they are qualified and can be temporarily or fully certified.

C. Tenure personnel within a discipline will be released in reverse order of employment with the Lenawee Intermediate School District. Probationary personnel will be released prior to tenure personnel and the same procedure will be followed.

ARTICLE XVIII

Miscellaneous Provisions

A. All individual employee contracts shall be made expressly subject to the terms of this Agreement.

B. Retirement age for all Lenawee Intermediate School District employees shall be 65. Those employees reaching retirement age during the school year shall be allowed to finish that year. Continued employment beyond 65 shall be at the discretion of the Board and be reviewed annually.

C. Copies of this Agreement shall be duplicated by the Board and presented to all individuals now employed or hereafter employed by the Board.

D. Part-time employees will continue employment only at the discretion of the Board to be reviewed annually.

E. At the time of issuance of individual contracts, each part-time employee shall be given written notice by the Board as to the portion of time they shall work that contractual year.

DEFINITIONS

For the purpose of this contract, the term discipline is defined as: "A branch of instruction or education;" i.e. Speech Correctionists, Diagnosticians, School Social Workers, Teacher-Counselors, Homebound, Type B teachers, and regular teachers would represent seven different branches of education.

Schedule A

<u>Position</u>	<u>Degree</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Step</u>
I. Custodian		4,900	6,650	250	7
II. Teacher Aides		2,500	3,250	150	5
III. Secretaries		4,100	5,570	210	7
IV. Special Education and temporarily approved Pupil Personnel staff	BA or BS	6,500	9,250	275	10
	BA or BS +30*	6,900	9,650	275	10
	MA or MS	7,000	9,750	275	10
	MA or MS +30	7,400	10,150	275	10
	MA or MA +60	7,600	10,350	275	10
V. Pupil Personnel staff fully certified		Schedules IV above plus \$500			
VI.	One additional increment beyond the afore mentioned schedule will be paid to all employees who have served the county for 11 through 15 years.				

Two additional increments beyond the afore mentioned schedule will be paid to all employees who have served the county for 16 or more years.

* Must have full certification in field of employment.

Schedule A continued -

Section II

A. Present and future employees shall be allowed credit by the Board on the salary schedule for up to five years of previous experience. Work experience for which credit may be allowed includes military service, teaching, and other work in the field of education and/or other experience which is related to the positions held or being offered to the employee.

B. Each secretary will receive \$150 for each year of training beyond high school.

Section III

A. Custodians and secretaries shall receive two weeks of paid vacation per year.

B. In addition to the six paid holidays listed in Article IV, Section D, secretaries and custodians shall receive four paid holidays to be taken at the discretion of the employee and with the consent of the administration.

Section IV

A. For the 1968-1969 school year non-certified per diem teaching employees shall receive \$20.00 for each day worked.

B. For the 1968-1969 school year the non-degreed certified vocational teacher shall be paid on the same salary schedule as a person with a BA degree.

C. Certified teachers of driver's training will receive \$4.50 per hour for the 1968-1969 school year.

D. Teachers at the Lenawee Youth Center shall receive an additional one-sixth of their annual salary for each extra class period taught for the full school year.

Section V

Teachers of authorized adult education classes shall receive \$6.50 per teaching hour.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education
Lenawee County Intermediate School District
Lenawee County, Michigan

By: _____
President

Secretary

Lenawee Intermediate Education Association

By: _____
President

Secretary