

MEA
1216 KENDALF
E. LANS., MI. 48824

PROFESSIONAL EMPLOYMENT AGREEMENT

Ithaca
Ratified
11/11
1966-67

This agreement entered into this _____ day of _____, 1966 between the Board of Education of the Ithaca Public Schools, Ithaca, Michigan hereinafter called the "Board" and the Ithaca Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and Association have a common concern in providing quality education for children; and

WHEREAS, the Board and Association believe that the best interests of education will be served by establishing procedures to bargain with teacher representatives on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Association has been recognized by the Board as the exclusive bargaining agents of the teachers for purposes of dealing with the Board on matters of teacher concern; and

WHEREAS, the laws of the State of Michigan authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, the Board and Association desire to incorporate such agreement and other matters into formal contract;

THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 with respect to wages, hours, and working conditions for all professional personnel, including personnel on tenure, probation and counselors with the exception of executive, supervisory personnel, office and clerical personnel. Membership in the Association shall not be required as a condition of employment nor used as a point of discrimination in the rights, benefits, or obligations under this contract.
- B. The written policies of the Board which apply to wages, hours and working conditions shall remain in effect and except as they may be superseded by express provisions of this agreement shall govern the employment of the teachers with like effect as expressed provisions of this agreement. The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies relating to instruction and curriculum through effective communication with the Association and will insofar as possible endeavor to seek assistance from the Association prior to instituting new policies. It is understood that matters not specifically covered by this agreement, but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this agreement upon 30 days written notice by either party. The parties shall undertake to cooperate in arranging meetings, selecting representatives, for such discussions, furnishing necessary information and otherwise constructively considering and resolving such matters as are mutually agreed to be negotiated. The rights granted to teachers hereunder shall be deemed to be in addition to those provided under the Michigan General School Laws.

Ithaca Bd. of Ed.

- C. The Association will not engage in or encourage strike action of any type during the life of this contract.
- D. The Board and Association recognizes the need for close supervision and guidance of probationary teachers. The Board retains the sole right to reprimand or discharge probationary teachers in accordance with the Michigan Tenure Law. However, lawful Association activities of the probationary teacher shall not be a basis for reprimand or discharge.
- E. The Board retains the sole right to reprimand or discharge teachers from their extra contractual duties. Extra contractual duties are those duties which are covered on a separate contract entitled, "Contract for Extra Contractual Duties." This contract is a separate contract from the basic teaching contract or otherwise with respect to wages, hours or working conditions.

ARTICLE II

TEACHERS RIGHTS

- A. The Board agrees that it will not discriminate against any teacher because of his membership in the Association, his participation in the lawful activities of the Association, his participation in collective negotiations with the Board, his institution of a grievance, as defined in this agreement or otherwise with respect to wages, hours or working conditions.
- B. The Board recognizes the necessity for peaceful settlement of disputes that may arise over the application or interpretation of this agreement. When a dispute cannot be settled by the grievance procedure both parties recognize the right of each to seek the assistance of the Labor Mediation Board.
- C. The Association shall have the right to use the school building after normal school hours. The Association shall follow the standard procedure for procuring the use of such facilities. If an evening meeting is requested and a custodian is not on duty the Association will compensate said custodian for his time. Organizational activity of any type shall not take place during school hours of 8:00 A.M. to 4:00 P.M. when pupils are scheduled in the building.
- D. The Board shall make readily available to the Association all information which is available to the public. The Board shall cooperate in helping the Association to locate the information, but is under no obligation to incur costs or time of clerks or the administration to prepare any information for the Association.

ARTICLE III

TEACHING HOURS

- A. The school day for the teachers shall begin one-half hour prior to the time pupils are scheduled to be in school and shall end one-half hour after pupils are dismissed for the day. The school day is defined as seven clock hours excluding lunch period, not to be less than 30 minutes in duration. On Fridays and days before the beginning of a holiday teachers may leave 15 minutes following the dismissal of pupils for the day. As in the past, teachers are encouraged to volunteer their services on occasion in behalf of the students which may extend beyond the seven hour day without extra compensation.
- B. Teachers are expected to be at their assigned station at all class times except in cases of emergency. Teachers are responsible for the proper supervision of all pupils assigned to them during the day.

- D. Provisions of this agreement and the wages, 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 lawful activities of any employee organization.
- E. The administration may schedule a faculty or in-service meeting whenever the need arises at which time all teachers shall be in attendance except those having received prior excuse from their building principal or the superintendent. No such meeting shall be held other than between the hours of 8:00 A.M. and 5:00 P.M. of a regular contractual day. Notices for such meetings will be given at least one day in advance. Every effort will be made using good judgment and common sense in not having the meetings exceed one hour and fifteen minutes in length and only to be called when there is important business to be discussed on a group basis. Frequency of meetings and length of meetings for curriculum studies, departmental or grade level meetings to be established by the group involved.

ARTICLE VI

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted in person with the full knowledge of the teacher.
- B. Each teacher shall have the right to review with his principal evaluations made of his work performance. The teacher is to make a mutually satisfactory appointment with the Principal for this review.
- C. Evaluation of probationary teachers is to be made in writing to the Superintendent of Schools by the Principal at least once each semester. The teacher is to receive a copy of the evaluation of his status. Evaluation of tenure teachers is to be made in writing to the Superintendent of Schools at least once each year. The tenure teacher is to receive a copy of each evaluation of his status.

ARTICLE VII

NEGOTIATION PROCEDURES

- A. This agreement is complete for its term and the only proper discussion between the parties shall be those required by the grievance procedure or as specified in Article I, Paragraph B.
- B. Not less than one hundred and twenty days prior to the expiration of this agreement the parties will begin negotiations on 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 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 and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ratification.

- 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 VIII

GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation of this agreement. The Association shall designate one Association representative per building to handle grievances and a designated alternate to act in the case of his absence, and shall inform the administration of the names of said persons not less than ten (10) days prior to the beginning of the school year. Should a teacher, group of teachers or the Association feel that a violation is in evidence the steps of procedure are as follows:

- (Step 1) The teacher or teachers shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to Step 2 with the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.
- (Step 2) The teacher and/or the designated representative may discuss the grievance informally with the teacher's principal within ten (10) days of the alleged violation. If no satisfactory conclusion is reached following this discussion(s) the teacher may proceed to Step 3.
- (Step 3) The teacher and/or the designated representative may present the alleged violation in writing to the Superintendent within ten (10) days following the discussion(s) with the principal and request an interview. This interview must be granted within ten (10) days after the written request has been filed with the Superintendent. A decision in writing by the Superintendent shall be given to the employee and the designated Association representative within ten (10) days after the hearing. If this decision is not satisfactory the teacher may proceed to Step 4.
- (Step 4) The teacher may file his alleged grievance in writing, countersigned by the Association representative, with the Board at least by the Thursday preceding the next scheduled Board meeting and request an audience. The Board shall place the request on its agenda. If no satisfactory conclusion is reached at this time, the teacher may proceed to Step 5.
- (Step 5) The teacher and/or the designated representative may file the grievance with the State Labor Mediation Board as provided by law. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level and/or should a teacher withdraw a grievance or leave the employ of the Board, all further proceedings on that grievance shall cease except in those grievances involving a financial return to the teacher.

ARTICLE IX

PROFESSIONAL COMPENSATION

- A. The Salary Schedule marked Appendix I shall be a part of this agreement.
- B. A teacher who is being hired into the school system, and did not teach in the system the previous year shall be given full credit up to 8 years of previous teaching experience, but shall not be placed on the salary index above their actual teaching experience. No credit shall be given for a fractional part of a year.
- C. The teacher assumes responsibility for notifying the business office of any change in professional classification. Evidence of change must be submitted prior to October 1st of each year and advancement under the salary index shall be automatic as of the next pay period.
- D. Payroll Deductions: Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership fees of the Association (including the National Education Association and/or the Michigan Education Association, the Ithaca Education Association and the Gratiot County Chapter of the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted in three equal payments from the regular salaries of all such teachers and remitted not less frequently than monthly to the Michigan Education Association and/or the National Education Association. A teacher may withdraw his membership from the Association at any time. Also he may discontinue any deduction he may have authorized in this Section.
- E. Returning Contracts: In order that the Board may comply with certain budget deadlines the Association agrees that it will encourage the teachers in returning to the Board on or before April 15th of each year all contracts, wage and additional duty supplement to existing contracts, if said contracts are in the form of a continuing contract, providing contract negotiations are completed for the ensuing year.

ARTICLE X

The Board accepts the responsibility to provide a copy of Board policies for each principal's office and one copy to the Chairman of the Professional Rights and Responsibilities Committee of the Association. The following are considered part of this contract:

Physical Examination Policy:

4114

Beginning July 1, 1965, physical examinations will be required for all full time employees.

All personnel currently employed by the Ithaca Public School system, other than bus drivers and cafeteria staff, are required to have a physical examination once every two years.

Bus drivers and cafeteria employees are required to have yearly physicals just prior to the opening of school in September of each year.

The Board of Education will contribute \$5.00 toward the cost of said physical for each employee providing it is conducted by a licensed physician. The individual employee may select his or her own doctor.

Statement of examination is to be turned in to the Superintendent's Office on or before the September 15th pay period at the beginning of each school year.

Adopted: 3/11/65

Separation Policy

4119

All professional employees are expected to fulfill the terms of their contracts of employment. No professional employee shall discontinue his services with the Ithaca Public Schools, except by mutual consent, without giving written notice to the Board of Education at least sixty (60) days before September 1st of the ensuing year.

All teaching personnel who reach the age of 65 prior to June 30, 1964 will be automatically released for retirement at that time. Any employee who reaches the age of 65 after June 30, 1964 will terminate his employment on the last day of the school year during which he attained that age.

Dismissal of Employees & Permanent Discharge

The procedure for temporary suspension and/or permanent discharge will be as outlined in the Teachers' Tenure Act.

Adopted: 5/8/63
Amended: 7/18/66

Pay Deductions for Absences and Leaves

4141.1

A professional staff member who is on leave of absence or is absent from school without approval of the Superintendent or is absent for reasons other than those covered by the policies of the school shall not be paid for the time he was absent. The amount deducted from his pay shall be computed according to the following formula:

$$\text{Amount Deducted} = \frac{\text{Number of days missed}}{\text{Contract time in weeks times five}} \times \text{Contract Salary}$$

Adopted: 6/8/66

Personal Illness:

4151.1

Ten days per year will be granted with the full allowance being credited at the beginning of each year. The total is to include all unused sick leave.

Unused portions of the allowable days of absence each year shall accumulate to a maximum of ninety (90) days.

The Superintendent, with the approval of the Board of Education, may take under consideration extending the time limits set in this policy in unusual circumstances upon special written application for such extension.

Illness in the Immediate Family:

4151.2

The immediate family shall be defined as wife, husband, children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, and sister-in-law of the employee.

Five (5) days per year with the full allowance being credited at the beginning of each year.

Not accumulative, nor will it be charged against illness days.

The Superintendent, with the approval of the Board of Education, may take under consideration extending the time limits set in this policy in unusual circumstances upon special written application for such extension.

Adopted: 3/13/63

Amended: 5/25/66

Death in the Immediate Family:

4151.3

The immediate family shall be defined as wife, husband, children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, and sister-in-law of the employee.

Five (5) days per year with the full allowance being credited at the beginning of each year.

Not accumulative, nor will it be charged against illness days.

The Superintendent, with the approval of the Board of Education, may take under consideration extending the time limits set in this policy in unusual circumstances upon special written application for such extension.

Adopted: 3/13/63

Amended: 5/25/66

Professional Business:

4151.4

Each certified member of the teaching staff may attend one regional or state conference in his subject area per year. All expenses will be paid for by the Ithaca Board of Education, subject to the following conditions:

1. Conference approved by the Superintendent prior to attending.
2. It is not necessary to miss more than one and one-half (1½) days of school.
3. Availability of substitute.
4. It is not recommended that all members of one department be absent at the same time.
5. Number of other teachers absent in the school system.
6. Additional time upon written request in unusual circumstances.

Adopted: 3/13/63

Amended: 5/25/66

Personal Business:

4151.5

Defined as personal business that cannot be transacted on a Saturday, Sunday or other legal holiday.

Two (2) days allowed per year, non-accumulative, being credited at the beginning of each year.

Adopted: 3/13/63

Amended: 5/25/66

Leave of Absence Policy:

4152

Professional staff members, at the discretion of the Board of Education, shall be granted leaves of absence without pay for the following reasons: sabbatical, health, maternity, or professional improvement. Length of leave to be determined by the Board of Education.

Adopted: 4/10/63

Sabbatical Leave:

4152.1

Sabbatical leave of absence not to exceed two semesters may be granted to members of the professional staff of the Ithaca Public Schools subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited. The number of employees granted such a leave should be limited to one per year. To be eligible a staff member must have been employed at least seven consecutive years by the Ithaca system; make formal application to the Superintendent before April 1st of the year prior to the sabbatical leave; hold a permanent certificate; sign an agreement with the Superintendent and Board of Education to return to the Ithaca system for a minimum of two years upon completion of the sabbatical leave.

If granted the employee shall receive at least one-fourth of his present yearly salary.

Status upon Returning from Sabbatical Leave:

At the expiration of a sabbatical leave the employee shall be restored to his position or to a similar position with like nature, seniority, status and pay, provided that the employee remains eligible for reinstatement under the rules and regulations of the Board of Education.

Adopted: 4/10/63

Leave of Absence for Professional Improvement:

4152.2

Leave without pay, not to exceed two (2) semesters, is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research, and travel. Applications for such leaves shall be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent.

To be considered for a professional leave the applicant must have been a member in good standing on the staff for a minimum of five years and a holder of a permanent certificate.

Status upon Returning from a Leave of Absence for Professional Improvement:

At the expiration of a leave of absence for professional improvement the employee shall be restored to his position or to a similar position with the nature, seniority, status and pay provided that the employee remains eligible for reinstatement under the rules and regulations of the Board of Education.

Adopted: 4/10/63

Maternity Leave:

4152.3

The Board of Education may grant a leave of absence for maternity, without pay, to any regularly employed certified staff member upon written request for such leave.

The employee shall apply for such leave no later than six (6) months previous to the expected date of normal birth of the child.

The employee must terminate employment no later than five (5) months prior to the expected date of normal birth of the child.

Teachers who have been on a maternity leave will be allowed to return during the school year following the birth of their child, only upon written approval from their Doctor and the consent of the Board of Education.

Adopted: 4/10/63

Leave for Jury Duty:

4242.5

Teachers who are called for jury duty or subpoenaed will be granted a leave of absence during the period required to fulfill this obligation. The financial compensation received for this service will be deducted from their regular pay.

Adopted: 6/8/66

School Day - Emergency Closing for Inclement Weather:

6112.1

School will be closed because of weather and/or road conditions whenever in the opinion of the Superintendent or his authorized agent these conditions exceed prudent safety limitations for the busses, students, and other school personnel.

It is strongly recommended, whenever conditions permit, that teachers spend some time in attendance working on future plans or completing the many routine tasks which many times are left undone.

Adopted: 12/24/62

Amended: 6/8/66

APPENDIX I

A. Salary Schedule for 1966-67

<u>Exp.</u>	<u>Index</u>	<u>B.A.</u>	<u>B.A. +15</u>	<u>M.A. I</u>	<u>M.A. II</u>
0	1.0	\$5300	\$5450	\$5650	\$5750
1	1.03	5459	5614	5820	5923
2	1.06	5618	5777	5989	6095
3	1.09	5777	5941	6159	6268
4	1.12	5936	6104	6328	6440
5	1.15	6095	6268	6498	6613
6	1.18	6254	6431	6667	6785
7	1.21	6413	6595	6837	6958
8	1.24	6572	6758	7006	7130
9	1.28	6784	6976	7232	7360
10	1.32	6996	7194	7458	7590
11	1.36	7208	7412	7684	7820
12	1.40	7420	7630	7910	8050

B. Non-Degree Schedule

1. Maximum for a non-degree teacher should not exceed the base salary for a person with a degree on the B.A. schedule.
2. For the 1966-67 school year, all non-degree teaching personnel are to receive a \$600 raise.
3. All personnel in this classification are encouraged to earn their degree as soon as feasible.

C. Extra Curricular Activities

Athletics

Football, Varsity	\$600
Assistant	400
Jr. Varsity (2)	350
Basketball, Varsity	600
Reserve	450
Freshman	250
Jr. High (2)	200
Wrestling, Varsity	350

Baseball, Varsity	\$ 300
Reserve	200
Track Varsity	300
Golf Varsity	250
Tennis Varsity	200
Others:	
Special Education	300
Summer Band	1050
Driver Training	1050*
Getting Department in Order	200
Director of Dramatics	225
Director of Cheerleaders	200
Director of G. A. A.	150
Class Advisors:	
Seniors	50
Juniors	75
Sophomore	50
Freshmen	25

D. Mileage will be paid at the rate of 8¢ per mile whenever a teacher's teaching responsibilities requires his presence in two or more buildings and it becomes necessary for the teacher to use his own automobile. Request for payment is to be made by the first of every month.

* Should the rate for reimbursement per student for the 1966 summer program pay out in full or up to \$25.00 per student, the amount of increase is to be pro-rated among the three drivers and added to this amount.

ITHACA PUBLIC SCHOOLS
ITHACA, MICHIGAN

School Calendar
1966-1967

<u>Date</u>	<u>Activity</u>	<u>Membership</u>	<u>Attendar</u>
Sept. 6	Teachers in attendance		
Sept. 7	Students in A.M. - teachers all day		
Sept. 8	Students full time	18	18
Oct. 27 & 28	M.E.A. Institute	21	19
Nov. 11	End 1st nine week marking period		
Nov. 23	School dismissed at noon		
Nov. 24 & 25	School closed - Thanksgiving vacation	21	20
Dec. 21	School in session all day		
Dec. 22	School closed - Christmas vacation	15	15
Jan. 3	School resumes		
Jan. 19	Students in A.M. only - teachers all day		
Jan. 20	School closed - teachers in attendance		
	End of first semester	21	20
Feb.	County Institute	20	19
March 24	End third nine week marking period		
	School dismissed at noon		
March 27-31	School closed - spring vacation	18	18
April 3	School resumes	20	20
May 30	School closed - Memorial Day	23	22
June 7	Students in A.M. only - teachers all day		
June 8	School closed - teachers in attendance		
June 9	End of school year - students pick up cards 6		6
		<u>183</u>	<u>177</u>

Elementary - six week grading system

<u>Marking Periods</u>	<u>Membership</u>	<u>Attendance</u>
Sept. 7 - Oct. 21	33	33
Oct. 24 - Dec. 2	29	27
Dec. 5 - Jan. 20	27	26
Jan. 23 - March 3	30	29
Mar. 6 - April 21	30	30
Apr. 24 - June 9	34	32
	<u>183</u>	<u>177</u>

Membership counted but not in attendance

M.E.A. Regional	2
Thanksgiving	1
New Years	1
County Institute	1
Memorial Day	1
	<u>6</u>