

MASTER EDUCATION CONTRACT AGREEMENT

This Agreement entered into this 31st day of August, 1970, by and between the Board of Education of the Ionia Public Schools, Ionia, Ionia County, Michigan, hereinafter called the "Board" and the Ionia City Education Association, hereinafter called the "Association".

ARTICLE I

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Ionia Area Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to 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, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

ARTICLE II

RECOGNITION OF THE DISTRICT'S RIGHTS

The District retains exclusively all its legal functions of management of the affairs of the District. The Association reserves the right to grieve, in accordance with the procedure provided herein, when action taken by the District may reasonably and sensibly be claimed to be contrary to a specific limitation, set forth in this Agreement, of such rights of the District.

ARTICLE III

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 all teacher certified professional teaching personnel and degreed personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school nurses, and all those whose major assignments are not administrative in nature, employed or to be employed by the Board (whether or not assigned to a public school building). This contract shall exclude supervisory and executive personnel. 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 references to male teachers shall include female teachers.

B - The Board agrees not to negotiate with any teachers' organization other than the 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, provided that the Association has been given opportunity to be present at such adjustment.

C - Every probationary teacher who is not a member of the Association in good standing shall make application for membership within thirty (30) days from the date of commencement of teaching duties and shall pay the membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such dues in no more than ten (10) monthly

installments. The parties expressly recognize that the failure of any teacher to comply with the provision of this article is just and reasonable cause for withholding of tenure status.

D - Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

E - The School District shall provide facilities on payroll deduction which meet the requirements of Section 403B of the Internal Revenue Code of 1954 as amended for such of its employees as make application for the utilization of a tax-deferred annuity program (both fixed and variable). The carriers of this program shall be the NEA and the Northwestern Mutual Life Insurance Company. Included in the tax deferred annuity program shall be waiver of premium and insurance protection of the contract if requested by the individual. Any selling of insurance or contracts regarding insurance shall be made on other than school time.

ARTICLE IV

Section 1.

The employees who are covered by this Agreement will be represented by an Association Committee of Five (5) such employees (no more than one of whom shall be in probationary status) elected by the Association in any manner it determines.

Section 2.

The Association shall keep the Superintendent of Schools currently advised, in writing, of the members of the Association Committee, and only such employees shall be recognized by the District as representatives of the Association.

ARTICLE V

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 cover 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 teachers with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of 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 appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and teachers agree to be bound by any lawful order or award thereof.

C - The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in

developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievances or complaint.

ARTICLE VI

PROFESSIONAL COMPENSATION

A - The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

Extracurricular duties shall be compensated for according to Schedule B which is also attached to and incorporated in this Agreement. Schedule C shall also be included as a part of this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party by February first of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B - Teachers shall not be required to report more than two (2) days prior to the beginning of classes in September or to remain more than two (2) days after classes end in June. A school calendar, for the next school year, shall be made and presented to the Association at least sixty (60) days prior to the first day of May, during the term of this Agreement. This calendar will show not more than 190 days of contractual obligation.

B² - The Board agrees to reimburse each teacher who in the exercise of given duty must travel between or to more than one school building in any one day at rate of nine (9) cents per mile traveled. Payment will be made once each month upon receipt of travel records for that time. Board of Education shall determine the mileage necessary between buildings upon which the nine cents pay shall be based.

C - Sick Leave

A teacher entering the Ionia Schools shall be entitled to five (5) days per month for two (2) months, credited monthly in advance and not to exceed ten (10) days, after first day of work. Sick leave in the Ionia Schools for all other teaching personnel is granted at the rate of one (1) working day per calendar month worked and not to exceed an accumulation of 190 days. Sick leave will be credited yearly in advance to teachers who have been in the system. Sick leave shall apply to personal illness of the employee.

To afford the maximum protection against a prolonged illness or injury occurred, the following sick leave bank shall be established for all teachers of the District and each teacher covered by the Agreement shall participate as follows:

1. On the first day of school, each employee shall contribute one (1) day of his sick leave to the bank. The Board of Education will cooperate in the establishment of said sick leave bank; and in order to help establish the bank in the school year 1970-1971, the board will donate to the bank a number of sick leave days to make the total, after teacher contributions, two hundred (200) days. New employees shall contribute one (1) sick leave day to the bank from their first sick leave allowance.
2. The Appeal Board may grant or suspend sick leave days from the bank. Their judgements and/or decisions will be final.
3. The Sick Leave Appeal Board shall consist of three (3) elected officers of the Ionia City Education Association and three (3) representatives designated by the Board of Education.
4. When the sick leave bank falls below one hundred (100) days, the Appeal Board shall assess each employee one (1) day of his sick leave.
5. Additions to the bank may be made as required at the beginning of each semester according to the above limitations.

6. Any teacher upon depletion of his own accumulated sick leave, may apply to participate in the sick leave bank by filing an application in the Superintendent's Office.
7. A maximum of fifty (50) days may be granted per appeal from the bank.
8. A teacher must turn in to the Principal a signed statement for each absence.
9. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
10. If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two (2) doctors of the Appeal Board's choosing to determine if the illness is valid. The cost of such examination will be paid by the teacher. If the illness is determined by the doctors to be valid, the Ionia City Education Association will pay the complete cost of the examinations.
11. An individual teacher may contribute at any time, from his personal sick leave accumulation, any number of sick days to the Sick Leave Bank.

Death in Family. Five (5) days of sick leave per year may be used for a death in the immediate family. The term "immediate family" as used here is interpreted to mean the mother, father, spouse, parent of spouse, brother, sister, child, grandparents, grandchild, or a dependent in the immediate household.

Family Illness. Ten (10) days of sick leave per year may be used for an illness in the immediate family. The term "immediate family" as used here is interpreted to mean the mother, father, spouse, children and dependents in the immediate household.

Emergency Leave. Emergency leave may be granted to school personnel for matters of an urgent nature which cannot be transacted at any other time, providing arrangements are made with the Superintendent of Schools. This time will be deducted from the sick leave accumulation.

Maternity Leave. Any Ionia teaching employee after two (2) continuous years shall be eligible for maternity leave. As soon as any teacher is three months pregnant she must apply to the Board for a leave of absence, without pay, to begin as soon as a suitable substitute is found, and, in any event, within three months. The leave of absence shall extend for one year following the birth of the child and as much longer as may be required, to terminate on the next succeeding September 1st. A teacher wishing to return to the school system before a year after the birth of the child must make written application to return, stating reasons for wishing to return, accompanied by a doctor's statement. A ruling shall be made by the Superintendent and a representative of the Association, granting or denying the request to return. The Board agrees to offer said employee a contract for the following year if an opening exists, however, said opening may not necessarily occur in said employee's previous area of instruction. The Board of Education will grant such leave of absence without pay. In the event that normal conditions attendant upon pregnancy and birth do not prevent the employee may apply to the said District for permission to return to a position the September prior to the termination of the period for which leave was granted. Failure to apply for leave of absence when three months pregnant shall be considered as not in the best interests of the Ionia Schools and shall be sufficient reason for termination of services.

Extended Personal Illness. For extended personal illness or injury beyond the allowable sick leave accumulated, an employee having three or more years of service in this district shall be entitled to that portion of contractual salary remaining after a substitute has been paid, for a further period of time equal to the number of sick leave days accumulated by said employee prior to becoming ill or injured.

D - Military Service Leave. The District and the Association agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes as they may be interpreted by decisions of the Courts.

E - Personal Business Leave. An employee covered hereby shall have the right to make written application for leave of absence, without pay, for a period of up to one (1) calendar month, for personal reasons of persuasive nature which shall be stated in the application to the Superintendent. Granting of such leave shall be in the District's discretion.

F - Professional Discipline Conference Leave. An employee covered hereby may, at the District's discretion, be granted leave of absence, with pay not to exceed one (1) day, to attend meetings, conferences, seminars, etc. offered in the field of his particular professional discipline.

Any variations or extensions of the above shall be made by the Superintendent and a representative of the Ionia City Education Association. This applies to C, D, E and F only.

G - The District will grant a leave of absence, with pay, not to exceed a total of eight (8) days to the teachers' Association for N.E.A. and M.E.A. meetings when the Superintendent is notified.

H - Intern teachers within the Ionia system will be placed on the base step of the non-degree pay schedule, or B.A. as directed by the college or university from which the teacher comes. Upon receiving a degree and teacher certification they will be placed on Step 1 of the Degree Pay Scale.

ARTICLE VII

TEACHING HOURS

A - Teaching hours will be as described in the handbook.

B - It is expected that the school day will not be basically altered from its present schedule without prior discussion with the Association. The Board recognizes the principle of a standard workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

C - Noon hour playground supervision shall be provided in the elementary schools by non-teaching personnel, or paid professional personnel. Two noon hour supervisors shall be on duty at all elementary schools.

ARTICLE VIII

TEACHING LOADS AND ASSIGNMENTS

A - The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 25 teaching periods and 5 unassigned preparation periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association.

B - Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C - Teachers who will be affected by a change in grade assignments in the elementary school grade and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to July first. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D - Teachers will be asked to commit themselves to teaching in this school district by April 1st of each year or at the completion of salary negotiations, by a Letter of Intent. Since a competent teacher is essential to this school system, the Administration should be given the opportunity to find suitable replacements as soon as it is known that a vacancy will exist. The Association agrees to cooperate in taking steps to discourage teachers from resigning after July 1st, without being released from their contract by the Board, including the imposition of sanctions of such teachers.

ARTICLE II

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher 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 at insuring that the energy of the teacher is primarily utilized to this end.

A - The parties recognize that it is the Board's responsibility to provide appropriate building and teaching materials, while it is each teacher's responsibility to apply his professional abilities to teaching. It is further recognized that the adequacy of such facilities and the size of classes are mutual concerns of both parties. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered. With this idea in mind, when any elementary grade level shall exceed by a total of 27 students an average of more than 28 per room, another class shall be formed at said grade level.

Elementary classes with a combination of grade levels shall not exist in the first, second and third grades.

B - The Association and its members recognize that as a professional person, the proper discharge of a teacher's responsibility to his students and the school district shall obligate him to devote time outside normal school hours to prepare lesson plans, grade papers, attend a reasonable number of staff and other meetings, meet with parents, etc., and agrees that such professional responsibilities will be met.

It is recognized that for noon hour school hour activities to be effective, all interested parties be active in the planning stages. Members of the teaching staff shall be consulted and will agree to serve in such planning sessions.

C - The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. A successful school is one which satisfies the needs of its community. As a method of evaluating the educational needs of our community we ask support in forming a study committee with a view to effecting progress in meeting these needs. It is suggested the teachers' association choose eight classroom teachers: two from lower elementary, two from upper elementary, two from junior high and two from senior high. The Board is to choose one or more of its group, the Superintendent, and at least one principal. There shall be a meeting to organize by October 15th for the purpose of electing a Chairman and setting up a tentative agenda.

D - Notwithstanding their employment, 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. The private and personal life of any teacher shall conform to the M.E.A. Code of Ethics.

E - Teachers are expected to refrain from the negative discussion of school policies, other staff members and school employees, and students with persons who have no responsibility or authority to bring about improvements. Teachers should discuss their grievances relative to other members of the profession, other school employees, and students to the Superintendent, Principals, and

the persons designated by the local education association to administer to such matters.

F - The provisions of this Agreement and the 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. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

G - Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists except when asked by the specialist to remain with the group.

H - The District shall provide a principal full-time in each elementary building.

ARTICLE X

VACANCIES AND PROMOTIONS

A - Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days.

B - Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, if adequately qualified personnel is available within the system. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE XI

TRANSFERS

A - Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B - In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article X.

C - Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to transfer to supervisory or executive status.

D - Nine (9) years previous teaching experience in systems other than Ionia will be allowed to transfer, non-retroactive.

ARTICLE XII

TEACHER EVALUATION

A - All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B - Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

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

D - No teacher 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, including adverse evaluation of teacher performance or violation of the N.E.A. professional Code of Ethics asserted by the Board or any agent or representative therefore shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E - All non-tenure teachers shall be evaluated at least three (3) times each year of their non-tenure status. The first evaluation shall be made by November 1; the second evaluation shall be made between November 1 and February 1 the third evaluation shall be made between February 1 and April 1. No later than one (1) week (five (5) school days) after each evaluation deadline, the evaluating principal shall write a report of the evaluation in quadruple (4) form. These reports are to be dispersed in the following manner: one copy for the evaluating principal; one copy for the evaluated teacher; one copy to the Ionia City Educati

Association File; one copy to the administration file.

The administration file shall be a separate file from the teacher's official personal file.

All special teachers teaching at more than one building shall be evaluated by the Superintendent or his appointee.

ARTICLE XIII

PROTECTION OF TEACHERS

A - Each teacher is responsible for maintaining an atmosphere conducive to good learning. Classrooms shall be conducted accordingly. Teachers should supervise at all times except in emergencies. The Board recognizes that through its administrative staff, it must support its teachers to help maintain proper classroom order, and agrees to do so.

B - Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, unless the above is provided by the M.E.A.

C - If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, unless the above is provided by the M.E.A.

D - Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if it is determined that the teacher is not at fault.

E - Any complaints of a proportion to be placed in the teacher's personnel file, shall be promptly called to the teacher's attention.

F - Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

ARTICLE XIV

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 discussions, 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, as provided in Article VI of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. By February 1st 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 selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and 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 XV

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 or employment, may file a written grievance with the Board or its designated representative.

B - Within five (5) days of receipt of the grievance the designated representatives of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. 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 (5) days thereafter to approve or disapprove the grievance. If the grievance is of a nature to be 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 reasons why it is being disapproved.

C - Within fifteen (15) 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 twenty (20) 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 arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

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 cost of arbitration will be shared equally by the Board of Education and the Ionia City Education Association provided that the Association supports the grievance.

ARTICLE XVI

DUTIES OF ELEMENTARY COORDINATOR

The Coordinator of Elementary Education shall be responsible to the Superintendent. In cooperation with the elementary school principals, special subject supervisors, and the elementary school staff he shall share the responsibility for the improvement of the educational program in the elementary schools. He shall cooperate with and give assistance to the elementary school principals in directing and stimulating teacher growth. He shall assist in coordinating the elementary educational program in all schools.

The Coordinator of Elementary Education shall assist the Superintendent in the fulfillment of his responsibilities concerning instruction in the elementary schools.

He shall have the following major duties:

1. Be responsible to the Superintendent for the development and continuous improvement of the educational program of the elementary schools, and its articulation with the educational program of the secondary schools.
2. Work cooperatively with the principals of the elementary schools for the improvement of existing methods of teaching and the introduction of new methods.
3. Provide for as many regular and special meetings of elementary school principals, special supervisors, and teachers as may be necessary to the fulfillment of his specific responsibilities.
4. Work cooperatively with the Superintendent and the staff members in the implementation of approved curriculum and in the selection of teaching materials.
5. Be directly responsible for the orientation of the elementary teachers new to the system.

6. Guide and stimulate special programs which meet the needs of the students in the areas of enrichment or remedial instruction.
7. Visit schools and classrooms to assist teachers in continued improvement of instruction in the elementary schools.
8. Interpret any part of the elementary school program to the community.
9. Keep informed as to changes and improvements in education through attending and participating in state and national conferences.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A - Policies in the teacher's handbook will be followed regarding substitute teachers.

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 this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D - Copies of this Agreement shall be furnished at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E - If any provision of the 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.

SCHEDULE A

	<u>Non-Degree</u>	<u>Bachelor Degree</u>	<u>Masters Degree</u>	<u>Longevity Pay</u>
Base	6150.00-8102.50	7500.00-11250.00	8250.00-12375.00	
1	6457.50- 307.50	7875.00- 375.00	8662.50- 412.50	15 yrs. - 3%
2	6765.00- 615.00	8250.00- 750.00	9075.00- 825.00	20 yrs. - 5%
3	7072.50- 992.50	8625.00- 1125.00	9487.50- 1237.50	25 yrs. - 7%
4	7380.00-1230.00	9000.00- 1500.00	9900.00- 1650.00	30 yrs. - 9%
5	7687.50-1537.50	9375.00- 1875.00	10312.50- 2062.50	
6	7995.00-1845.00	9750.00- 2250.00	10725.00- 2475.00	
7	8102.50-1952.50	10125.00- 2625.00	11137.50- 2887.50	
8		10500.00- 3000.00	11550.00- 3300.00	
9		10875.00- 3375.00	11962.50- 3712.50	
10		11250.00- 3750.00	12375.00- 4125.00	

1.5 Index

1. Longevity shall be paid on the contract base for the degree held.
2. Longevity pay shall be based on the number of years in the Ionia system plus up to and including five (5) years previous teaching experience.

SCHEDULE B

EXTRA PAY PERCENTAGES ARE FIGURED ON THE INDIVIDUALS BASE ACCORDING TO THE INDEX STEP REPRESENTING THE YEARS OF ACTUAL EXPERIENCE DIRECTING THE ACTIVITY.

Head Football----- 11%
 Ass't Varsity----- 7%
 Junior Varsity----- 7%
 Junior Varsity Ass't- 5%
 Freshman Head----- 5%
 Freshman Ass't----- 4%
 Jr. High----- 4%

Head Basketball----- 11%
 Junior Varsity----- 7%
 Freshman----- 5%
 Jr. High----- 4%

Wrestling----- 8%
 Ass't Wrestling----- 6%

Boys Gymnastics----- 7%

Girls Gymnastics----- 3%
 Girls Basketball----- 3%

Baseball----- 8%
 Junior Varsity----- 5%

Track----- 8%
 Ass't Track----- 5%
 Jr. High----- 4%

Tennis----- 5%
 Golf----- 5%

Testing----- 4%

Audio-Vis. Director-- 8%

Play Director----- 8%
 Art Play Director---- 2%
 Forensics----- 4%
 Debate----- 4%
 Art Display----- 2%

Cheerleading Dir.---- 3%

Agriculture----- 49/38

F.H.A. 2% for each teacher

Summer Band----- 8%

Varsity Band----- 9%

Junior Varsity Band-- 6%

Vocal Music----- 4%

Detention Hour----- 4% of contract base

Annual Director----- 8%

Annual Ass't----- 4%

Spotlight Director--- 2%

Girls Safety Patrol-- 2%

Boys Safety Patrol--- 2%

Added Class----- 1/6 of contract base

Noon Hour Duty----- \$400.00

Insurance: Full family Blue Cross or M.E.A. equivalent.
 \$150.00 may be paid to those people already fully covered, to be used towards some form of life insurance. Only one family policy per family on teaching staff.

SCHEDULE C

Sabbatical Leave:

Teachers who have been employed in the Ionia City School System for ten (10) years shall be granted a sabbatical leave for one (1) year to work toward an advanced degree related to teaching. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) salary and all related fringe benefits.

Upon return from sabbatical leave a teacher shall be restored to his former position or to a position of like nature and status and shall be placed in the same position on the salary schedule as he would have been had he taught the year he took his leave.

The teacher must return to the school system and remain four (4) years (at least) after said sabbatical leave.

No more than two (2) members of the teaching staff shall be placed on sabbatical leave upon request. Eligibility shall be determined by seniority.

Terminal Pay:

Teachers who are leaving the profession of education to enter full retirement shall be allowed one (1) payment of terminal pay.

After fifteen (15) years of service to the Ionia system, the payment shall be fifty (50) percent of all unused sick leave at contract base pay for that year.

After twenty (20) years of service to the Ionia system, the payment shall be seventy-five (75) percent of all unused sick leave at contract base pay for that year.

After twenty-five (25) years of service to the Ionia system, the payment shall be one hundred (100) percent of all unused sick leave at contract base pay for that year.

The daily rate of pay shall be based upon the last Schedule A base pay for their degree in that year.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1970, and shall continue in effect for one (1) year until the first (1st) day of July, 1971. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
President

By _____
Secretary

IONIA CITY EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

SUPPLEMENTAL AND AMENDATORY AGREEMENT
AFFECTING
THE MASTER EDUCATION CONTRACT AGREEMENT
EXISTING BETWEEN
THE BOARD OF EDUCATION OF THE IONIA PUBLIC SCHOOLS, IONIA, MICHIGAN
AND
THE IONIA CITY EDUCATION ASSOCIATION
DATED AUGUST 31st, 1970

Article V Teacher Rights shall be amended to include the following provisions, entitled paragraphs D and E:

- D - In the event it becomes necessary for the Board to effect a reduction in personnel, the Board agrees to file notice as soon as possible to the Association of its intent to do so. Individual teachers affected will be notified in writing as soon as is practicable. The Board shall also give such further notice as is required by law.
- E - In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure will be utilized:
1. Specially-certificated teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid-off teachers.
 2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid-off teachers.
 3. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: certification, qualifications, background and attainments, experience, ability, attitude, past performance, attendance, interest, capabilities, evaluations, and length of service. In the event all factors are equal, length of service in this school district shall be the determining factor.
 4. Further, the Board will institute recall procedures which, when implemented, will provide that teachers will be recalled in the reverse order of layoff as a position for which they are qualified becomes available.

Article VI Professional Compensation shall be amended by including as the second and third sentences of paragraph A the following: The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. The Board agrees to allow a newly employed teacher up to and including nine (9) years of full-time teaching experience, not to include any internship teaching experience gained in school systems other than the Ionia Public Schools, when determining his placement on the Salary Schedule.

Article VI Professional Compensation shall be amended as follows:

Sick Leave

A teacher entering...shall apply to personal illness of the employee and other purposes as further defined below.....

1. A new employee shall contribute one (1) sick leave day to the Bank from his first sick leave allowance.

Death in Family

Upon request of the teacher, five (5) days of "sick leave" per year shall be granted for a death in the immediate family.....

Emergency Leave

Emergency Leave.....from the sick leave accumulation. Emergency Leave may include one (1) day to attend the funeral of persons whose relationship to the teacher warrants attendance, upon approval of the Superintendent.

Extended Personal Illness. ~~DELETED ENTIRELY~~

Any variations or extensions.....only. ~~DELETED ENTIRELY.~~

Article IX Teaching Conditions, is amended by including the following sentences in the introductory paragraph: Non-teaching (clerical) duties of a teacher shall be kept to a minimum. No such duty, not directly related to the teaching position or resulting directly from the function of teaching, shall under ordinary circumstances be required of any teacher.

Article IX Teaching Conditions, paragraph A, is amended by including the following sentence: ...shall be formed at said grade level. Additional consideration shall be given to leveling class loads between buildings.

Article XIV Negotiation Procedures amended by including as paragraph E the following sentence: Both parties agree to be bound by the award of the State Mediation Board and agree that judgement thereon may be entered in any court of competent jurisdiction.

SCHEDULE A is deleted in its entirety and the following is substituted therefor:

SCHEDULE A

<u>Step</u>	<u>Non-Degree</u>	<u>Baccalaureate Degree</u>	<u>Master Degree</u>	<u>Longevity Pay</u>
Base	\$6,150.00	\$ 7,850.00	\$ 8,635.00	15 yrs. - 3%
1	6,457.50	8,243.00	9,067.00	20 yrs. - 5%
2	6,765.00	8,636.00	9,499.00	25 yrs. - 7%
3	7,072.50	9,029.00	9,931.00	30 yrs. - 9%
4	7,380.00	9,422.00	10,363.00	
5	7,687.50	9,815.00	10,795.00	
6	7,995.00	10,208.00	11,227.00	
7	8,102.50	10,601.00	11,659.00	
8	--	10,994.00	12,091.00	
9	--	11,387.00	12,523.00	
10	--	11,780.00	12,955.00	

1. Longevity pay shall be paid on the contract base for the degree held.
2. Longevity pay shall be based on the number of years in the Ionia Public Schools plus up to and including five (5) years previous teaching experience.

SCHEDULE B is amended to include the following Activities and extra-pay percentages:

- Cross Country-----4%
- Play Costumes Director-----2%
- Play Vocal Music Director-----2%

Insofar as the description of Insurance is concerned, Schedule B is amended to read:
 Insurance: Full-family Blue Cross (MVF-1 Semi-private) or M.E.A. equivalent.

Article XVII DURATION OF AGREEMENT is deleted and the following is substituted therefor: This Agreement shall be effective as of July 1, 1971, and shall continue in effect for one (1) year until the first (1st) day of July, 1972. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

DATE OF SIGNING:

August 21, 1971

FOR THE BOARD OF EDUCATION:

By Flint C. Watt
Its President

By Edward R. Quirk
Its Secretary

DATE OF SIGNING:

August 30, 1971

FOR THE IONIA CITY EDUCATION ASSOCIATION:

By Charles Van der Borch
Its President

By Robert W. MacFarland
Its Chief Negotiator