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1974-1975-1976

MASTER  
AGREEMENT

IDA PUBLIC SCHOOLS  
AND  
IDA EDUCATION ASSOCIATION

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IDA PUBLIC SCHOOLS  
Ida, Michigan

BOARD OF EDUCATION  
IDA EDUCATION ASSOCIATION  
AGREEMENT

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

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

Whereas, the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards, 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 and or counseling, but excluding administrative and supervisory personnel, diagnostician and social worker.
- 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.
- 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 consistent with the terms of this agreement.
- D. 1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.
2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA, and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph 3 of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph 3, the Board shall not submit a contract to such teacher for the subsequent year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
3. Pursuant to such authorization as provided in paragraphs 1 and 2 of this Article, deduction of membership dues or fees and insurance premiums shall be made in the following manner:
- a. MEA, NEA, and county and local dues will be taken out of the 1st pay of every month for 10 months in equal deductions beginning September and ending June.
  - b. Insurance premiums for coverages over and above those furnished by the Board shall be deducted as follows:

- (1) Those teachers on 20 pays will have both the Association dues and fees mentioned in (a.) above and insurance premiums deducted from the 1st pay in September received 4th Friday after school starts.
  - (2) Those teachers on 20 pays will have deducted from the 2nd pay of every month premiums owed for insurance selections. The last pay in June will have deductions for July, August and September to cover summer months not on payroll.
  - (3) Teachers on 26 pays will have deductions removed from pay for insurance selections on the 2nd pay of every month for 12 months unless they choose the lump sum payment in June. In such case July, August and September premiums would be deducted.
4. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.

## 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 Michigan Employment Relations Commission.

C. The Board agrees to furnish to the Association all information concerning the financial resources of the district.

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 janitorial operating staff is on duty. Such use will be scheduled through the building principal.

E. 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.

F. The provisions of this Agreement as to wages, hours, terms and conditions 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.

G. Any substitute teacher who has been assigned a single teaching responsibility for a period of twenty (20) consecutive school days shall receive regular teacher pay. Whenever reasonably possible, teaching positions will be filled with teachers under contract.

### 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. For the term of this Agreement, the school calendar shall be as set forth in Schedule B. If the state demands more days than are 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 of the teacher.
- C. 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 districts for substitutes for local officers or representatives attending these meetings.
- D. Salaries will be paid on a basis of 20 or 26 pay periods according to authorization of each teacher. The teachers with 26 pays will receive their first pay the second Friday after the beginning of school. The teachers with 20 pays will receive their first pay on the 4th Friday after the beginning of school. The Board will pay a lump sum check at the end of the school year in June to any teacher who so desires.
- E. All new teachers shall be required to attend an unpaid half day session previous to the first calendar day. The date and program for the session will be arranged by a joint Association and Board committee.
- F. Anyone reaching the age of 65 by July first of each year will not be employed for the next year.
- G. If a teacher substitutes for another teacher during his, or her, free planning period, the substituting teacher will receive five dollars per period.

If the substituting is done in the elementary grades during the normal free time the teacher has because of art, music or physical education, the substituting teacher will be paid on the basis of a 50 minute period.

Teachers may be asked to take a teaching assignment other than their regular assignment, without additional compensation if they are freed from their regular assignment because of field trips or dismissed classes.

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:

<u>Elementary</u>		<u>Secondary</u>	
Kindergarten	25	English	25
First - Second	25	Social Studies	30
Third - Fifth	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
		Phys 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. In making changes in assignments, consideration will be given to the desire and wishes of the teacher, but the Board reserves the right to make the final decision. The Administration shall consult with the teacher before a definite decision is made. 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 3 preparations. There shall be 5 unassigned preparation periods for all teachers in the high school and intermediate school.

E. Whenever administrative, curricular, extra-curricular, or counseling vacancies or new positions arise, the superintendent shall promptly notify the Association and post a notice as to the number and type of vacancies on a bulletin board in each teachers' lounge for no less than ten (10) school days before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors.

Any new positions shall be made available from the building principal along with accompanying job descriptions.

Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

1. Teachers with specific interests in possible vacancies will notify the office of their interest, in writing, during the last regular week of school and shall include a summer address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position, or a similar position, shall be contacted by the office and notified of the vacancy.
3. The teachers so notified shall have the responsibility of contacting the office and indicating their interest in said positions within three (3) days of receiving such notification.

## 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 representatives and the Association. The Board agrees to make every reasonable effort to keep the schools 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. All teachers of grades 1 - 5 shall be entitled to a duty free period equivalent to 15 minutes in the morning and 15 minutes in the afternoon.
- C. 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. 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 when the building is locked.
- H. Advisory Committee: An advisory 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 selected by the Association, 3 members from the administrative staff and Board of Education (at least one Board member) and 3-6 members who are not employed by the school system, to be mutually agreed upon by the Board and Association to represent the public. Three student body representatives shall be selected to serve by the Student Council (2 Senior class members and 1 Junior class member). The I.E.A. president shall initiate steps to hold an organizational meeting, which shall convene before October 1st of each school year. 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 and such reports shall be acted upon by the Board and a formal decision shall be submitted to the Association with the Board's rationale.
- I. Parking facilities shall be made available to teachers for their normal use.
- J. Each teacher is expected to have a week's lesson plans made available on a Monday-through-Friday basis. Any teacher who does not have lesson plans available for a

substitute teacher when absent will not receive any reimbursement for that day's absence. Seating charts are expected if required by the principal.

K. If a teacher reports for work and must leave for reasons of illness, or other possible reason for sick leave, before three (3) clock hours have elapsed, a full days sick leave will be subtracted from sick days earned. If a teacher must leave any time after three (3) clock hours a half day only will be subtracted.

L. Attendance at in-service sessions is required unless excused in advance by the president of the Association and administration. Any violation will be handled as any other unexcused absence.

M. The Association and the Board recognize the pupils' progress is a combined result of school, home, ability and economic and social environment, and neither the teacher nor the Board shall be held solely accountable for it.

## ARTICLE VII

### Leave of Absence

A. All teachers will be given 12 days of sick leave per year with accumulation to 120 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 a period of one (1) year beyond compensated under section (A) of this Article.

Upon return from leave, reinstatement shall be to the teacher's former position, if available, and if not available, to a substantially equivalent position for which the teacher is certified.

The teacher must notify the administration of his, or her, intention to return 60 days before the end of the school year previous to his, or her, return.

This leave may be extended on a yearly basis at the discretion of the superintendent.

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. Death in the immediate family defined as spouse, siblings, children, parent (defined as foster, natural or adoptive), mother-in-law and father-in-law: Three (3) days with two (2) additional days to be given by the superintendent if conditions warrant.

D. All other leaves of absence may be granted without pay at the discretion of the Administration. Upon return from leave, reinstatement shall be to the teacher's former position, if available, and if not available, to a substantially equivalent position for which the teacher is certified. The teacher must notify the Administration of his, or her, intentions sixty (60) days before the end of the year previous to his, or her, return.

E. A maternity leave for female teachers shall be granted without pay at the request of the teacher.

1. Reinstatement shall be to the teacher's former position, if available, and if not available, to a substantially equivalent position for which the teacher is certified.
2. The leave shall be given for up to one year and be renewable annually thereafter at the superintendent's discretion.
3. A teacher may make written application to the superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

4. The granting of such leave will in no way interrupt seniority or any rights related to seniority.
5. The request for maternity leave shall be made 30 days before the birth of the child or beginning of leave so that the Administration has time to get a replacement.
6. In lieu of the above provisions for unpaid maternity leave, a pregnant teacher shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care. The teacher shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:

- a. The teacher may be required to submit to physical examinations by a physician selected by the school Board at school expense.
- b. To receive sick leave payments the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
- c. For all sick leave days claimed the teacher must have a physician's certificate verifying physical disability which prevents her from fulfilling her teaching responsibilities.
- d. The teacher shall provide in writing all lesson plans and other materials required by the principal for the duration of the absence in order to maintain curricula continuity through the substitute.

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.

G. Leaves of absence shall be granted to any teacher who enlists in the Peace Corps or Vista. Teachers on such 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.

H. Foreign and Domestic Teacher Exchange: The parties encourage exchange of teachers through professional, state and school organizations. The parties encourage such exchange with the understanding that they are beneficial for purposes of new ideas in curriculum, educational programs, innovative educational practices, etc. With the Board's approval, subject to conditions hereinafter stated, such exchanges may be made provided that:

- a. The outgoing teacher is on tenure.

- b. The incoming exchange is qualified for an available position.
- c. The exchange is for one full school semester or year.
- d. Teachers leaving on an approved exchange shall receive the same salary and other benefits during the exchange as they would have received had they remained in the Ida Public School system. The salary and other benefits of the exchangee teacher will be paid by the school system under which said teacher has contracted to work.

I. Any teacher returning from leave who has, with previous permission from the superintendent, increased his teaching experience by holding a teaching position while on leave shall be placed on same step of the salary schedule as though he had been teaching in the Ida system.

J. Any teacher called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, who cannot be excused, shall be reimbursed for difference of pay. These days are not deducted from sick leave.

K. Two days, both to be 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.

## ARTICLE VIII

### Protection of Teachers

The school recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policies.

The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. It shall be the responsibility of the principal to report back to the teacher actions taken in this matter as the result of the foregoing.

The teacher will promptly report any loss or damage of personal property due to theft or vandalism to the Board. If the Board believes reimbursement is justified, it will pay financial loss up to 80% on uninsured items due to the above when in connection with performing any function concerning their roles as a teacher, including extra-curricular activities.



ARTICLE IX

Negotiation Procedures

A. The salary schedule included in this contract shall be controlling for a period of one year. The salary schedule for the next school year shall be opened by either party, with negotiations to begin on or before 60 days before the end of the school year.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative 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 ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

## ARTICLE X

### Grievance Procedure

A. A grievance shall be an alleged violation or misapplication of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher provided just cause has been established and due process has been accorded to the teacher.
2. The placing of a non-tenure teacher on a third year of probation provided just cause has been established and due process has been accorded to the teacher.

B. The chairman of the Grievance Committee, or designee, shall handle grievance when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent, or his designated representative, to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievance as required herein shall be submitted on the standard form attached to the contract as Appendix X-A.

1. It shall be signed by the grievant or grievants.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsection of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Any grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One - A grievant, believing himself wronged by an alleged violation of the express provisions of this contract shall (within ten days of its alleged occurrence) or at the time the grievant first becomes affected by its occurrence, with an Association representative orally discuss the grievance with the building principal, or his designated representative, in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. If alleged occurrence happens after the beginning of the school year, but prior to October 15, the grievant shall have fifteen (15) school days to initiate action.

Level Two - A copy of the written grievance shall be filed with the superintendent, or his designated agent as specified in Level One, with the endorsement thereon of the

approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the superintendent, or his designated agent, shall meet with the grievant and the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) school days of the discussion, the superintendent, or his designated agent, shall render his decision in writing, transmitting a copy of the same to the grievant, chairman of the Grievance Committee, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent professional grievance file in his office.

Level Three - Individual teachers shall not have the right to process a grievance at Level Three.

1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the decision of the superintendent, request from the American Arbitration Association in writing the appointment of an arbitrator. He shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to peremptorily strike not more than four (4) from the list of arbitrators.
2. Arbitration shall be conducted under the rules and regulations of American Arbitration Association. Witnesses for either party shall be released without loss of pay for testimony at arbitration hearings. The Association should contact the superintendent three (3) days prior to scheduled hearings to provide the names of witnesses required for the hearing.
3. In the event the grievance is not settled prior to the hearing the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that judgment thereon may be entered in any court of competent jurisdiction.
4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure.
5. Grievance of similar nature may not be consolidated except upon written mutual consent.
6. The costs of arbitration shall be born equally by the parties except each party shall assume its own cost for representation.

F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

G. The Association shall have the right to withhold its signature at any level thereby stopping the processing of the grievance thereafter. It is expressly understood that the Association shall have the right to be present at the adjustment of a grievance at any level. The Board, or its designated representative, shall inform the Association Grievance Committee chairman, or his designated representative, prior to the time of any adjustment.

H. All preparation, filing, presentation or consideration of grievance through Level Two shall hold at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except upon mutual agreement.

I. In the event a grievance is filed after May 5 of any year of this contract and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible. After the end of the school year "days" when school is in session as referred to in paragraph C of this Article, shall be construed as "calendar days".

APPENDIX X-A

Date of filing \_\_\_\_\_

Date of grievance \_\_\_\_\_

Name \_\_\_\_\_

It is understood that invoking the assistance of the Association in the processing of this grievance gives to the Association the right to resolve the grievance at any level (master contract, section \_\_\_\_\_, paragraph \_\_\_\_\_) and the right to invoke or not to invoke the service of the American Arbitration Association at the discretion of the Association Grievance Committee.

Signature \_\_\_\_\_

Nature of Grievance:

Contract Section or Board Policy under which grievance is filed:

Remedy:

Disposition by the Association:

## ARTICLE XI

### 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 prior to 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 recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- 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 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.
- F. The Board shall agree not to hire any new personnel to a position on the teaching staff who is, or will be, receiving teacher retirement pay from another state, unless an emergency arose and then only with agreement of both parties.

ARTICLE XII  
Fringe Benefits

A. Increments become effective September 1 of each year, and the advancement under the salary schedule shall be automatic as of September 1 based upon years of teaching experience or completion of required academic or professional courses.

B. For service in the Ida Public Schools since 1946, the teacher shall receive additional compensation beyond the established salary schedule as follows: After 14 years - \$100, after 18 years - \$200, after 22 years - \$300, after 26 years - \$400.

C. Any teacher leaving after a minimum of 10 full years service to Ida Public Schools will be provided \$3.00 compensation for each unused sick day up to 120 days accumulation.

Any teacher retiring from the Ida Public Schools after a minimum of 10 full years service in the system will be provided \$5.00 compensation for each unused sick day up to 120 days accumulation or 2% of their last years pay, whichever is greater.

D. The Board shall provide, without cost to the employee, complete health care protection for a full twelve month period (from October 1 through September 30) for the employee's entire family through the Super Med II, MESSA Program. In the event the employee shall terminate his employment, his subsidy shall be paid on a pro-rated basis.

No health insurance will be paid to an employee on leave of absence except for sick leave. For those who have sick leave remaining, the insurance will continue to be paid until sick leave is used up.

No new teacher will have Board paid insurance until October of the school year they begin teaching in the system.

E. 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 6 years of experience. Teachers shall be advanced a maximum of two steps on the salary schedule for active military service.

F. Any teacher teaching in Ida Public Schools at least one half time, but less than full time or at least one half year, but less than a full year, will be given credit for one half increment on the salary schedule. A full increment will be given for fractional time when the total fractional time equals one year. No half time credit for experience outside the system will be given unless the fractional parts of a year equal a total of one year. This rule does not become retroactive, but will begin September 1969 and will apply to any credit secured after September 1969.

Salaries for fractional part of a year will be figured on the base salary where the number of years credit falls. The total daily schedule will be considered as 375 minutes of actual teaching time. The time taught in secondary school will be considered as 60 minutes for hourly periods and 45 minutes for the shorter periods. The fractional part will be actual minutes taught divided by 375. In the secondary school a half hour preparation time may be considered as time taught for those teaching one half time or better up to full time teaching.

- G. Tuition - the Board agrees to reimburse \$15.00 a semester hour toward tuition above the 18 hours required by the state in the field in which the teacher is teaching.
- H. The Board agrees to provide, upon application to and approval of the superintendent, the necessary funds for teachers who desire to attend select professional conferences in their special areas. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board. Substitutes will be furnished at the Board's expense. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.
- I. Employees not wishing health care protection may choose from the "Selection Option Package" available through MESSA. The Board agrees to pay the "Selection Option Package" up to the amount premium for a single person's rate of \$22.90.
- J. In the event that the contingency fund for the 1971-72 State Aid shall be available to the school, 70% of this fund shall be allocated to the teachers to be paid out on an equal amount per individual on a lump sum basis.
- K. The Board shall provide Long Term Disability for each teacher according to the provisions in the MESSA insurance plan. This is provided beyond the first 52 weeks of loss of time, and up to a maximum of 5 years, but not beyond the 65th birthday.



ARTICLE XIII

Reduction in Personnel

- A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which this district shall be merged.
- B. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidation of districts.
- C. In the event the reduction of professional personnel becomes a necessity due to lack of current expected state and local income, the Board of Education will give written notification in person or by certified mail to those staff members affected.
- D. Seniority will be based upon length of service in the Ida Public Schools. No service outside the system will be considered.
- E. Seniority within the school system will be determined by certification as approved by the Department of Education of the State of Michigan, by years of continuous employment in the elementary grades K through 5, and by subject matter taught in grades 6 through 12.
- F. Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
- G. In the event tenure teachers must be laid off, teachers in each classification will be laid off first by seniority according to length of service.
- H. Knowledge, skill, efficiency on the job and physical fitness will be considered in case of teachers with the same amount of seniority as judged by the tenure committee.
- I. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.

ARTICLE XIV

Teacher Evaluation

- A. The Board and the Association recognize that, desirably, the evaluation of a teacher is a cooperative and continuing process for the purpose of improving the quality of instruction; a process in which the teacher and his evaluators review the teacher's general and specific responsibilities, examine the conditions under which the teacher is working, determine whether the teacher is meeting the responsibilities satisfactorily and decide upon changes, if any, that should be made in the responsibilities, the conditions or the teacher.
- B. All teacher evaluations shall be conducted based upon this position statement.
- C. The teacher may, at any reasonable time, review his evaluation file and make written rebuttal to anything therein contained. This rebuttal shall become a permanent part of the teacher's evaluation file.
- D. The Superintendent of Schools and Association President shall meet to establish an Evaluation Task Force. This group shall review the present evaluation program and develop, if necessary, the procedures and instruments necessary to make evaluation applicable to the basic intent. This group shall report back for approval to the Association, Administration and Board prior to May 1, 1975.

ARTICLE XV

Duration of the Agreement

This contract will be put into effect only if it meets all legal requirements as set by the state and federal governments, and will continue into effect through June 30, 1976 with the exceptions:

Schedule A  
Article XII  
Calendar

Schedule A-1  
Article XIV

which will be in effect through June 30, 1975.

IDA EDUCATION ASSOCIATION

by

IDA BOARD OF EDUCATION

by

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Association Secretary

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Chairman, Negotiating Committee

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Board Treasurer

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Board Trustee

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Negotiating Committee

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Board Trustee

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Negotiating Committee

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Board Trustee

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Negotiating Committee

\_\_\_\_\_  
Board Trustee

SCHEDULE A

1974-75

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>
0	9,200	9,700
1	9,600	10,100
2	10,100	10,700
3	10,600	11,300
4	11,100	11,900
5	11,600	12,500
6	12,100	13,200
7	12,700	13,900
8	13,300	14,600
9	13,900	15,300
10	14,600	16,000

Thirty hours beyond a B.A. degree in the field in which he, or she, is teaching may be substituted for the M.A. degree.

The salary schedule also includes longevity pay for service in Ida Public Schools since 1946:

14 years service - \$100 above pay schedule

18 years service - \$200 above pay schedule

22 years service - \$300 above pay schedule

26 years service - \$400 above pay schedule

SCHEDULE A - 1  
1974-75

Coaching Salary - based on B.S. or B.A. degree

Head Football Coach . . . . .	11%
Assistant Varsity Football Coach . . . . .	9%
Second Assistant Varsity Football Coach . . . . .	7%
Reserve and Other Assistant Football Coach . . . . .	6%
Head Basketball Coach . . . . .	11%
Assistant Basketball Coach . . . . .	9%
9th Basketball Coach . . . . .	5%
8th Basketball Coach . . . . .	5%
7th Basketball Coach . . . . .	5%
6th Grade Coach . . . . .	3%
Wrestling Coach . . . . .	9%
Assistant Wrestling Coach . . . . .	4%
Head Baseball Coach . . . . .	6%
Reserve Baseball Coach . . . . .	4%
Head Track Coach . . . . .	6%
Assistant Track Coach . . . . .	4%
Junior High Track Coach . . . . .	5%
Cross Country Coach . . . . .	5%
Golf Coach . . . . .	5%
Girls Sports . . . . . per sport	4%

Additional Compensation for Extra Duties - based on B.S. or B.A. degree

High School Cheerleading . . . . .	4%
Junior High Cheerleading . . . . .	1%
Drama Club - including Jr and Sr Plays . . . . .	6%
Band . . . . .	9%
Assistant Band . . . . .	4%
Summer Band . . . . .	\$750
Driver Education . . . . . per hour	\$6.00
Lunch Period . . . . . per person	\$3.50
High School Counselor - 2 weeks extra at current pay .	
High School Librarian - 2 weeks extra at current pay .	
National Honor Society Sponsor . . . . .	\$100

\* A committee will be formed by the Superintendent and the Association President to study and recommend a new method for determining Schedule A - 1 by May 1, 1975.

1976

SCHEDULE A

1975-76

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>
0	9,700	10,300
1	10,200	10,800
2	10,700	11,300
3	11,300	12,000
4	11,900	12,700
5	12,500	13,400
6	13,100	14,100
7	13,800	14,900
8	14,500	15,700
9	15,200	16,500
10	15,900	17,300

Ida Public Schools

Employment Relations Comm.  
State of Mich. Plaza Bldg.  
14th Floor 1200 6th Ave.  
Det. Mi.

48226

Thirty hours beyond a B.A. degree in the field in which he, or she, is teaching may be substituted for the M.A. degree.

The salary schedule also includes longevity pay for service in Ida Public Schools since 1946:

14 years service - \$100 above pay schedule

18 years service - \$200 above pay schedule

22 years service - \$300 above pay schedule

26 years service - \$400 above pay schedule

SCHEDULE A - 1  
1975-76

Coaching Salary - based on B.S. or B.A. degree

Head Football Coach . . . . .	11%
Assistant Varsity Football Coach . . . . .	9%
Second Assistant Varsity Football Coach . . . . .	7%
Reserve and Other Assistant Football Coach . . . . .	6%
Junior High Football Coach . . . . .	\$400
Head Basketball Coach . . . . .	11%
Assistant Basketball Coach . . . . .	9%
9th Basketball Coach . . . . .	5%
8th Basketball Coach . . . . .	5%
7th Basketball Coach . . . . .	5%
6th Grade Coach . . . . .	3%
Wrestling Coach . . . . .	10%
Assistant Wrestling Coach . . . . .	4%
Head Baseball Coach . . . . .	6%
Reserve Baseball Coach . . . . .	4%
Head Track Coach . . . . .	6%
Assistant Track Coach . . . . .	4%
Junior High Track Coach . . . . .	5%
Cross Country Coach . . . . .	5%
Golf Coach . . . . .	5%
Girls Basketball . . . . .	7%
Track . . . . .	6%
Volleyball . . . . .	4%
Junior High Basketball . . . . .	\$400
Junior High Track . . . . .	4%

Additional Compensation for Extra Duties - based on B.S. or B.A. degree

High School Cheerleading . . . . .	4%
Junior High Cheerleading . . . . .	1%
Drama Club - including Jr and Sr Plays . . . . .	6%
Band . . . . .	9%
Assistant Band . . . . .	4%
Summer Band . . . . .	\$750
Driver Education . . . . .	per hour \$6.00
Lunch Period . . . . .	per person \$3.50
High School Counselor - 2 weeks extra at current pay.	
High School Librarian - 2 weeks extra at current pay.	
National Honor Society Sponsor . . . . .	\$100

All above percentages will be based on the B.S. or B.A. degree schedule through the sixth step only. Those individuals above the sixth step will continue to receive the percent, but only to a maximum of \$100 increase per year.