

9-5-68

Monroe County

Reviewed
Aug. 4, 1967

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

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AGREEMENT

IDA PUBLIC SCHOOLS

AND

IDA EDUCATION ASSOCIATION

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

John Public Schools.

MEA
1216 Kendall
East Lansing, Mich.
48823

Duv: Sept. 5, 1968

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PROPOSED IDA EDUCATION ASSOCIATION
AGREEMENT, 1967-1968

The Board of Education of the Ida Public Schools of Ida, Michigan hereafter referred to as "Board", and the Ida Education Association hereafter referred to as "Association", in consideration of the mutual covenants entered into, agree as follows:

IDA EDUCATION ASSOCIATION AGREEMENT

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Ida Public Schools is their mutual aim, and

Whereas, the parties of this agreement agree that it is the duty of the Board of Education to make policies necessary to maintain adequate and uninterrupted services to the public and children of the Ida Public Schools, and

Whereas, the laws of the State of Michigan authorize collective bargaining for public employees, and

Whereas, it is the purpose of this agreement to resolve by collective bargaining in good faith, differences concerning wages, hours and working conditions.

ARTICLE I

Recognition

- A. The Board recognizes the Ida Chapter of Michigan Education Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all professionally certified personnel who are teaching, but excluding administrative and supervisory personnel and diagnostician.
- B. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to the male teachers shall include female teachers.
- C. The Board agrees not to negotiate with any teacher or teachers' organization other than the Ida Chapter of Michigan Education Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement.
- D. Within 7 days of the beginning of their employment hereunder, each individual teacher must sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association, the Michigan Education Association, district and local affiliates of the state organization), or pay a fair share fee in order to attend or participate in local Association business and negotiations. The deduction of membership dues or fair share fees shall be made from each pay check for twenty pay periods beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Law, Teacher Tenure Law or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- F. When requested in writing each year by the teacher, the Board shall deduct from the employee's salary and pay the proper association a sum equal to IEA, MEA and NEA dues for the purpose of professional negotiations and/or membership in the association.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees to invoke the assistance of the State Labor Mediation Board.

C. The Board agrees to furnish to the Association any information concerning the financial resources of the district as presented in the C.P.A. audit.

D. The local chapter of the Association and its members shall have the right to use school buildings for meetings at reasonable times and hours when such buildings are open and an janitorial operating staff is on duty. Such use will be scheduled through the building principal.

ARTICLE III

Professional Compensation

- A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in the agreement. Such salary schedule shall remain in effect during the one year term of this agreement.
- B. The following legal holidays shall be observed and all schools closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day. Schools will also be closed on Good Friday and Easter Monday.
- C. For the term of this agreement the school calendar shall be as set forth in Schedule B. If the state demands more days than is called for in Schedule B to qualify the district for full state aid, these days will be added to the schedule without an increase in the salary to the teacher.
- D. All teachers shall be released from regular duties without loss of salary for the purpose of participating in area or regional institutes where authorized by statute. When a teacher is actively engaged as an officer or representative of the local or district associations they shall be allowed released time without loss of salary to attend meetings conducted by said associations. The local chapter shall reimburse school district for substitutes for local officers or representatives attending these meetings.
- E. Salary will be paid on the basis of 20 or 26 pay periods according to authorization of each teacher.

ARTICLE IV

Teaching Hours

A. The Board recognizes the principle of a standard work week not to exceed forty hours and will set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers to work in excess of such standard work week unless mutually agreed.

B. The Board reserves the right to set the hours of the school day as long as these hours agree with section A of this article.

C. Teachers shall check in no later than one half hour before school convenes and leave no earlier than one half hour after school is dismissed unless permission is given.

ARTICLE V

Teaching Load and Assignments

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards.

1. Elementary

| | |
|--------------------|----|
| Kindergarten | 25 |
| First-Second Grade | 25 |
| Third-Fifth Grade | 30 |

2. Secondary

| | |
|--------------------|----|
| English | 25 |
| Social Studies | 30 |
| Mathematics | 25 |
| Science | 25 |
| Language | 25 |
| Business | 25 |
| Typing | 30 |
| Business Machines | 20 |
| Industrial Arts | 24 |
| Drafting | 30 |
| Homemaking | 24 |
| Music | 30 |
| Art | 25 |
| Physical Education | 35 |
| Hygiene | 30 |

B. Assignments shall be made at the discretion of the Administration and will, except for good cause, be in the areas of teacher competence and in their major and minor fields of study.

C. Since a change in grade assignment in the elementary school grades and changes in subject assignments in the secondary school grades, could cause poor teaching because of dissatisfaction, the administration will consult with the teacher prior to August 1st before such change will take place. If the teacher objects every effort will be made to make a satisfactory assignment.

D. The normal weekly teaching load in the senior high and intermediate school will be 25 teaching periods and 5 supervised study periods, or 30 teaching periods only with not more than three (3) preparations. There shall be five (5) unassigned preparation periods for all teachers in the high school and intermediate school.

ARTICLE VI

Teaching Conditions

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained and textbooks up-to-date.
- B. All teachers shall be entitled to a duty free lunch period equivalent to the established lunch period.
- C. Under normal conditions no teacher shall be required to drive a school bus on a daily route as a part of his regular assignment.
- D. The Board shall make available in each school adequate restroom and lavatory facilities for teacher use and at least one room shall be reserved for use as a faculty preparation room in which smoking shall be permitted.
- E. Announcements shall be made either the first 5 minutes of a class period or the last 5 minutes except in extreme emergency.
- F. Any announcements concerning the non-performance of duties by teachers will not be made over the classroom public address system but shall be on the morning attendance sheet or be brought up in teachers' meetings.
- G. A key to the building will be made available to teachers who desire to prepare rooms and plan professionally during times which building is locked.
- H. Professional studies and Curriculum Committee. A committee to study curriculum improvement and make recommendations for such improvement to the Board of Education shall be established. This committee shall be composed of nine members, 3 teachers (one from each building) to be appointed by the Association, 3 members from the Administrative staff and Board of Education (at least one Board member) and 3 members, who are not employed by the school system, to be mutually agreed upon by the Board and Association, to represent the public. The committee shall establish a regular meeting time and study such problems as curriculum and class load. The committee herein established shall investigate and submit recommendations to both the Board and the Association, but such reports shall be advisory only.
- I. Parking facilities shall be made available to teachers for their normal use.
- J. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

K. The provisions of this agreement as to wages, hours, terms and condition of employment shall be applied without regard to race, creed, religion, color national origin, age, sex, or marital status or membership in, or association with, the activities of any employee organization.

ARTICLE VII

Personal Business

A. One day to be counted as sick leave, and one day not counted as sick leave, will be given for personal business which can be called an emergency and cannot be done after regular school hours. Permission for these days must be secured from the superintendent of schools.

ARTICLE VIII

Leaves of Absence

A. All teachers will be given 10 days sick leave per year with accumulation to 100 days.

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

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

1. Personal illness
2. Serious illness in immediate family not to exceed 5 days per year
3. A maximum of three (3) days for death in immediate family defined as spouse, siblings, children, parents, mother-in-law and father-in-law
4. One day of local leave will be given for death of grandparents and foster parents.

D. All other leaves of absence will be granted without pay at the discretion of the administration. Upon return from leave, the teacher shall be assigned to the same position or a substantially equivalent position, if available, for which he is qualified.

E. A maternity leave shall be granted without pay at the request of the teacher. The teacher shall be entitled to return from such leave at a time when a position for which she is qualified is available within two (2) years.

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

Teachers on military leaves shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

ARTICLE IX

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

ARTICLE X

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. 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 teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selections of the negotiating or bargaining 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 by a majority of 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 proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XI

Professional Grievance Negotiation Procedure

- A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.
- B. Within five days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of the reasons why it is being disapproved.
- C. Within 30 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 30 days after its submission to the Board.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the State Labor Arbitration Board.
- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- F. The costs of any arbitration under this Article shall be paid equally by the Board and local Association.
- G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to the principal for informal processing in an effort to reduce the number of grievances handled under the professional grievance procedure herein established.

ARTICLE XII

Miscellaneous Provisions

A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call between 6:45 a.m. and 7:15 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

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

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

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision 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 shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed or considered for employment by the Board.

ARTICLE XIII

Duration of Agreement

This Agreement shall be effective as of Sept. 5, 1967 and shall continue in effect for one year until the 5th day of Sept., 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Mabel LaVoy
Its President

By Wilma Logan
Its Secretary

By Ruth Lipperle
Chairman, Negotiating Committee

By Billy Jean Wilson
Negotiating Committeeman

By Mary Ellen Navarre
Negotiating Committeeman

By Lois Cronewett
Negotiating Committeeman

By Eugenia Tallman
Negotiating Committeeman

BOARD OF EDUCATION

By Harry Dirstone
School Superintendent

By W. H. H. H. H.
Its President

By W. C. Paul
Its Secretary

By W. R. Hammond
Member

By M. C. Pepple
Member

By Harmon M. Feibels
Member

By Erin G. Drost
Member

By Harold A. Stutz
Member

ARTICLE XIV

A. Increments become effective September 1 of each year and the advancement under the salary schedule shall be automatic as of September 1 following completion of required academic or professional courses.

B. If a teacher substitutes for another teacher during their preparation period they will be allowed four (4) dollars per period.

C. Longevity

For each 5 years of service in the Ida Public Schools since 1946 the teacher shall receive an additional \$100.00.

D. Terminal Leave

In recognition of services to the school district a terminal leave payment of two percent (2%) of the teacher's current basic salary will be paid upon retirement at social security age or permanent disability provided the teacher has successfully completed ten (10) years of service in the Ida District.

E. Health and accident insurance coverage will be paid by the board at the rate of \$6.00 a month for twelve months.

F. Credit for experience outside the school system shall be evaluated by the Board of Education and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first 5 years of experience, but no credit shall be given for a fractional part of a year. A maximum of 6 years of experience may be given with board approval. Teachers shall be advanced a maximum of two steps on the salary schedule for active military service.

SCHEDULE A

Base Salary \$5800

| Steps | % Increase | B.S. | (\$400) above B.S. M.A. |
|-------|------------|--------|----------------------------|
| 0 | 1.00 | \$5800 | \$6200 |
| 1 | 1.04 | 6032 | 6432 |
| 2 | 1.08 | 6264 | 6664 |
| 3 | 1.12 | 6496 | 6896 |
| 4 | 1.16 | 6728 | 7128 |
| 5 | 1.20 | 6960 | 7360 |
| 6 | 1.245 | 7221 | 7621 |
| 7 | 1.29 | 7482 | 7882 |
| 8 | 1.335 | 7743 | 8143 |
| 9 | 1.38 | 8004 | 8404 |
| 10 | 1.425 | 8265 | 8665 |
| 11 | 1.47 | 8526 | 8926 |

Non-degree teacher - \$400.00 less than B. S. pay schedule

SCHEDULE A - 1

Coaching Salary - Based on B.S. or B.A. Degree

| | |
|--------------------------------------|-----|
| Head Football Coach | 10% |
| Head Basketball | 10% |
| Assistant Football | 8% |
| Reserve and Extra Assistant Football | 6% |
| Assistant Basketball | 8% |
| Freshman Basketball | 5% |
| Head Baseball | 6% |
| Head Track | 6% |
| Jr. High Basketball, 7th Grade | 5% |
| Jr. High Basketball, 8th Grade | 5% |
| Reserve and Jr. High Track | 5% |
| 6th Grade Coaching | 3% |

Additional Compensation for Extra Duties Based on
B. S. or B. A. Degree

| | |
|--|-----------------------|
| High School Cheerleading | 4% |
| Junior High Cheerleading | 1% |
| Band | 9% + \$500 for summer |
| Play (Senior) | \$100.00 |
| Play (Junior) | \$100.00 |
| Annual (All above comes from Annual Fund) | \$100.00 |
| Lunch Hour | \$2.00 per person |
| High School Counselor - 2 weeks extra at current pay | |
| High School Librarian - 2 weeks extra at current pay | |
| High School Shop - 2 weeks extra at current pay | |

Special Education

| | |
|--------------------------|-------------------------|
| Mentally Handicapped | \$200.00 above Base pay |
| Deaf and Hard of Hearing | \$400.00 above Base pay |

SCHEDULE B

School Calendar 1967-68

| | |
|------------------------|---|
| Monday, September 4 | Labor Day |
| Tuesday, September 5 | Morning Conferences - Afternoon Classes |
| Wednesday, September 6 | Morning Conferences - Afternoon Classes |
| Thursday, September 7 | Full day classes begin |
| Thursday, October 19 | Teacher's Institute - No classes |
| Friday, October 20 | Teacher's Institute - No classes |
| Thursday, November 23 | Thanksgiving Day - No classes |
| Friday, November 24 | Thanksgiving Recess - No classes |
| Monday, November 27 | Classes resume |
| Friday, December 20 | Last day before Christmas recess |
| Monday, January 1 | New Year's Day - No classes |
| Wednesday, January 3 | Classes Resume |
| Friday, January 26 | Records Day - no classes |
| Friday, April 12 | Good Friday - no classes |
| Monday, April 15 | Easter Recess - no classes |
| Tuesday, April 16 | Classes Resume |
| Thursday, May 30 | Memorial Day - No classes |
| Friday, June 7 | School Year Ends |

Number of days of Attendance - - 180