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6/30/97

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AGREEMENT BETWEEN



HURON INTERMEDIATE SCHOOL DISTRICT

AND

TRI-COUNTY BARGAINING ASSOCIATION MEA/NEA

1994-1997

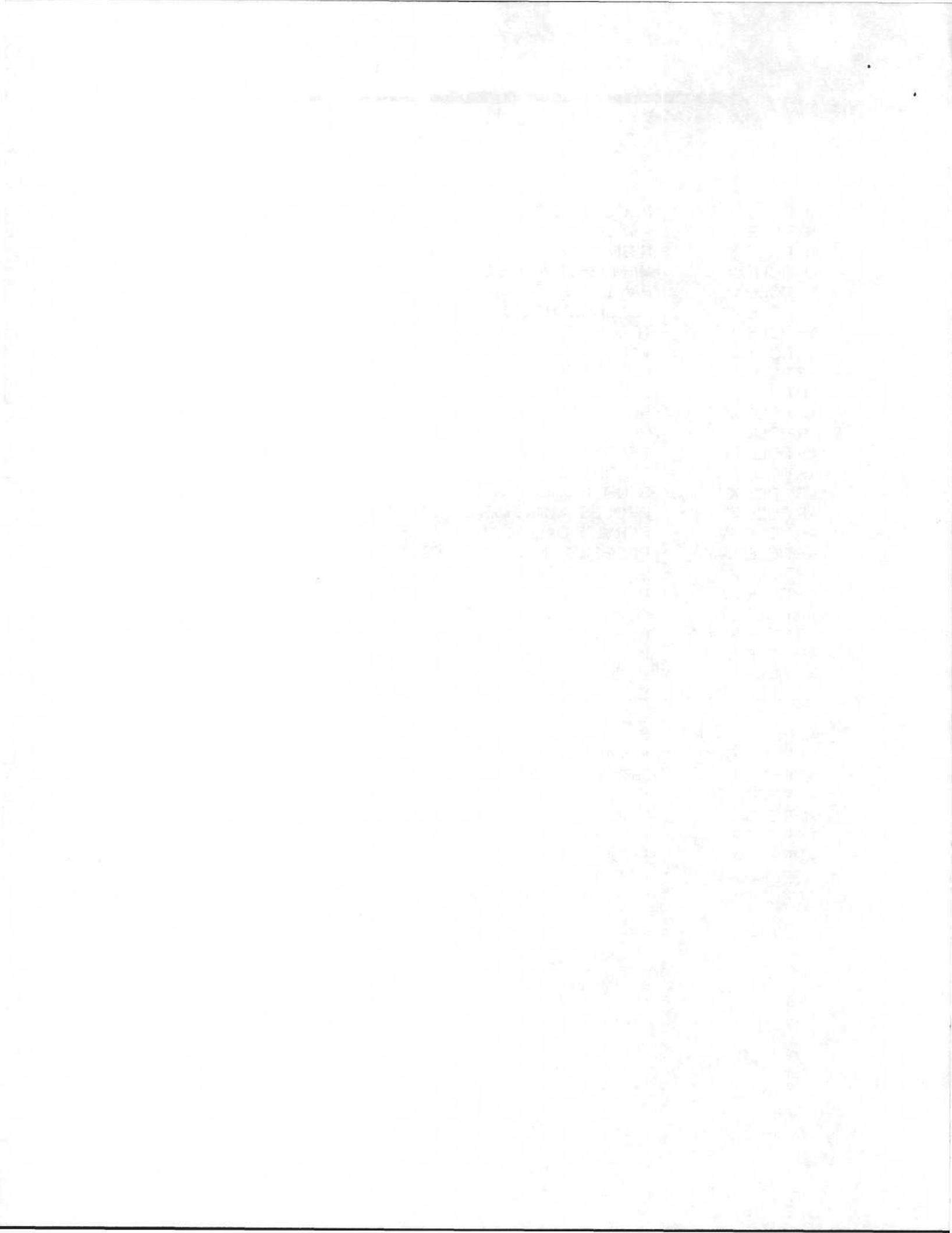
Huron Intermediate School District

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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for a unit consisting of all certified personnel or other professional personnel as approved by the State Board of Education. Such recognition including: Teacher-Consultant, Educable Mentally Impaired; Homebound and Hospitalized; Occupational Therapist; Nurses; Teacher-Consultant, Physically Impaired; School Psychologist; School Social Workers; Speech and Language Pathologists; Teachers of the Trainable Mentally Impaired; Teachers of the Severely Mentally Impaired; and Adult Education High School Completion Teachers and Math Science/Outreach Teacher and Gifted and Talented Programs Coordinator. Other non-supervisory positions added to the staff will be added to this listing; such as: Physical Therapists; Teacher-Consultant, Visual Impaired; Teacher-Consultant, Emotionally Impaired; Teacher-Consultant, Disabled; and other itinerant staff. Specially excluded from this unit shall be all administrators, supervisors, substitutes and enrichment teachers.
- B. Definitions:
1. Board; for purposes of this contract, whenever the term "Board" is used it refers to the Huron Intermediate School District of Huron, Tuscola and Sanilac Counties, Bad Axe, Michigan.
 2. Staff; whenever the term "staff" is used, it refers to any member of the Huron Intermediate Special Services Association bargaining unit.

AGREEMENT, 1994-1997

This Agreement entered into this 27th day of February, 1995, by and between the HURON INTERMEDIATE SCHOOL DISTRICT OF HURON, Tuscola and Sanilac Counties, Bad Axe, Michigan hereinafter called the "Board" and the TRI-COUNTY BARGAINING ASSOCIATION, MEA-NEA hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and Association recognize and declare that providing a quality education for the children of the Huron Intermediate School District is

their mutual aim and that the character of such education depends predominately upon the quality and morale of the teacher service, 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 understandings which they desire to confirm to 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 negotiating 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 staff person in the enjoyment of any rights conferred by the Act.
- B. The Association and its members shall have the same right to request the use of the Intermediate Office facilities as any other person or organization and will be required to follow all policies for use of the facilities as established by the Board. In addition, the Association shall have the right to use staff mailboxes for the purposes of communicating with its members.
- C. Duly authorized Association representatives shall be permitted to transact official Association business on Intermediate School District property prior to 8:00 a.m. and after 4:30 p.m. (4:00 p.m. for the Learning and Skill Center) provided that such shall not interfere with or interrupt normal operations.
- D. The Association shall have the right to request to use Intermediate School District equipment, after working hours, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.

- E. The Association may erect a bulletin board that meets the administration's criteria with regard to size, appearance and location.
- F. The Board agrees to furnish to the Association in response to written request any public information necessary to process a grievance.

**ARTICLE III
RIGHTS OF THE BOARD**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the school district;
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement;
 - 3. Hire, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement;
 - 4. Adopt reasonable rules and regulations;
 - 5. Determine the qualifications of employees;
 - 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations,

provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement;

8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
9. The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

ARTICLE IV MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

- A. All staff, as a condition for continued employment shall:
 1. Sign and deliver to the Intermediate School Superintendent, prior September 15 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 1 and September 1 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 representative fee equivalent to the dues and assessments of the Association (including the National Education Association and the Michigan Education Associations) within sixty (60) days of the commencement of employment.
 3. Those staff contracted for employment between the issuance of the second paycheck of the months of September and May shall elect one of the above (Section 1 and 2) but with such dues or representation fees based upon each month of employment to and including the month of June.
 4. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of

complying with this Article provided that the Association has choice of council.

- B. 1. The deduction of membership dues for non-adult education staff shall be made from the paychecks each month, for ten (10) months, beginning in September and ending in June. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of staff from whom the deductions have been made, including the amounts deducted from each check.
- 2. The deduction of membership dues for adult education high school completion staff shall be made at the end of the first and second semester. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of staff from whom the deductions have been made, including the amounts from each check.
- C. The Board shall also make payroll deductions upon written authorization from staff 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. Forty (40) week personnel may elect to receive the aforementioned salary checks on a forty week basis or a fifty-two (52) week basis. The amount payable to the staff person, on a fifty-two (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 Superintendent prior to the first Monday of June. Such sum shall be payable on the first regular payday of July.
- B. Staff contracted for more than forty (40) weeks shall receive salary paychecks every fourteen (14) calendar days, commencing on the first Friday following the first full week of contracted employment.
- C. If a regular payday should fall upon a non-service, conference or recess day, according to the service calendar, Appendix A, negotiable checks shall be available to the staff person prior to said day or days.

If a regular payday should fall upon a day the depositor bank will be closed, the check will be deposited the day prior to said day or days.

- D. Adult education high school completion teachers are paid on an hourly basis and are not paid a yearly salary. Teachers are paid only for the hours they work.

ARTICLE VI TEACHING HOURS

- A. The normal work day will not exceed seven and one-half (7 1/2) hours for all employees covered by this Agreement. Each staff person shall report for duty in accordance with his/her daily schedule or the needs for his/her specialized service.
- B. Coordination days shall be utilized for purposes concerning staff reports, case staffings, home calls, special services office appointments, conferences with private or public agencies or services, additional teacher student meetings and staff meetings.

Staff assigned to the Learning Center and Huron Area Skill Center shall not be responsible for student supervision between 8:00-8:30 a.m. nor after 2:45 p.m., except in cases of emergencies.

- C. Each staff person, when unable to report for duty, except in the case of an emergency, shall be required to notify the office of the Intermediate School Superintendent (or his designee), giving his/her reason for not being on duty prior to 8:00 a.m. on the day concerned. Except in the case of an emergency, Huron Area Skill Center and Huron Learning Center staff members must notify the Vocational Director's office or the Huron Learning Center Principal giving his/her reason for not being on duty by 7:15 a.m. on the date concerned.
- D. In the event of closing of schools served due to a labor dispute with school employees, or school vacations, a staff person shall report for duty at the Intermediate Special Services office unless there are students from parochial or private schools within the striking district who need to be served. If a neutral site cannot be found to service the non-public school students, service will be provided in the district.
- E. In the event of inclement weather or an "act of God" day which results in the closing of schools in the district(s) in which an itinerant staff person serves, and provided that roads are passable, the itinerant staff person

shall make all reasonable effort to report to the Intermediate Special Services office or the Huron Learning Center if this is the staff person's assignment or another location agreeable to the Superintendent. Bargaining unit members shall not be required to report to work when Harbor Beach, Lakers, Ubyly and North Huron are closed. In the event the Huron Area Skill Center and/or the Huron Learning Center and/or the Huron Intermediate School District office is closed and scheduled days of student instruction are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, those days may be rescheduled by the Board to ensure that there are a minimum of one hundred eighty-two (182) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. The Association and the Board will attempt to reach a mutual agreement by April 1 each year as to when days will be made up. If mutual agreement is not reached by that date, make-up days will be scheduled at the end of the school year.

- F. Upon proper notification to the district, one (1) staff person engaged during the school day in negotiating on behalf of the Association with any representative of the Huron Intermediate Board or participating in any professional grievance negotiations including arbitration of the Huron Intermediate School District shall be released from regular duties without loss of salary.
- G. One (1) staff person shall be released from regular duty, without loss of salary one (1) day each semester, for the purpose of participating in area or regional Association meetings. Three (3) additional days may be used for the above reasons but must be made up at the end of the school year. The make-up days are to be scheduled by the Superintendent. If any of the three (3) additional days are used by a classroom teacher, the days shall not be required to be made up, but the Association shall pay any costs of necessary substitutes.

ARTICLE VII TEACHING CONDITIONS

- A. The administration will confer with the staff from time to time on the needs for materials, tools, and adequate facilities so that the staff persons can be reasonably equipped to teach.

- B. The Board and the Association mutually recognize the importance of continuing use of adequate teaching reference materials in maintaining a high level of special services. To further that recognition, the Board shall provide a teacher reference library in the Intermediate Special Services office, including professional publications which are reasonably requested by the teachers.
- C. Special Services secretarial needs and services will be subject to review and deficiencies may be reported to the administration.
- D. Staff shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- E. When a staff person reports to his/her immediate supervisor the presence of facilities which he/she perceives to be inadequate, the administration shall investigate the circumstances and take action the administrator deems appropriate regarding the reported deficiency. Said administrator will communicate to the staff person actions taken related to the reported deficiency.

**ARTICLE VIII
VACANCIES AND PROMOTIONS**

- A. If a vacancy arises the Board will post such vacancy, including the job description, for five (5) days prior to final selection of the candidate.
- B. Bargaining unit members shall be given first opportunity to bid on all vacancies. The Board may accept out of district applications during the period of vacancy is being posted, provided that no interviews shall be conducted nor further consideration of such applications be given until such time as the posting period is ended.

**ARTICLE IX
ILLNESS OR PHYSICAL INJURY**

- A. At the beginning of the school year each staff person shall be credited with one (1) day sick leave allowance per four (4) weeks of contracted employment. Such sick leave allowance shall be used for absences from duty caused by illness of or physical injury to the staff person. A maximum of three (3) days of the ten (10) days a year may be used for absences from duty caused by illness of or physical injury to members of

the staff person's immediate family. Additional days may be granted upon request to and approval of the Superintendent. The unused portion of said allowance shall accumulate from year to year up to and including ninety-five (95) days.

- B. A staff person who is unable to work because of illness or physical injury, and who has exhausted all available sick leave days, shall be granted an unpaid leave of absence up to six (6) semesters, (inclusive of the paid sick leave to recover from the illness or disability). Upon return from such leave, a staff person shall be assigned to the same position, if available, or to the first vacancy occurring in an equivalent position. Upon assignment of such a returning staff person, the Board's responsibility to satisfy the staff person shall be limited to sending a registered letter to the staff person's last known address. If no reply is received within thirty (30) days, the Board has satisfied its obligation.
- C. Any staff person who is absent because of an injury compensable under the Michigan Worker's Compensation law, shall receive from the Board the difference between the allowance under the Worker's Compensation law and his/her regular salary for a period of six (6) months or the remaining time of the individual's teacher contract if in excess of six (6) months. Employees who are eligible for and receive long term disability benefits will not be eligible for the difference between Worker's Compensation and his/her regular salary he/she would get if working.
- D. When sick leave benefits described above are used for childbirth, the staff person will file a written notice from her physician stating when she should begin her leave of absence and when she will be able to return to work after childbirth. For the purpose of staffing, notification of pregnancy shall be given to the Superintendent within five (5) months of conception.
- E. Sick day(s) may not be used for surgery and/or recovery time which in the opinion of the staff person's physician can be performed, without endangering the staff person's health, on a non-duty day.
- F. A doctor's statement may be required if two (2) or more consecutive sick days are used with the doctor certifying that the teacher was unable to perform his/her regular teaching assignment.

**ARTICLE X
LEAVE OF ABSENCE**

- A. Leaves of absence with pay shall be granted for the following reasons:
1. Two (2) staff persons per day will be allowed two (2) days per year to be used as personal business days. These days are to be used for legitimate business which cannot be conducted outside the regular school day. These days shall not be used for vacation purposes, or before or after a holiday or vacation. Any staff person planning to request a personal leave day shall submit his/her request in writing to the Superintendent seventy-two (72) hours in advance. The seventy-two (72) hour requirement may be waived at the discretion of the Superintendent or his designee. One (1) unused personal business day shall be credited as sick leave days toward the staff person's sick leave accumulations in addition to the sick leave allowance as provided in Article X, Section A.
 2. A maximum of five (5) days per year will be allowed for a death in the immediate family: i.e., spouse, children, mother or father. Up to five (5) additional days per year may be used from the employee's accrued sick leave. Additional days may be granted by the Superintendent.
 3. A maximum of two (2) days per year will be allowed for a death of a: father-in-law, mother-in-law, grandparent, brother, sister, brother-in-law and sister-in-law. Upon request to and approval by the Superintendent, a maximum of two (2) days per death will be allowed for the death of a person whose relationship to the staff person warrants attendance at the funeral service. Up to two (2) additional days per year may be used from the employee's accrued sick leave. Additional days may be granted by the Superintendent.
- B. Leaves of absence without pay may be granted by the Board, for a period of one (1) year, upon written application for the following purposes:
1. Study related to the staff person's discipline; to meet eligibility requirements for a discipline other than that held by the staff person; or research or special teaching assignments involving probable advantage to the school system.
 2. Campaigning for and serving a public office.
 3. Appointment to the State and National Association staff.

4. Military leave.
5. Serious injury or illness in the immediate family.
6. Other leaves approved by the Board

Upon ninety (90) days advance notice, a staff person may return at the beginning of the next school year or the start of the next semester, whichever is closer and shall be put on the appropriate salary step.

During the leave the staff person may apply to continue his/her health, dental and life insurance benefits if allowed by the carrier. To continue benefits, the employee must prepay to the district, one (1) month in advance, the amount of the premium as rated by the carrier. The Board shall bear no responsibility for failure of the employee to pay and shall not be responsible for a lapse in coverage provided that the Board forwards payment promptly within carrier guidelines.

- C. Child Care - Upon written request to the Board, a child care leave shall be granted up to one (1) year for the purpose of caring for a minor child up to eighteen (18) months old. In the case of an adoption of a child, the age limitation of the child may be waived. Proof of a legal adoption shall be certification from the adoption agency.

Unless immediately connected to the birth of a child, a child care leave shall commence and end at a semester break. Except in cases of emergencies, staff persons will give at least ninety (90) calendar days notice prior to anticipated leave. It shall be further provided that:

1. The staff person shall, upon return, be reinstated to former position unless the position has been abolished or, because of a layoff during the leave, a senior qualified staff member has been placed in the position. In the event of a layoff situation, the returning staff member shall be entitled to the position for which seniority, certification and qualification allow placement.
2. By written request of the staff person, and approval by the Board, the leave may be extended.
3. Staff persons may make written application to the Superintendent and the Board for reinstatement prior to the expiration of said child care leave. Honoring of the request will be at the discretion of the Board.

4. Failure of a staff person to return from child care leave on the date specified in said leave of application, shall be considered a resignation.
- D. Staff 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 (1) year. During said sabbatical leave, the staff person shall be considered to be in the employment of the Board and shall be paid his/her full salary. Upon return from such leave, the staff person shall be restored to his/her 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/she would have been had he/she taught in the district during such period.

**ARTICLE XI
SEVERANCE AND RETIREMENT BENEFIT**

- A. In recognition of service to the district, a retirement benefit payment of forty and 00/100 dollars (\$40.00) per day for each day of unused sick leave to a maximum of ninety-five (95) days will be paid when the staff person retires from the district to enter the state teacher retirement system.
- B. Employees not eligible for the retirement benefit shall, after fifteen (15) years of continuous service to the district be eligible for a severance benefit payment of forty and 00/100 dollars (\$40.00) per day for each day of unused sick leave to a maximum of ninety-five (95) days which will be paid upon the employee's voluntary termination of services from the district.
- C. Employees shall be eligible for only one (1) of the benefit payments offered.
- D. This Article will be considered void should the Michigan Employment Security Commission rule that staff who retire can be compensated with unemployment benefits.
- E. In the event the eligible staff person dies, the amount which could have been collected by the employee on his/her date of death will be paid to the employee's estate.

**ARTICLE XII
PROFESSIONAL CONDUCT**

- A. All staff shall comply with the rules, regulations, and directions from time to time adopted by the Board or its representatives, provided that such measures are not inconsistent with the provisions of this Agreement.
- B. The Board and Association recognize that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a staff person reflect adversely upon the teaching profession and create undesirable conditions in carrying out special services. Teachers may be disciplined for breaches of discipline.
- C. A staff person shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction or rules or delinquency in professional performance. If the teacher requests an Association representative from outside of the local bargaining unit, the district shall not have to wait more than twenty-four (24) hours to discipline an employee. In the case of a serious breach of professional conduct, such as alcohol or drug usage, a local Association representative will be present for the district's initial disciplinary action if representation is requested.
- D. No staff person 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 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.
- E. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which all unresolved disputes may be settled by an impartial third party (Article XIX, Section G and H, Binding Arbitration), 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, engage in any strike or slowdown against the Huron Intermediate School District, as defined in Section 1 of the Public Employment Relations Act. Any staff person engaged in such a strike

against the Huron Intermediate School District may be subject to disciplinary action.

ARTICLE XIII TEACHER EVALUATION

- A. Any formal monitoring or observation of the work of a staff person shall be conducted openly.
- B. Each staff person shall have the right, upon request, to review the contents of his/her own personnel file. The staff person will be provided with a list of the documents that are withheld from his/her review. A representative of the Association may, at the staff person's request, accompany the staff person in such review. The staff person shall affix his/her signature and the date to the record to signify he/she has reviewed his/her file and is aware of the contents.
- C. A staff person will be given the opportunity to review and discuss his/her formal evaluation with the reviewing administrator within ten (10) work days of the evaluation. No formal evaluation shall be conducted two (2) working days prior to Thanksgiving, Christmas or Easter.
- D. A staff person who disagrees with an evaluation may submit a written answer which shall be attached to the file copy of the formal evaluation in question.

ARTICLE XIV TEACHER PROTECTION

- A. Any case of assault upon a staff person shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the staff person of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the staff person in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any staff person is complained against or sued as a result of any action taken by the staff person while in pursuit of his/her employment, the Board shall provide legal counsel and render all necessary assistance to the staff person in his/her defense. If the staff person is found guilty by a court of competent jurisdiction, the Association will pay back to the Board

all costs of legal counsel and other assistance given the staff person during the defense.

- C. No action shall be taken upon any complaint by a parent or guardian of a student against a staff person, nor shall any notice thereof be included in said staff person's personnel file unless such matter is promptly reported in writing to the staff person 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 staff for any loss, damage or destruction of personal property of the staff person while pursuing duties in the schools or on school premises, provided that such property is not covered by other insurance and was reasonably cared for by the staff person.
- E. Staff 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 staff person in connection with any incident mentioned in this Article shall not be charged against the staff person if the staff person is cleared of the infraction by a court of competent jurisdiction.

ARTICLE XV STUDENT DISMISSAL

A staff person, may terminate his/her services to a student with permission of an HISD building principal/supervisor or designee. In all instances applicable board policies, federal and state laws will apply. The staff person will furnish the HISD principal and the local K-12 principal with full information about any incident as soon as his/her service obligations will allow.

ARTICLE XVI PROFESSIONAL DEVELOPMENT

- A. The Board and the Association support the principle of continuing the training of staff, participation by staff 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 may be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. An effort will be made to obtain qualified persons to participate in the presentations of such programs. All staff desiring to instruct, provided that they are properly qualified and that vacancies exist, or wanting to attend may be permitted to do so.
- C. The Board agrees to pay a sum up to ten (\$10) dollars per year per staff person for dues concerning membership in recognized professional education organizations in a participating capacity.
- D. Upon recommendation of the Superintendent or his designee and subject to the approval of the Board, staff 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 prepay estimated necessary expenses, with any appropriate adjustments to be made in the staff person's subsequent expense voucher.

ARTICLE XVII 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 staff person shall give service according to his/her particular length of contracted employment and in accordance with Appendix A.
- C. Each staff person shall report to his/her designated duty site (Intermediate Special Services Office, Huron Area Skill Center or the Huron Learning Center), on the day his/her service year ends.
- D. If a special program design requires a flexible calendar, the working days of an individual staff member may, by mutual agreement, be adjusted outside of the service calendar set forth in Appendix A. A flexible calendar will not be a condition of employment.

ARTICLE XVIII
PROFESSIONAL COMPENSATION

- A. The salaries of staff 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. The hourly rate for adult education high school completion teachers shall be listed in Appendix B.
- B. All staff, present and future, shall be given one (1) year credit for each two (2) years of experience up to a maximum of eight (8) years credit on the salary schedule as set forth in Appendix B for professional experience prior to employment by the Board. The Board may grant exceptions for temporary one (1) year employees from any public school district in Huron County. These employees may be granted up to full (unlimited) credit on the salary schedule as set forth in Appendix B.

Example:

1 to 3 years experience = 1
4 to 5 years experience = 2
6 to 7 years experience = 3
8 to 9 years experience = 4
16 years experience = 8

- C. Every staff person hired with the intent of a calendar year's service or as a result of program expansion shall be placed on the salary schedule.
- D. Staff contracted for more days than indicated on Appendix A shall be paid on the same per diem rate received that year. Per diem rate shall be computed by dividing a normal salary by the number of workdays in the staff person's contracted annual employment period.

Instructors hired for the Huron Area Skill Center with experience which does not include professional education with children, will be given one (1) year of experience credit on the salary schedule for the first five (5) years of experience in a field for which the instructor is vocationally certified or annually authorized. One (1) additional year on the salary schedule will be granted for each five (5) years of experience beyond the first five (5) years.

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

- F. Staff required in the course of their work to drive personal automobiles to fulfill Intermediate School District services shall receive an automobile allowance of twenty-five cents (\$.25) per mile. The District has the option of providing an automobile. The mileage allowance noted above shall be raised or lowered one cent (\$.01) for each ten cent (\$.10) increase or decrease in the cost of gasoline from one and 20/100 dollar (\$1.20) per gallon regular gasoline rates averaged in local stations.
- G. Mileage will be paid to an itinerant employee for the distance between the employee's home and his/her first stop in the morning, or the office and his/her first stop in the morning, whichever is shorter; and the employee's last school at night to his/her home, or the employee's 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 staff person 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.
- I. The staff person contributions to the State Teacher Retirement Fund, which is equal to five percent (5%) of the gross salary, shall be paid by the Board of Education.
- J. Staff accumulating additional graduate credit will be granted lateral movement for placement on the salary schedule in the next school year providing written evidence of such accumulation is provided to the Superintendent no later than July 1 of the previous school year, except that staff completing additional credit between June 15 and September 1 shall submit written evidence of such training within fifteen (15) days of the completion of course work if such credits are to be considered for placement on the salary schedule in the coming school year.

**ARTICLE XIX
GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of contract language by the Board. The staff person shall discuss the grievance with his/her immediate supervisor either personally or accompanied by an Association representative within ten (10) working days of the alleged violation. An Association grievance shall be discussed with the appropriate Director within ten (10) working days of the alleged violation.

- B. If, as a result of the informal discussion with the immediate supervisor or Director, a grievance still exists, the staff person or Association shall, within ten (10) days of the discussion, file a formal grievance on the form set forth in Appendix C, signed by the grievant and a representative of the Association. The form shall be available from the Association. The grievance shall be filed with the appropriate Director.
- C. Within five (5) school days of receipt of the grievance, the Director shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.
- D. 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 filing, the grievance shall be transmitted to the Intermediate School Superintendent. Within ten (10) 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.
- E. 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 ten (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 or 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.
- F. 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 shall be submitted to arbitration by letter to the American Arbitration Association no later than thirty (30) calendar days from the Board's response.
- G. If the parties cannot reach agreement as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance 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 judgment thereof 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. The time limited 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 staff person's individual contract term of employment or as soon as possible thereafter.
- J. If an individual staff person has a personal complaint which he/she desires to discuss with the Vocational Director, the Director of Special Services or the Intermediate School Superintendent, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and without 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 XX NEGOTIATIONS PROCEDURE

- 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.
- B. A reasonable time prior to expiration of this Agreement (should consider at least sixty (60) calendar days prior to its termination day), 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 control over the selection of the negotiation 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 and a majority of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and

authority to make 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.

ARTICLE XXI 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.
- B. Any individual contract between the Board and the individual staff person 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, E or F 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. Adult education high school completion teachers individual contracts shall be in the form provided in Appendix G and are subject only to the provisions contained in the attached Letter of Agreement designated as Appendix H unless otherwise specifically provided in the contract language.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- 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 entitled "Professional Agreement Between the Huron Intermediate School District and the Tri-County Bargaining Association, MEA-NEA," shall be printed at equal expense of the Board and the Association and presented to all staff now employed and hereinafter employed.

- F. Whenever a staff member is employed in a bargaining unit position for more than one (1) semester or its equivalent, he/she shall become a part of the bargaining unit. Only the salary and seniority provisions of the contract will be retroactively applied to the initial date of employment. Whenever it can be reasonably determined that a position will be available for more than one (1) semester, a staff member will be placed in that position and issued a regular contract. Staff hired as substitutes for staff on combined pregnancy/child care leaves which extend beyond the one (1) semester limit will not become members of the bargaining unit unless the Board grants an extension of the child care leave.

ARTICLE XXII
REDUCTION IN PERSONNEL, SENIORITY AND RECALL

- A. Not later than thirty (30) days following the ratification of this Agreement and by every September thereafter, a seniority list shall be prepared and a copy distributed to each staff person. For purposes of this Article, all staff shall be ranked on the list in order of the employee's most recent date of hire in the district. However, seniority shall be lost if a staff member refuses recall or terminates employment.
- B. No staff person shall be laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the program, reduced need for program, changes in ISD staffing requirements, a substantial decrease in the revenues of the school district, or unless there are other substantial budgetary considerations which shall have a detrimental effect on the district.
- C. No staff person shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said staff person shall have been notified of said lay-off according to the rules and regulations as established in the State Tenure Act. Tenured staff and Association members not covered by the State Tenure Act shall be issued individual contracts for the next school year by June 1. Individual contracts shall be returned to the Superintendent by June 30.
- D. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the following method shall be used to determine the order of retention:
1. Those staff persons with the least seniority in the classification which is to be cut shall be laid off first. The Board shall determine which classifications are to be cut. It is understood that the initial

date of employment shall be the first date of service provided by a staff person.

2. If two (2) or more staff persons are found to have equal status in Subsection 1 above, the staff person possessing the most teaching experience shall be retained.
3. If two (2) or more staff persons are found to have equal status in Subsections 1 and 2 above, the staff person possessing a Master's Degree shall be retained over a staff person who possesses a Bachelor's Degree.
4. If two (2) or more staff persons are found to have equal status in Subsection 1, 2 and 3 above, the staff person possessing the greatest number of hours beyond his/her degree shall be retained.
5. If two (2) or more staff persons are found to have equal status in Subsections 1, 2, 3 and 4 above, the staff person to be retained shall be determined through random selection in a manner to be determined by the Association.

- E. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure staff that they will be recalled in the reverse order of lay-off, provided that the certification requirements of Paragraph D-1 are maintained and the teacher being recalled is certified and qualified to fill the position which is open for recall.

In the event of recall, the Board shall notify a staff person of recall by a registered letter at his/her last known address. A staff person shall have fifteen (15) calendar days from receipt of the letter to notify the Board of his/her intent to return and must be able to within thirty (30) calendar days of said receipt. It is understood that failure of the staff person to meet the time limits above shall be considered the resignation of said staff person.

In the event that no receipt signed by the staff person is returned to the Board within fifteen (15) calendar days, the Board shall notify the Association. The Association and the Board shall make all reasonable efforts to contact the staff person. If the staff person is not located within an additional fifteen (15) calendar days (thirty (30) days from the date of the registered letter), the position shall be filled by the next senior member who is certified and qualified for the position from the lay-off list. If the position cannot be filled from the lay-off list, the position shall be declared vacant and shall be filled in accordance with the provisions of the Agreement.

- F. No new staff shall be employed by the Board while there are staff in the district who are laid off unless there is no laid off staff person with the proper certification and qualifications to fill a vacancy which is created by attrition, or by addition of a new position.
- G. Lay-off period shall be defined as the length of time which the Board is obligated to notify and recall any staff person who has been laid off due to a necessary reduction in personnel, as defined in this Article.

The lay-off period for a probationary staff person shall be one (1) year. The lay-off period for a tenured staff person shall be defined in the Michigan Teacher Tenure Act. It is understood that the lay-off period shall begin the first day of September following the notification of the lay-off.

A laid off employee will have his/her accrued sick days frozen and held by the district until return to employment.

- H. A laid off staff person may apply to continue his/her health, dental and life insurance benefits if allowed by the carrier. To continue benefits, the laid off employee must prepay to the district, one (1) month in advance, the amount of the premium as rated by the carrier. The Board shall bear no responsibility for failure of the employee to pay and shall not be responsible for a lapse in coverage provided that the Board forwards payment promptly within carrier guidelines.
- I. During the period of impending lay-off, the Board will consider to granting requests for voluntary leaves of absence for up to one (1) year providing a person expecting to be laid off is certified and qualified to fill the position vacated by the voluntary leave. The Board, at its discretion, may grant an additional year's leave if necessary.

ARTICLE XXIII INSURANCE PROTECTION

- A. Upon submission of a written application the Board agrees to pay the premiums for insurance coverage for each full-time employee for an insurance protection package comparable to the following general specifications. Less than full-time employees who apply for coverage shall have premiums paid on a prorated basis.

Beginning at the commencement of the 1990-91 insurance contract year, the Plan "A" comparable language will be changed from Super MED II (MC) to Super Med I (MC) with a Two Dollar (\$2.00) co-pay drug rider.

Employees who are not eligible for or who do not select Plan A may select Plan B.

Plan A	Plan B
MESSA Super Med II (With MC)	Dependent Life: \$2,000 Spouse \$1,000 Child(ren)
Long Term Disability 66 2/3% \$2,500 Maximum 90 Calendar Days - Modified Fill Freeze on Offsets Alcohol/Drug - same as any other illness Mental/Nervous - same as any other illness COLA	Long Term Disability Same as Plan A
Delta Dental Plan: 80/80/80: \$1,300	Delta Dental Plan: 100:90/90/90: \$1,500
Life: \$30,000 AD&D	Life: \$40,000 AD&D
Vision: VSP-3	Vision: VSP-3

- B. In the event that a teacher is disabled through an injury or illness covered by Worker's Disability Compensation, sick leave shall not be reduced and all fringe benefits shall continue for the duration of the individual's contract.

All Worker's Compensation coverage shall be subject to offset by any wage continuation protection provided by long term disability coverage so that the employee does not receive more than his/her regular wages.

- C. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing September 1, and ending August 31 or July 1 through June 30 if the teacher commences employment in July, even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment. The School Board will be responsible for providing insurance information including application, claim materials, and enrollment meetings for the above-mentioned programs.

- D. The above insurance is subject to the rules and regulations of the underwriting carrier(s). It is specifically understood that insurance coverage shall not serve to provide double or overlapping coverage for both husbands and wives who are employees of the Intermediate School District.
- E. The Board and Association will establish a committee to meet once annually to review insurance costs for the purpose of future cost containment. The Board will appoint two (2) administrative staff and one (1) Board member to this committee. The Association will appoint three (3) professional staff from the HISD staff to serve on this committee.

**ARTICLE XXIV
PROGRAM PLANNING**

Staff persons are encouraged to discuss with the administration current Intermediate School District services provided and the anticipated need for changes in services for the coming academic year.

**ARTICLE XXV
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1994, and shall continue in effect through June 30, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Tri-County Bargaining Association
MEA/NEA Representatives

Denny C. Letts

Date: 5-24-95

Huron Intermediate School District
Board of Education Representatives

Clarence Fraum

Edward Schubring

Janice Holz

Helen C. Warack

[Signature]

Date: _____

APPENDIX A-1
1994-95 CALENDAR
Huron Intermediate School District

Month	SMI Staff	SMI Students	All Staff Except SMI*	All Students Except SMI**	Adult H.S. Completion Staff
August					
Sept.					
October					
Nov.					
Dec.					
January					
Feb.					
March					
April					
May					
June					
Total Days					

Last Day of
School/
Service

June 17, 1993 June 15, 1993 June 10, 1993 June 8, 1993

*Includes special education itinerant staff, HLC (Except SMI) and vocational education.

**Includes all HLC (except SMI) and vocational education.

NOTE: If the number of days mandated by legislation and/or rule changes is decreased in any program or group classification, individual contracts of affected employees shall be adjusted accordingly.

APPENDIX B
1994-1995 SALARY SCHEDULE
(2.6% increase)

Step	BA	BA+18	BA+30 or MA	MA+18	MA+30	Ph.D. or Ed Spec
1	25,488	26,449	27,411	28,372	29,333	30,295
2	27,023	27,985	28,946	29,908	30,870	31,831
3	28,561	29,522	30,483	31,445	32,406	33,369
4	30,097	31,058	32,019	32,982	33,942	34,905
5	31,634	32,596	33,556	34,519	35,480	36,441
6	33,170	34,132	35,093	36,055	37,016	37,978
7	34,708	35,669	36,630	37,593	38,553	39,515
8	36,243	37,206	38,166	39,129	40,090	41,051
9		38,743	39,704	40,664	41,627	42,589
10		40,278	41,240	42,201	43,163	44,124
11			42,777	43,738	44,701	45,661
12			44,314	45,274	46,237	47,198

A \$100 stipend will be granted to each employee selecting insurance Plan "A" to be paid in the first check in September.

Adult Education High School Completion	\$17.53
Enrichment Teacher	\$15.28

APPENDIX B
1995-1996 SALARY SCHEDULE
(2.6% increase)

Step	BA	BA+18	BA+30 or MA	MA+18	MA+30	Ph.D. or Ed Spec
1	26,151	27,137	28,123	29,119	30,096	31,082
2	27,725	28,713	29,698	30,686	31,673	32,658
3	29,303	30,290	31,276	32,262	33,249	34,236
4	30,879	31,866	32,852	33,839	34,825	35,812
5	32,456	33,444	34,429	35,416	36,403	37,389
6	34,032	35,019	36,006	36,992	37,978	38,966
7	36,610	36,596	37,583	38,570	39,555	40,543
8	37,186	38,173	39,158	40,146	41,132	42,119
9		39,750	40,736	41,722	42,709	43,697
10		41,325	42,312	43,299	44,285	45,271
11			43,889	44,876	45,863	46,848
12			45,466	46,451	47,439	48,425

A \$100 stipend will be granted to each employee selecting insurance Plan "A" to be paid in the first check in September.

Adult Education High School Completion	\$17.99
Enrichment Teacher	\$15.67

APPENDIX B
1996-1997 SALARY SCHEDULE
(2.1% increase)

Step	BA	BA+18	BA+30 or MA	MA+18	MA+30	Ph.D. or Ed Spec
1	26,700	27,707	28,714	29,721	30,728	31,735
2	28,308	29,316	30,322	31,330	32,338	33,344
3	29,919	30,926	31,933	32,940	33,947	34,955
4	31,528	32,535	33,542	34,550	35,556	36,564
5	33,138	34,146	35,152	36,160	37,167	38,174
6	34,747	35,755	36,762	37,769	38,776	39,784
7	36,358	37,365	38,372	39,380	40,386	41,394
8	37,967	38,975	39,981	40,989	41,996	43,003
9		40,585	41,592	42,598	43,606	44,614
10		42,193	43,201	44,208	45,215	46,222
11			44,811	45,818	46,826	47,832
12			46,421	47,427	48,435	49,442

A \$100 stipend will be granted to each employee selecting insurance Plan "A" to be paid in the first check in September.

Adult Education High School Completion	\$18.37
Enrichment Teacher	\$16.00

An additional two hundred (\$200) dollar signing bonus will be paid to each unit member payable in the first pay check of the 1996-97 school year.

**APPENDIX C
GRIEVANCE REPORT FORM**

STEP I (Verbal)

STEP II

A. Date Received by the Superintendent: _____

B. Disposition by Superintendent:

Signature of Superintendent

Date

C. Position of Grievant and/or Association:

Signature of Superintendent

Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition and Award by Arbitrator:

Signature of Arbitrator

Date

APPENDIX D
CONTRACT OF EMPLOYMENT
(Probationary Teacher)
HURON INTERMEDIATE SCHOOL DISTRICT

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the Huron Intermediate School District, hereinafter called the "Board", and _____, hereinafter called the "Teacher:"

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Professional Agreement between the Board and the Tri-County Bargaining Association, MEA-NEA, and to the extent that any provisions of the contract and said Professional Agreement are inconsistent, the provisions of said Professional Agreement, dated July 1, 1992 - June 30, 1994, shall be controlling.
2. That said Teacher is employed and hereby agrees to teach in said School District as a _____ for the 19__ - 19__ school year which shall consist of no more than contractual days/weeks.
3. That said Board shall pay said Teacher the sum of:

\$_____ Degree plus Semester Hours _____
Years Experience for said teaching duties and in addition the Board agrees to pay following amount for the within listed extra duties:
\$_____ Total Compensation

Said compensation shall be paid in equal installments, the first payment to be made on _____, 19__, with subsequent payments to be made as follows:

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate and the Teacher has executed this contract this ____ day of _____, 19__.

Board of Education Representative
Huron Intermediate School District

Teacher

President

Superintendent

APPENDIX E
CONTRACT OF EMPLOYMENT
(Tenure Teacher)
HURON INTERMEDIATE SCHOOL DISTRICT

In consideration of the mutual covenant hereinafter contained, it is hereby agreed between the Board of Education of the Huron Intermediate School District, hereinafter called the "Board," and _____ hereinafter called the "Teacher:"

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Professional Agreement between the Board and the Tri-County Bargaining Association, MEA-NEA, and to the extent that any provisions of the contract and said Professional Agreement are inconsistent, the provisions of said Professional Agreement, dated July 1, 1992 - June 30, 1994, shall be controlling.

2. That said Teacher is employed and hereby agrees to teach in said School District as a _____ for the 19__ - 19__ school year which shall consist of no more than _____ contractual days/weeks.

3. That said Board shall pay said Teacher the sum of:
\$_____ Degree plus Semester Hours _____
Years Experience for said teaching duties and in addition the Board agrees to pay the following amount for the within listed extra duties:
\$_____ Total Compensation
Said compensation shall be paid in equal installments, the first payment to be made on _____, 19__ , with subsequent payments to be made as follows:

4. That said Teacher is hereby retained as a tenure teacher, as defined in the Michigan Teacher Act (Act. No. 4 of the Public Acts of 1937, extra session as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate and the Teacher has executed this contract this ___ day of _____, 19__.

_____ Teacher	_____ Board of Education Representative Huron Intermediate School District
	_____ President
	_____ Superintendent

**APPENDIX F
CONTRACT OF EMPLOYMENT
HURON INTERMEDIATE SCHOOL DISTRICT**

In consideration of the mutual covenant hereinafter contained, it is hereby agreed between the Board of Education of the Huron Intermediate School District, hereinafter called the "Board", and _____, hereinafter called the "Teacher:"

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Professional Agreement between the Board and the Tri-County Bargaining Association, MEA-NEA, and to the extent that any provisions of the contract and said Professional Agreement are inconsistent, the provisions of said Professional Agreement, dated July 1, 1992 - June 30, 1994, shall be controlling.
2. That said Teacher is employed and hereby agrees to teach in said School District as a _____ for the 19__ - 19__ school year which shall consist of no more than _____ contractual days/weeks.
3. That said Board shall pay said Teacher the sum of:

\$ _____ Degree plus Semester Hours _____
Years Experience for said teaching duties and in addition the Board agrees to pay the following amount for the within listed extra duties:

\$ _____
\$ _____ Total Compensation

Said compensation shall be paid in equal installments, the first payment to be made on _____, 19____, with subsequent payments to be made as follows:

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate and the Teacher has executed this contract this _____ day of _____, 19__.

Board of Education Representative
Huron Intermediate School District

Teacher

President

Superintendent

APPENDIX G
ADULT HIGH SCHOOL COMPLETION INSTRUCTION CONTRACT
HURON INTERMEDIATE ADULT EDUCATION CONSORTIUM
 711 East Soper Road
 Bad Axe, Michigan 48413

NAME _____				
Last		First		Middle Initial
ADDRESS _____				
Number	Street	City	State	Zip
_____ Telephone Number			_____ Social Security Number	
_____ Class/Activity Title			_____ Beginning Date/Ending Date	
_____ Day(s)/Time			_____ Number of Weeks - Total Time	
_____ Rate of Pay			_____ Type of Class	

TERMS OF EMPLOYMENT
PAY SCALE

1. The hourly rate for this position shall be per class hour.
2. This is a non-tenured position for the current class term set forth only, and is terminable at the will of the employer. There are no promises or assurances given of any future or continued employment.
3. The sole consideration for this employment is the hourly pay rate set forth herein, there are no other benefits, promises, or considerations other than those set forth in this written agreement and in Appendix H of this Collective Bargaining Agreement.

I accept employment under the terms and conditions listed herein.

Employee's Signature

Date

Superintendent

Title

Date

APPENDIX H

Letter of Agreement
Between the Huron Intermediate School District
and
Tri-County Bargaining Association
Adult High School Completion

- I. The adult education high school completion teachers will be covered by the following Articles of the Collective Bargaining Agreement without amendment:

Agreement	
Article I.	Recognition
Article II.	Association and Teacher Rights
Article III.	Rights of the Board
Article V.	Pay Days
Article VII.	Teaching Conditions
Article VIII.	Vacancies and Promotions
Article XIV.	Teacher Protection
Article XII.	Teacher Evaluation
Article XV.	Student Dismissal
Article XVI.	Professional Development
Article XX.	Negotiations Procedure
Article XXI.	Miscellaneous Provisions
Article XXIV.	Program Planning
Article XXV.	Duration of Agreement

- II. The adult education high school completion teachers will be covered by the following Articles as amended herein:

Article VI - Teaching Hours

Adult education high school completion teachers are not covered under any of the current contract language provisions. The teachers' hours are covered as follows:

- A. The teachers shall report for duty in accordance with his/her daily schedule or the direction of the adult education director.
- B. Except in the case of an emergency, a teacher who is unable to report to work shall notify the office of the adult education director, giving his/her reason for not being on duty, by 7:15 A.M. or in the case of an afternoon/evening class no later than 12:00 noon.

- E. Hourly teaching staff will not be paid when school is closed due to "Acts of God" or inclement weather. If the day is required to be made up, the teacher will be paid for the made up class.

Article XII - Professional Conduct

Teachers are not covered under any of the current provisions but are covered as follows:

- A. All staff shall comply with the rules, regulations, and directions from time to time adopted by the Board or its representatives, provided that such measures are not inconsistent with the provisions of this Agreement.

Article XVII - Service Calendar

The calendar for adult education high school completion teachers will be separate from the regular staff calendar and is set forth in Appendix A-1 as determined by a joint administration and association committee.

Article XVIII - Professional Compensation

Adult education high school completion teachers shall be covered by all provisions of this Article except a new sentence will be added to A. "The hourly rate for adult education high school completion teachers shall be listed in Appendix B".

- K. Adult education high school completion is a program provided for high school dropouts and adults all over the age of 17. Courses will follow a curriculum that has been designed for high school completion. Qualifications for the high school completion staff require certification, licensing or annual authorization. The staff member will be compensated as stated at the adult education high school completion rate in Appendix B.

Article XIX - Grievance Procedure

Adult education high school completion teachers are not covered by the contract grievance procedure except a teacher who is discharged has the right to grieve the discharge up to the superintendent's level of the grievance procedure. The superintendent's decision may not be appealed to the Board of to arbitration. The superintendent's decision is final and binding.

Article XXII - Reduction in Personnel, Seniority and Recall

Current contract language does not apply, however, adult education high school completion teachers will be placed on their own seniority list. The list will be updated in September of each year. Teachers will be laid off and recalled in accordance with the Teacher Tenure Act.

Article XXIII - Insurance Protection

Only adult education high school completion teachers working 30 or more hours per week are covered by the provisions of Article XXIII.

It is agreed that the adult education high school completion teachers shall be covered under no other provisions of the Collective Bargaining Agreement.

For the Board

For the Association

Date

Date

APPENDIX I
MEMORANDUM OF UNDERSTANDING
between the
TRI-COUNTY BARGAINING ASSOCIATION
and
THE HURON INTERMEDIATE SCHOOL DISTRICT

The Parties hereby agree that MERC Case number UC92 C-11 (Math Science/Outreach Teachers) and MERC Case number UC92 C-12 (Gifted and Talented Programs Coordinator) shall be resolved by the Parties adding the above referenced position titles to the list of inclusions in the Bargaining Unit as contained in Article II, Recognition, of the Master Agreement between the Parties.

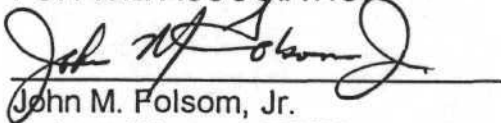
Article II shall read as follows:

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for a unit consisting of all certified personnel or other professional personnel as approved by the State Board of Education. Such recognition including: Teacher-Consultant, Educable Mentally Impaired; Homebound and Hospitalized; Occupational Therapists; Nurses; Teacher-Consultant, Physically Impaired; School Psychologist; School Social Workers; Speech and Language Pathologists; Teachers of the Trainable Mentally Impaired; Teachers of the Severely Mentally Impaired; Adult Education High School Completion Teachers; Math Science/Outreach Teacher and Gifted and Talented Programs Coordinator. Other non-supervisory positions added to the staff will be added to this listing; such as: Physical Therapists; Teacher-Consultant, Visual Impaired; Teacher-Consultant, Emotionally Impaired; Teacher-Consultant, Disabled; and other itinerant staff. Specially excluded from this unit shall be all administrators, supervisors, substitutes and enrichment teachers.
- B. Definitions:
1. Board: for purposes of this contract, whenever the term "Board" is used it refers to the Huron Intermediate School District of Huron, Tuscola and Sanilac Counties, Bad Axe, Michigan.
 2. Staff: whenever the term "staff" is used, it refers to any member of the Huron Intermediate Special Services Association bargaining unit.

Pursuant to the telephone consent hearing of April 6, 1992, upon execution of the Agreement, the Tri-County Bargaining Association shall withdraw its petitions for Cases UC92 C-11 and UC92 C-12.

The Parties do hereby agree:

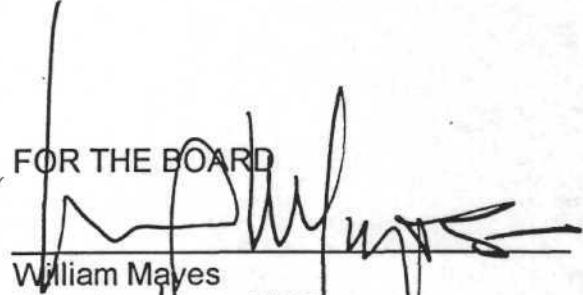
FOR THE ASSOCIATION



John M. Folsom, Jr.
Uniserv Director, TCBA

Date: 5-24-95

FOR THE BOARD


William Mayes
Superintendent, HISD

Date: May 20 95

