

*Ionia*  
*7/1/74*

MASTER AGREEMENT  
WITH TEACHERS

Between the  
BOARD OF EDUCATION  
OF THE  
IONIA PUBLIC SCHOOLS  
and the  
IONIA EDUCATION ASSOCIATION

August 1972 -- July 1974

LABOR AND INDUSTRIAL  
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This Agreement is entered into this 28th day of August, 1972, by and between the Board of Education of the Ionia Public Schools, City of Ionia, Ionia County, Michigan, hereinafter called the "Board" and the Ionia Education Association, hereinafter called the "Association".

#### PREAMBLE

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 I

##### RECOGNITION OF THE BOARD'S RIGHTS

The Board 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 Board 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 II

##### RECOGNITION OF THE ASSOCIATION'S RIGHTS

1. 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-certificated professional teaching personnel and degreed personnel, including personnel on tenure, probation and on per diem appointments, including classroom teachers, substitute teachers, guidance counselors, librarians, 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 Agreement 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.

2. 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.
3. 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.
4. Nothing contained herein shall be construed to restrict or deny 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.
5. The School District shall provide facilities for 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 MEA 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 contacts regarding insurance shall be made on other than school time.

### ARTICLE III

#### ASSOCIATION REPRESENTATIVES

1. The employees who are covered by this Agreement will be represented by an Association Committee of not more than seven (7) such employees (no more than one of whom shall be in probationary status) selected by the Association in any manner it determines.
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 IV

#### TEACHER RIGHTS

1. 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.

2. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, 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.
3. 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 grievance or complaint.
4. 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.
5. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure will be utilized:
  - A. 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.
  - B. 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.
  - C. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid-off in accordance with length of service in this School District. Teachers whose specific positions are being eliminated shall have the right to request transfer to other teaching positions, if fully-qualified for them.
  - D. 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 V

### PROFESSIONAL COMPENSATION

1. 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. 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.
2. Teachers shall not be required to report more than two (2) days prior to the beginning of classes for each school year 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 by March first of each year during the term of this Agreement. This calendar will show not more than one hundred ninety (190) days of contractual obligation.
3. 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 the rate of nine cents (\$.09) per mile traveled. Payment will be made once each month upon receipt of travel records for that time. The Board shall determine the mileage necessary between buildings upon which the nine cents (\$.09) pay shall be based.

## ARTICLE VI

### LEAVE DAYS

1. A teacher entering the Ionia Public Schools shall be entitled to five (5) leave days per month for two (2) months, credited monthly in advance and not to exceed ten (10) days, after the first day of work. Leave time in the Ionia Public Schools for all other teaching personnel is granted at the rate of one (1) working day per calendar month worked, not to exceed an accumulation of one hundred ninety (190) days. Leave time will be credited yearly in advance to teachers who have been in the system. Leave time shall apply to personal illness of the employee and other purposes as further defined below.
2. To afford the maximum protection against a prolonged illness or injury which has occurred, a Sick Leave Bank shall be established for all teachers of the District, and each teacher covered by this Agreement shall participate as follows:
  - A. A new teacher shall contribute one (1) leave day to the Bank from his first sick leave allowance.
  - B. A Sick Leave Appeal Board is hereby created, which shall consist of three (3) elected officers of the Association and three (3) representatives of the Board of Education so designated by them.



- C. The Appeal Board may grant or suspend sick leave days from the Sick Leave Bank. The judgments and/or decisions of this Appeal Board shall be final.
  - D. When the number of Sick Leave Days in the Sick Leave Bank falls below one hundred (100), the Appeal Board shall assess each teacher one (1) day of his accumulated Leave Time for the purpose of replenishing the Sick Leave Bank.
  - E. Additions to the Sick Leave Bank may be made as required at the beginning of each semester, according to the above limitations.
  - F. Any teacher, upon depletion of his own accumulated sick leave, may apply to participate in the Sick Leave Bank by applying to the Appeal Board via the Association President.
  - G. A maximum of fifty (50) days may be granted per appeal from the Bank.
  - H. A teacher withdrawing sick leave days from the Bank will not have to replace these days, except as a regular contributing member of the Bank.
  - I. 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 Education Association will pay the complete cost of the examinations.
  - J. An individual teacher may contribute at any time from his personal sick leave accumulation any number of sick days to the Sick Leave Bank.
  - K. A teacher must turn in to the Principal a signed statement for each absence.
3. Death in Family - Upon request of the teacher, five (5) days of Leave Time per year shall be granted 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 of the teacher.
  4. Family Illness - Ten (10) days of Leave Time 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 of the teacher.
  5. Emergency Leave - Emergency leave shall 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 teacher's accumulated Leave Time. 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.

6. Military Service Leave - The Board 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.
7. Personal Leave - Any teacher shall have the right to make written application for a leave of absence, without pay, for a period not to exceed one calendar year, for personal reasons of persuasive nature, which shall be stated in the application to the Superintendent. Refusal of the Board or Superintendent to grant such request shall be subject to the grievance procedure provided elsewhere in this Agreement.
8. Professional Discipline Conference Leave - An employee covered hereby may, at the Board's discretion, be granted leave of absence with pay to attend meetings, conferences, seminars, etc., offered in the field of his particular professional discipline.
9. Association Leave Days - The Board will grant a leave of absence, with pay, not to exceed a total of eight (8) days per year to the Association for M.E.A. and M.E.A. meetings, when the Superintendent is notified.
10. Association Conference Days - The Board shall allow leaves of absence with pay, not to exceed a total of thirty (30) days per year, for teachers to attend conferences and training sessions planned by the Michigan and National Education Associations for the improvement of the education of students, upon recommendation of the Association President.

Any variations or extensions of the above provisions of this Article shall be made by the Superintendent and a representative of the Ionia Education Association.

## ARTICLE VII

### TEACHING HOURS

1. Teaching hours will be as described in the handbook.
2. 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 reasonable 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.
3. 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.
4. Teachers will not be required to come to school, whenever an official announcement has been made that school is to be closed to students for emergency reasons.

## ARTICLE VIII

### TEACHING LOADS AND ASSIGNMENTS

1. 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 school will be 25 teaching periods and 5 unassigned preparation periods. A maximum effort shall be made in secondary scheduling to insure that teachers will have consecutive teaching, conference and lunch periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association.
2. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, except temporarily and for good cause.
3. Teachers who will be affected by a change in grade assignments in the elementary schools and by changes in subject assignment in the secondary schools will be notified and consulted by their principals as soon as practicable and prior to July first. Such changes will be voluntary to the maximum extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to grade levels in which they have not had teaching experience, unless the teacher requests such change.
4. 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.
5. If Department Chairmen in the secondary schools are appointed, these teachers will receive a stipend of \$100 for the School Year 1972-73 for the services performed. However, during the School Year 1972-73 it is anticipated that a study will be made of these positions and that adequate remuneration for the positions will be negotiated before the beginning of the 1973-74 School Year. A Committee is expressly created for the School Year 1972-73 to comply with this provision as stated previously, which shall be composed of two (2) Administrators appointed by the Superintendent and two (2) Teachers appointed by the Association President. Their report is to be completed and furnished in writing to the Association President and to the Superintendent before 30 June 1973.

## ARTICLE IX

### TEACHING CONDITIONS

1. 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. 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.

2. 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. Additional consideration shall be given to leveling class loads between buildings. Combination grades shall not exist in grades Kindergarten through Grade 6. For purposes of safety the shop classes shall not exceed an enrollment of the number of teaching stations, as determined by the Principal.
3. 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, to grade papers, to attend a reasonable number of staff and other meetings, to meet with parents, etc., and agree that such professional responsibilities will be met.
4. It is recognized that for noon-hour school 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.
5. 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. It is agreed that a series of Committees shall be created, whose function will be to study, evaluate and make recommendations on all phases of the entire school's curriculum. These Committees shall be so constructed that adequate representation on all Committees from the teaching faculty, the administration and the Board of Education is ensured. 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 (2) from lower elementary, two (2) from upper elementary, two (2) from junior high and two (2) from senior high. The Board is to choose one or more of its group, the Superintendent, and at least one (1) principal. There shall be a meeting to organize by October 15th for the purpose of electing a Chairman and setting up a tentative agenda.
6. 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.

7. 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, with the Superintendent, the Principals, and the persons designated by the local education association to administer to such matters.
8. 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.
9. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
10. The Board shall provide a full-time principal in each elementary building.
11. There shall be a secretary assigned to each school building on a full-day basis, part of whose time shall be available to teachers for necessary clerical work.

#### ARTICLE X

##### VACANCIES AND PROMOTIONS

1. 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 by 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.
2. Any teacher may apply for any 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 are available within the system. "Service in 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

1. 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.
2. 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.
3. 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.
4. Nine (9) years previous teaching experience in systems other than Ionia will be allowed in determining a teacher's placement on the Salary Schedule (Schedule A), defined elsewhere in this Agreement; but this provision shall not apply retroactively to present employees.

## ARTICLE XII

### TEACHER EVALUATION

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. 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.
3. 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.
4. 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 M.E.A. Professional Code of Ethics asserted by the Board or any agent or representative therefor, shall be subject to the Professional Grievance Negotiation Procedure hereinafter set forth.
5. All non-tenure teachers shall be evaluated at least three (3) times each year of the non-tenure status. The first evaluation shall be made by November 1; the second evaluation shall be made between November 1 and February 1; and 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 quadruplicate. Copies of these reports are to be distributed as follows: one copy for the evaluating principal; one copy for the evaluated teacher; one copy to the Iowa Education Association; one copy to the administration file. The administration file shall be a separate file from the teacher's official personnel file.

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

#### ARTICLE XIII

##### PROTECTION OF TEACHERS

1. 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 it agrees to do so.
2. 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.
3. 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.
4. 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.
5. Any complaints of a proportion to be placed in the teacher's personnel file shall be promptly called to the teacher's attention.
6. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

#### ARTICLE XIV

##### NEGOTIATION PROCEDURES

1. 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.
2. 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.

3. In the event the salary schedule is reopened for negotiation by either party, as provided in Article IV of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. By February 1st prior to the expiration of this Agreement the parties will likewise begin negotiations for a new Agreement covering wages, hours, and terms and conditions of employment of teachers employed by the Board.
4. 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 to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
5. 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.
6. Both parties agree to be bound by the award of the Michigan Employment Relations Commission and agree that judgment thereon may be entered in any court of competent jurisdiction.

#### ARTICLE IV

##### PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

1. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.
2. 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.



3. 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.
4. 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 judgment thereon may be entered in any court of competent jurisdiction.
5. 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.
6. The cost of arbitration will be shared equally by the Board of Education and the Ionia Education Association, provided that the Association supports the grievance.

#### ARTICLE XVI

##### MISCELLANEOUS PROVISIONS

1. Policies in the Teacher's Handbook will be followed regarding substitute teachers.
2. 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.
3. 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.
4. 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.

5. 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

It is expressly agreed that the negotiating teams for both parties shall meet during the 1972-73 School Year to negotiate the salary schedule for the second year covered by this contract.

1972-73 Salary Schedule

<u>STEP</u>	<u>BACHELOR</u>	<u>MASTER</u>	<u>LONGEVITY</u>
Base	\$8200.00	\$9020.00	15 yrs. - 3%
1	8610.00	9471.00	
2	9020.00	9922.00	20 yrs. - 5%
3	9430.00	10373.00	
4	9840.00	10824.00	25 yrs. - 7%
5	10250.00	11275.00	
6	10660.00	11726.00	30 yrs. - 9%
7	11070.00	12177.00	
8	11480.00	12628.00	
9	11890.00	13079.00	
10	12300.00	13530.00	
15	12546.00	13800.60	
20	12710.00	13981.00	
25	12874.00	14161.40	
30	13038.00	14341.80	

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 A

1973-74 Salary Schedule

STEP	BACHELOR	MASTER	LONGEVITY
Base	\$ 8,600.00	\$ 9,460.00	15 yrs. - 3%
1	9,030.00	9,933.00	
2	9,460.00	10,406.00	20 yrs. - 5%
3	9,890.00	10,879.00	
4	10,320.00	11,352.00	25 yrs. - 7%
5	10,750.00	11,825.00	
6	11,180.00	12,298.00	30 yrs. - 9%
7	11,610.00	12,771.00	
8	12,040.00	13,244.00	
9	12,470.00	13,717.00	
10	12,900.00	14,190.00	
15	13,158.00	14,473.80	
20	13,330.00	14,663.00	
25	13,502.00	14,852.20	
30	13,674.00	15,041.40	

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.

MASTER AGREEMENT WITH TEACHERS

SCHEDULE B (1973-74)

EXTRA-PAY PERCENTAGES ARE FIGURED ON THE SCHEDULE A SALARIES, ACCORDING TO THE INDEX STEP REPRESENTING THE YEARS OF ACTUAL EXPERIENCE DIRECTING THE ACTIVITY.

Added Class, Secondary Teacher--1/6 of Individual's Schedule A Salary	Golf, Varsity-----5%	Golf, Girls-----3%
Agriculture-----49/38 of Individual's Schedule A Salary	Gymnastics, Boys-----7%	Gymnastics, Girls-----5%
Annual Director-----8%	Noon Hour Duty-----\$4.00	
Annual Assistant-----4%	Part-time Teacher, Elementary-----50% of Individual's Salary	
Art Display-----2%	Part-time Teacher, (Secondary) pro rata portion of the full school day, including a pro rata portion of the preparation/conference period.	
Athletic Director-----11%	Play Director (Each Play)-----4%	
Athletics, Twin Rivers-----5%	Play Director, Art-----2%	
A-V Director-----8%	Play Director, Costumes-----2%	
Band, Summer-----8%	Play Director, Vocal Music-----2%	
Band, Varsity-----9%	Safety Patrol, Boys-----2%	Safety Patrol, Girls-----2%
Band, Junior-----6%	Softball, Girls-----3%	
Baseball, Varsity-----8%	Spotlight Director-----2%	
Baseball, Junior Varsity-----5%	Substitute Teacher, Class Hour: Any teacher substituting for any other teacher during the School Year will be paid as follows: 1/1080 of his yearly contractual base salary for each hour that he has substituted.	
Basketball, Varsity-----11%	Tennis, Varsity-----5%	Tennis, Junior Varsity-----3%
Basketball, Junior Varsity-----7%	Tennis, Girls-----3%	
Basketball, Freshman-----5%	Testing-----4%	
Basketball, Junior High-----4%	Track, Varsity-----8%	Track, Assistant-----5%
Basketball, Girls Varsity-----5%	Track, Junior High-----4%	Track, Girls-----4%
Basketball, Girls, J.V.-----3%	Vocal Music-----4%	
Cheerleading Director-----3%	Volleyball, Girls-----4%	
Cross Country, Varsity-----5%	Wrestling, Varsity-----11%	Wrestling, Junior Varsity-----7%
Debate-----4%		
Detention Hour (Contract base)-----4%		
Faculty Athletic Manager-----5%		
F.H.A.-----2%		
Football, Varsity-----11%		
Football, Assistant Varsity-----7%		
Football, Junior Varsity-----7%		
Football, J.V. Assistant-----5%		
Football, Freshman-----5%		
Football, Assistant Freshman-----4%		
Football, Junior High-----4%		
Forensics-----4%		

INSURANCE: Full-Family Blue Cross (MF-1 Semi-private) or M.E.A. equivalent.

## SCHEDULE C

### Sabbatical Leave:

Teachers who have been employed in the Ionia Public School System for ten (10) years shall be granted, upon request of the teacher, 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 ( $\frac{1}{2}$ ) 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 at least four (4) years after said sabbatical leave.

No more than two (2) members of the teaching staff shall be placed on sabbatical leave during any one school year. 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 or two (2) payments of terminal pay, if the teacher so requests.

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

The daily rate of pay shall be based upon the current Schedule A base pay for the teacher's highest degree.

LETTER OF AGREEMENT  
Between the  
IONIA EDUCATION ASSOCIATION  
And the  
IONIA PUBLIC SCHOOLS

The Master Agreement between the IONIA PUBLIC SCHOOLS and the IONIA EDUCATION ASSOCIATION extending from 1 July 1972 until 1 July 1974, is hereby modified to include a Schedule A and a Schedule B, effective from 1 July 1973 until 1 July 1974, which shall nullify and replace the Schedule A and the Schedule B, which formed a part of the Master Agreement signed on 2 November 1973.

DATE OF SIGNING:

7 September, 1973

FOR THE BOARD OF EDUCATION:

By Robert D. Smith, MD  
Its President

By Lorraine Watson  
Its Secretary

DATE OF SIGNING:

7 September, 1973

FOR THE IONIA EDUCATION ASSOCIATION:

By Donita MacFarland  
Its President

By Arthur U. MacFarland  
Its Chief Negotiator