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# MASTER

# AGREEMENT

IDA PUBLIC SCHOOLS

AND

# MONROE COUNTY EDUCATION ASSOCIATION

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Ida Public Schoole

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### IDA PUBLIC SCHOOLS Ida, Michigan

### BOARD OF EDUCATION MONROE COUNTY EDUCATION ASSOCIATION AGREEMENT

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

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

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

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

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

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

#### ARTICLE I

#### Recognition

- A. The Board recognizes the Monroe County Education Association affiliated with the Michigan Education Association and National Education Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended, for all regular full-time and regular part-time certified teaching personnel employed under regular tenure or probationary contracts, substitutes employed for one semester or more in the same position, counselors and certified librarians, special education teachers and hearing impaired consultants, and reading consultants, employed by the Ida Public Schools Board of Education. Excluded from the bargaining unit are full- or part-time supervisory, executive or administrative personnel, business manager, athletic directors, Title I director, curriculum coordinator; enrichment, adult education and community education program personnel; preschool personnel, school nurse if not teacher-certified, social worker, psychologist, special education teacher consultant, special education coordinator, police liaison officer, reading director, all other substitute teachers, per diem appointments, aides and paraprofessionals, teachers in programs which are not part of the regular school year (such as summer school, including the migrant program and driver education), noon period supervisors and/or recreation personnel, office and clerical employees, custodial employees and all other employees of the board or any other employer.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- C. The Board agrees not to negotiate with any teacher organization other than the Monroe County Education Association for the duration of this Agreement. However, it is expressly agreed that the Board may recognize and deal with the local association which the MCEA has designated as its authorized representative for all contract administration purposes. The "local association" as the term is used in this contract is an affiliate of the MCEA and is comprised of bargaining unit members. 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 consistent with the terms of this Agreement.
- D. 1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

- 2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay a financial responsibility fee to the Association. The Association shall advise the Board of the amount of the financial responsibility fee as permitted by law except that said fee shall not be greater than the amount paid by Association members. Teachers paying the financial responsibility fee may authorize payroll deduction as provided in paragraph 3 of this Article.
- 3. Pursuant to such authorization as provided in paragraphs 1 and 2 of this Article, deduction of membership dues or fees and insurance premiums shall be made in the following manner:
  - a. MEA, NEA and county dues will be taken out of the 1st pay of every month for ten (10) months in equal deductions beginning September and ending June.
  - b. Insurance premiums for coverages over and above those furnished by the Board shall be deducted as follows:
    - (1) Those teachers on 21 pays will have insurance premiums deducted from the second pay in September.
    - (2) Those teachers on 21 pays will have deducted from the 2nd pay of every month premiums owed for insurance selections. The last pay in June will have deductions for July, August and September to cover summer months not on payroll.
    - (3) Teachers on 26 pays will have deductions removed from pay for insurance selections on the 2nd pay of every month for 12 months unless they choose the lump sum payment in June. In such case July, August and September premiums would be deducted.
- 4. The Board shall make deductions for the MCEA-Ida Voluntary Political Action Committee upon written authorization from a teacher. Deductions for voluntary political action contributions shall be made in one standard amount and occur in one pay period. Each year teachers must submit written authorization by September 30.
- 5. The Association will save the Board harmless from any and all costs including witnesses, attorney fees, unemployment compensation or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by reason of any action taken or not taken by the Board with respect to provisions of this Article.

#### ARTICLE II

### Teacher/Management Rights Clause

### 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 any other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan, or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission.
- C. The Board agrees to furnish to the Association in response to written request all public information concerning the financial resources of the district pursuant to the Freedom of Information Act.
- D. At the request of the Monroe County Education Association, Ida teachers shall have the right to use school buildings for Association meetings at reasonable times and hours when such buildings are open and janitorial operating staff is on duty. Such use will be scheduled through the building principal. Such use beyond reasonable times and hours requiring an extra cost incurred by the Board shall be paid by the Association.
- E. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof, outside of employment, shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement as to wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with, the activities of any employee organization.

- A. Nothing in this Agreement is to be interpreted as constituting a waiver of the Ida Public Schools Board of Education's rights and responsibility to create and maintain schools that reflect its public's wishes. The intent of the Agreement is to establish wages, working hours and conditions of employment with the Ida Education Association.
- B. Therefore the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities.
  - 2. To hire all employees, to determine their qualifications and conditions for their continued employment, or their dismissal.
  - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  - 4. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, and processes of carrying on the work.
  - 5. To adopt reasonable rules and regulations.
  - 6. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, building, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments divisions or sub-divisions, building or other facilities.
  - 7. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations.
  - 8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- C. The exercise of the above rights and the use of the Board's judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

#### ARTICLE III

#### Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. There shall be a 6% salary step increase in the salary lanes for 1987-88; 1988-89 and 1989-90. Further, the parties agree that the following section, III, C., shall not be enforced until July 1, 1987.
- C. For the term of this Agreement, the school calendar shall be set forth in Schedule B. Should the state order the make up of days lost in order to qualify the district for full State Aid, the Board and the Association shall meet for the purpose of rescheduling said days through mutual agreement. The scheduling of state-required make-up days shall not increase the salary of the teacher above the contracted amount, nor will more days be required than are specified in Schedule B.
- D. The Board shall provide three (3) release days per year to an Association designee to be used at the direction of the local Association. Such days shall not be used to negotiate elsewhere. A substitute will be provided by the Board for each day. The superintendent shall be notified in writing at least two (2) days in advance. Time shall be taken in not less than one (1) day increments. The Association may use four (4) additional days for the purpose stated above but the Association shall reimburse the Board for the substitute.
- E. Salaries will be paid on a basis of 21 or 26 pay periods according to authorization of each teacher. Teachers will receive their first pay the second Friday after the beginning of school. The board will pay a lump sum check at the end of the school year in June to any teacher who so desires.
- F. All new teachers shall be required to attend an unpaid half day session previous to the first calendar day. Time will be provided by the administration for the orientation of new teachers to Association matters.
- G. Anyone reaching the age of seventy (70) by July 1st will not be employed for the next year. An exception may be made for all teachers presently employed who at the age of seventy (70) will have less than ten (10) years of public school service. These teachers may be hired on a year-to-year basis until such time as ten (10) years of service will be reached. (Note: This contract provision shall not be in opposition to federal and state laws.)
- H. When a teacher substitutes for another teacher during his or her planning period, the substitute teacher will receive fourteen dollars (\$14.00) per period.

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

Teachers may be assigned to a teaching assignment other than their regular assignments, without additional compensation, if they are freed from their regular assignment because of field trips or dismissed classes. Whenever a substitute teacher cannot be obtained, the administration shall, on a rotating basis, assign a teacher to substitute during her/his planning time. No teacher can be involuntarily assigned more than three (3) times a year.

- I. Shared Time Academic Teaching Positions Within the Normal School Day
  - 1. The decision to create a shared time position rests solely with the district. Teachers may submit suggestions for shared time positions.
  - 2. Teachers working in a shared time academic teaching position within the defined teaching day shall receive pro-rated compensation.
  - 3. The teachers sharing a position will undertake joint planning whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to, and during, the teaching assignments.
  - 4. Teachers working in a shared time position shall be eligible for up to the single subscriber rate with the employer's hospitalization plan provided the insurance carrier allows part-time employee coverage. The above shall be subject to the rules of an insurance carrier.
  - Sick leave and personal business days shall be pro-rated based on the portion of the day worked.
  - Teachers working half-time or more shall receive full seniority credit; teachers working less than half-time shall receive half seniority credit.
  - 7. No teacher employed in a shared time teaching position will file for unemployment benefits while in such a position. Failure to comply with this provision will result in the termination of all seniority and employment rights.
  - 8. Teachers working in a shared time position during the school year may apply for a full-time vacancy, but it shall be the district's sole discretion as to the filling of a vacancy. A shared time teacher may not bump or exercise her/his seniority for a full-time teaching position.
  - 9. Teachers will receive State mandated retirement allowance in accordance with State Retirement regulations.
  - 10. The above rights and privileges shall not be granted or afforded to individuals working outside the defined school day. By way of illustration and not limitation: Driver Education, coaching assignments, extra curricular assignments.
  - 11. Prior to the end of the school year, an evaluation of job-sharing will be conducted by the involved teachers and the administration.

#### ARTICLE IV

#### Teaching Hours

- A. The Board recognizes the principle of a standard work week not to exceed forty (40) hours and will set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers to work in excess of such standard work week unless mutually agreed.
- B. The Board reserves the right to set the hours of the school day as long as these hours agree with Section A of this Article.
- C. The clock hours for the high school and the middle school shall be as follow. (The August 16, 1987, Letter of Understanding stipulates the Daily Schedule for 1988-89 and 1989-90 will be reviewed and completed by February 25, 1988.)

High School

grades 9-12

1	8:25	-	9:15
2	9:19	-	10:09
3	10:13	-	11:05
4	11:09	-	11:59
	LU	NC	Н
5	12:31	-	1:21
6	1:25	-	2:15
7	2:19	-	3:09

Middle School

7th/8th Grade

6th Grade

5th Grade

8:25	-	9:15	1st Hr.	8:25	-	9:17	Reading	8:25	-	8:28	Homeroom
9:19	-	10:09	2nd Hr.	9:21	-	10:38	Morning Block	8:29	-	9:22	Reading
10:13	-	11:05	3rd Hr.	10:38	-	11:10	Lunch	9:23	-	10:07	Math
11:05		11:37	Lunch	11:10	-	12:00	Rotation Class	10:11	-	10:33	Spelling
11:37		12:27	4th Hr.	12:04	-	12:24	Spelling	10:33	-	11:10	Lunch
12:31		1:21	5th Hr.	12:28	-	1:46	P.M. Block	11:10	-	12:00	Stu.Hall/Band
1:25		2:15	6th Hr.	1:50	-	2:15	Remedial Math/ Enrichment	12:04	-	12:33	Language
2:19	-	3:09	7th Hr.	2:19	-	3:09	Study Hall/Band	12:33	-	1:17	Science
								1:17	-	2:01	Soc. Stu.
								2:01	-	2:15	Enrich/Recess
								2:19	-	3:09	Rotation Cl.

- D. Teachers shall be in their rooms, or assigned area, no later than twenty (20) minutes before school convenes and leave no earlier than 3:24 p.m. with the exception of teachers' meetings or appointments which may require a later time.
- E. Student Dismissal Time Should the district find it necessary to alter the dismissal time of students, the parties shall negotiate a new starting time for teachers.

#### ARTICLE V

# Teaching Load and Assignments

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

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

Elementary		Secondary	
Kindergarten First - Second Third - Fifth	25 25 30	English Social Studies Mathematics Science	25 30 25 25
Special subjects such as Art, Music, P.E., Library	One (1) Regular elemen- tary class, plus one (1) Hearing Impaired class. Note: Nothing herein shall prohibit teachers of Special Subject classes from voluntarily accepting greater numbers than the standards for the purpose of student enrichment. How- ever it is understood that such deviation from the standards must be at the initiation of the teacher.	Language Business Typing Business Machines Industrial Arts Drafting Homemaking Music Art Physical Educa. Hygiene Reading	25 25 30

Should a situation arise in which a classroom teacher has reason to believe the placement of a student diagnosed as needing special education services in that teacher's classroom is inappropriate, the teacher may consult with the appropriate special education personnel and/or the building principal. If so requested by any of the parties above enumerated, the parties shall meet to attempt to resolve the problem.

B. Assignments shall be made at the discretion of the administration and will, except for good cause, be in the areas of teacher competence and in their major and minor fields of study. Teachers shall be notified of their following year's tentative assignment no later than June 1st of the preceding school year. After July 15 the Board will attempt to limit changes in assignments.

- C. In making changes in assignments, consideration will be given to the desire and wishes of the teacher, but the Board reserves the right to make the final decision. The administration shall consult with the teacher before a definite decision is made.
- D. The normal weekly teaching load in grades 7-12 will be 25 teaching periods and 5 supervised study periods, or 30 teaching periods. Teachers in grades 7-12 will not be assigned more than three (3) preparations except with consent of the teacher and except for teachers with their major assignments in art, music, physical education, foreign language, home economics, industrial arts, and special education. There shall be five (5) unassigned preparation periods for all teachers in grades 7-12. Before any teacher is assigned more than three (3) preparations, the teacher shall be consulted. If said teacher objects to more than three (3) preparations, the district agrees to make every reasonable effort to adhere to the teacher's desires.
- E. Whenever administrative, curricular, extracurricular, or counseling vacancies or new positions arise, the superintendent shall promptly notify the Association and post a notice as to the number and type of vacancies on a bulletin board in each teachers' lounge for no less than five (5) school days before the position is filled. Vacancies shall be filled on the basis of the experience and qualifications of the applicant, length of service in the district and other relevant factors according to the judgment of the Board of Education and superintendent.

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

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

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

#### ARTICLE VI

#### Teaching Conditions

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees to make every reasonable effort to keep the schools equipped and maintained and textbooks up to date.
- B. All teachers shall be entitled to a 30-minute duty-free lunch period. All teachers grades 1-4 shall be entitled to a duty-free period equivalent to 15 minutes in the morning and 15 minutes in the afternoon. Additionally, all elementary teachers shall be entitled to duty-free planning time of not less than 125 minutes per week, in segments of not less than 20 minutes each, as scheduled by the principal. In grades 5 and 6 planning time will be determined by the principal and must be equivalent to the planning time of grades 7 and 8.
- C. No teacher shall be required to drive a school bus on a daily route as a part of his/her regular assignment.
- D. The Board shall make available in each school adequate restroom and lavatory facilities for teacher use and at least one room shall be reserved for use as a faculty preparation room in which smoking shall be permitted. A non-smoking faculty preparation room shall be provided if possible.
- E. Announcements concerning the non-performance of duties by teachers will not be made over the classroom public address system.
- F. A key to the building and gate will be made available at the discretion of the building principal to teachers who desire to prepare rooms and plan.
- G. Advisory Committee: An advisory committee to study curriculum improvement and make recommendations for such improvement to the Board of Education shall be established. This committee shall be composed of nine members: Three teachers (one from each building) to be selected by the Association, three members from the administrative staff and Board of Education (at least one Board member) and three to six members who are not employed by the school system, to be mutually agreed upon by the Board and Association Three student body representatives shall be to represent the public. selected to serve by the student council (two senior class members and one junior class member); these student body representatives shall not be voting members. The superintendent and the Association representative shall initiate steps to hold an organizational meeting, which shall convene before October 1st of each school year. The committee shall establish a regular meeting time in order to review the school district's curriculum and class loads. The committee herein established shall investigate and submit recommendations to both the Board and the Association and such reports shall be acted upon by the Board and a formal decision shall be submitted to the committee with the Board's rationale.

- H. Parking facilities shall be made available to teachers for their normal use.
- I. Each teacher is expected to have a week's lesson plans made available on a Monday through Friday basis. Any teacher who does not have lesson plans available for a substitute teacher when absent will be subject to disciplinary action. Seating charts are expected if required by the principal.
- J. If a teacher reports for work and must leave for reasons of illness, or other possible reason for sick leave, before three (3) clock hours have elapsed, a full day's sick leave will be subtracted from sick days earned. If a teacher must leave any time after three (3) clock hours, a half day only will be subtracted.
- K. Attendance at in-service sessions is required unless excused in advance by the building principal. Any violation will be handled as any other unexcused absence.
- L. The Association and the Board recognize the pupils' progress is a combined result of school, home, ability and economic and social environment, and neither the teacher nor the Board shall be held solely accountable for it.
- M. Acts of God. The school administration will notify all teachers of school days which are canceled. When school is canceled teachers may report to school but will not be required to do so.
- N. A copy of Board Policy will be placed in each building's teachers' lounge, library and principal's office. It is the responsibility of the teacher to be aware of the Board policies. Copies of changes and/or additions in Board policy must be provided to the designated Association representative.
- 0. Should the Michigan Department of Education develop and implement regulations prohibiting the counting of one-half (1/2) days as full days for purposes of state aid, the parties agree to renegotiate the calendar to take into account such changed regulations.

#### ARTICLE VII

#### Leave of Absence

- A. All teachers will be given six (6) days of sick leave per semester with accumulation to 180 days. Teachers who fail to report to school the day preceding or following a vacation may be required to provide proof of illness. Teachers abusing the use of yearly sick days or accumulated days may be required to be examined by a doctor selected by the Board. Further, the teacher may be required to provide the written statement(s) of his/her own physician.
- B. Any teacher whose personal illness extends beyond the period compensated under 'A' of this Article shall be granted a leave of absence without pay for a period of one (1) year beyond compensation under section A of this Article.
  - 1. A teacher returning from a leave of less than one (1) semester shall be returned to his/her former position.
  - 2. A teacher returning at the beginning of the school year shall be returned to his/her former position provided the returning teacher is senior to the replacement teacher in that position, unless a vacancy exists for which the returning teacher is certified and the replacement teacher is not certified.
  - 3. If a teacher is on leave for more than a semester and does not return at the beginning of the school year, the teacher shall be returned to a position for which he/she is certified for the remainder of the school year. At the beginning of the next school year, the provisions in B.2. above shall prevail.
  - 4. If the teacher in the position to which the teacher on leave is returning is displaced, that teacher shall then move into a vacant position for which he/she is certified. If no vacancy exists, that teacher shall move to a position within his/her certification which is held by the individual with the least seniority, unless the displaced teacher has the least seniority.
  - 5. The teacher must notify the administration of his/her intention to return sixty (60) days before the end of the school year previous to his/her return.

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

- C. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
  - 1. Personal illness.
  - Serious illness of any member in the immediate family not to exceed five (5) days per year. Immediate family is defined as spouse, siblings, children, parent (defined as foster, natural, or adoptive), mother-in-law and father-in-law or others residing in the household and grandparents.

- 3. Death in the immediate family defined as spouse, siblings, parents (defined as foster, natural, or adoptive), children, mother-in-law and father-in-law, or others residing in the household and grandparents. Three (3) days with two (2) additional days to be given by the superintendent if conditions warrant it.
- D. All other leaves of absence may be granted without pay at the discretion of the administration.
  - 1. A teacher returning from a leave of less than one (1) semester shall be returned to his/her former position.
  - 2. A teacher returning at the beginning of the school year shall be returned to his/her former position provided the returning teacher is senior to the replacement teacher in that position, unless a vacancy exists for which the returning teacher is certified and the replacement teacher is not certified.
  - 3. If a teacher is on leave for more than a semester and does not return at the beginning of the school year, the teacher shall be returned to a position for which he/she is certified for the remainder of the school year. At the beginning of the next school year, the provisions in D.2. above shall prevail.
  - 4. If the teacher in the position to which the teacher on leave is returning is displaced, that teacher shall then move into a vacant position for which he/she is certified. If no vacancy exists, that teacher shall move to a position within his/her certification which is held by the individual with the least seniority, unless the displaced teacher has the least seniority.
  - 5. The teacher must notify the administration of his/her intentions sixty (60) days before the end of the year previous to his/her return.
  - 6. The Board may grant a miscellaneous leave of either one semester or one year. The maximum number of teachers that may be granted such a leave in any one semester shall not exceed four (4) teachers. (Additional conditions for such leave shall be provided in Article VII, Section D.)
- E. A maternity leave for female teachers commencing no later than the date of delivery shall be granted without pay at the request of the teacher. Paternity leaves for male teachers shall be granted without pay at the request of the teacher, provided the request is made 45 days before the adoption of a child or the anticipated date of delivery by the employee's wife.
  - 1. A teacher returning from a leave of less than one (1) semester shall be returned to his/her former position.
    - a. A teacher returning at the beginning of the school year shall be returned to his/her former position provided the returning teacher is senior to the replacement teacher in that position, unless a vacancy exists for which the returning teacher is certified and the replacement teacher is not certified.

- b. If a teacher is on leave for more than a semester and does not return at the beginning of the school year, the teacher shall be returned to a position for which he/she is certified for the remainder of the school year. At the beginning of the next school year, the provisions in E.1.a. above shall prevail.
- c. If the teacher in the position to which the teacher on leave is returning is displaced, that teacher shall then move into a vacant position for which he/she is certified. If no vacancy exists, that teacher shall move to a position within his/her certification which is held by the individual with the least seniority, unless the displaced teacher has the least seniority.
- d. The teacher must notify the administration of his/her intentions sixty (60) days before the end of the year previous to his/her return.
- 2. The leave shall be given for up to one (1) year and be renewable thereafter at the superintendent's discretion. The return to teaching must be only at the beginning of a semester unless some other time is mutually agreed upon.
- 3. A teacher may make written application to the superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
- 4. The granting of such leave will in no way interrupt seniority or any rights related to seniority.
- 5. The request for leave shall be made 45 days before the birth or adoption of the child or beginning of leave so that the administration has time to get a replacement.
- 6. In lieu of the above provisions for unpaid maternity leave, a pregnant teacher shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care. The teacher shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:
  - a. The teacher may be required to submit to physical examinations by a physician selected by the school Board at school expense.
  - b. To receive sick leave payments the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
  - c. For all sick leave days claimed the teacher must have a physician's certificate verifying physical disability which prevents her from fulfilling her teaching responsibilities.

- d. The teacher shall provide in writing all lesson plans and other materials required by the principal for the first week of absence in order to maintain curricula continuity through the substitution.
- F. Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the armed forces of the United States. Teachers on military leaves shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.
- G. A leave of absence for a period of two (2) years may be granted to any teacher who enlists in Action. On return from leave teachers shall be given the benefit of any fringe benefits which shall have accumulated prior to the leave of absence.
- H. Foreign and Domestic Teacher Exchange: The parties encourage exchange of teachers through professional, state and school organizations. The parties encourage such exchange with the understanding that they are beneficial for purposes of new ideas in curriculum, educational programs, innovative educational practices, etc. With the Board's approval, subject to conditions hereinafter stated, such exchanges may be made provided that:
  - 1. The outgoing teacher is on tenure.
  - 2. The incoming exchange is qualified for an available position.
  - 3. The exchange is for one full school semester or year.
  - 4. Teachers leaving on an approved exchange shall receive the same salary and other benefits during the exchange as they would have received had they remained in the Ida Public School system. The salary and other benefits of the exchange teacher will be paid by the school system under which said teacher has contracted to work.
  - 5. Any teacher returning from leave who has, with previous permission from the superintendent, increased his teaching experience by holding a teaching position while on leave shall be placed on the same step of the salary schedule as though he had been teaching in the Ida system.
- I. Any teacher called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial matter in which a teacher is not a defendant, shall be reimbursed for difference of pay. These days are not deducted from sick leave.
- J. Teachers shall be allowed one (1) day of absence each year out of the annual paid leave days allowed in Section A, for personal or business/legal matters which can be transacted only during the school day. Permission must be secured from the superintendent prior to the usage of said day. These days shall not be denied when legitimate business not in connection with other employment is to be transacted, nor shall they be denied for arbitrary or capricious reasons. (See attached form.)

K. Teachers shall be allowed one (1) day each year out of the annual paid leave days allowed in Section A for very personal business. Such days may not be used for vacation, recreational pursuits, shopping or business connected with other employment. Such days may not be used for any activity related to the collective bargaining process or a labor management dispute. Without exception such days require 72 hours notice to the superintendent. Such days shall be granted on a first-come, first-serve basis. The school district reserves the right to limit the number of teachers that may be absent on any given day because of a very personal business day. (See attached form.)

#### IDA PUBLIC SCHOOLS

#### Application for Personal Leave Usage

I am requesting a Personal Leave day on

Day of week

Month

, 19\_\_\_, for the following reason(s):

Check One (1)

Section J of Article VII, with said date to be used, "for personal or business/legal matters which can be transacted only during the school day. Permission must be secured from the superintendent prior to the usage of said day. This day shall not be denied when legitimate business not in connection with other employment is to be transacted, nor shall they be denied for arbitrary or capricious reasons."

#### Check appropriate area

Personal (Does not include Recreation)

Business

Legal

Section K of Article VII, with reason for usage to be unstated. Usage will comply with contract language, "Teachers shall be allowed one (1) day each year out of the annual paid leave days allowed in Section A for very personal business. Such days may not be used for vacation, recreational pursuits, shopping or business connected with other employment. Such days may not be used for any activity related to the collective bargaining process or labor management dispute. Without exception such days require 72 hours notice to the superintendent. Such days shall be granted on a first-come, first-served basis. The school district reserves the right to limit the number of teachers that may be absent on any given day because of a very personal business day."

I am aware of the contract stipulations pertaining to the usage of Personal Leave days, and realize any one individual is entitled to a maximum of two (2) days in one fiscal year. I agree to abide by these above-referenced stipulations.

Teacher's Signature

Date

Superintendent's Approval

#### ARTICLE VIII

#### Protection of Teachers

- A. The school recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policies.
- B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. It shall be the responsibility of the principal to report back to the teacher actions taken in this matter as the result of the foregoing.
- C. The teacher will promptly report any loss or damage of personal property due to theft or vandalism to the Board. If the Board believes reimbursement is justified, it will pay financial loss up to 80% on uninsured items due to the above when in connection with performing any function concerning their roles as teachers, including extracurricular activities.
- D. In the event of a physical assault upon a teacher, the Board agrees to support (non-financial) the prosecution of that student by the teacher provided investigation shows such prosecution is justified.
- E. The administration recognizes the need to follow the guidelines listed below in any areas related to the normal teacher contractual obligations.
  - 1. Oral reprimands or warnings may be followed by a written summary of the incident. The written summary shall be marked "cc: Personnel Folder, Teacher." The teacher shall be allowed the opportunity to submit added comments which shall become a part of that folder.
  - 2. Written reprimands or warnings shall be marked in the same fashion, and the teacher shall be allowed the opportunity to submit added comments which shall become a part of that folder.
  - 3. Oral reprimands or warnings and/or disciplinary action shall not be taken during a time when the teacher has classroom or supervisory responsibility, whenever possible.
  - 4. Any reprimand or warning or disciplinary action whatsoever, oral or written, directed toward any teacher shall be automatically removed from the teacher's personnel file at the end of five (5) years provided there has been no repeat of the behavior which precipitated the original disciplinary action.
- F. If a teacher is to be reprimanded or disciplined he/she may request an Association representative to be present to advise the teacher of his/her rights. If a teacher requests Association representation, no disciplinary action shall be taken until said representation has been secured. Representation must be secured within 24 hours of the time notice is given to the teacher of the disciplinary meeting.

### ARTICLE IX

#### Negotiation Procedures

- A. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers in the bargaining unit, 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.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

#### ARTICLE X

#### Grievance Procedure

- A. A grievance shall be an alleged violation, misapplication, and/or misinterpretation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - 1. The termination of services of or failure to re-employ any probationary teacher provided a hearing shall be given upon request of the teacher.
  - 2. Placing of a non-tenure teacher on a third year of probation.
  - 3. Any matter covered by the Michigan Teacher Tenure Act, including those areas where the Tenure Act proscribes a procedure or authorizes a remedy such as discharge and/or demotion.
- B. The chairman of the Grievance Committee, or designee, shall handle a grievance when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent, or his designated representative, to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievance as required herein shall be submitted on the standard form attached to the contract as Appendix X-A.
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 3. It shall cite the section or subsection of this contract alleged to have been violated.
  - It shall contain the date of the alleged violation.
  - 5. It shall specify the relief requested.

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

E. <u>Level One</u>: A grievant, believing himself wronged by an alleged violation of the express provisions of this contract shall (within ten days of its alleged occurrence) or at the time the grievant first becomes affected by its occurrence, with an Association representative orally discuss the grievance with the building principal, or his designated representative, in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. If alleged occurrence happens after the beginning of the school year, but prior to October 15, the grievant shall have fifteen (15) school days to initiate action. Level Two: A copy of the written grievance shall be filed with the superintendent, or his designated agent as specified in Level One. Within five (5) days of receipt of the grievance, the superintendent, or his designated agent, shall meet with the grievant and the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) school days of the discussion, the superintendent, or his designated agent, shall render his decision in writing, transmitting a copy of the same to the grievant, and the chairman of the Grievance Committee, and place a copy of same in a permanent professional grievance file in his office.

#### Level Three:

- 1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the decision of the superintendent, request from the American Arbitration Association in writing the appointment of an arbitrator. He shall be selected by the American Arbitration Association in accordance with its rules.
- 2. Arbitration shall be conducted under the rules and regulations of American Arbitration Association. Witnesses for either party shall be released without loss of pay for testimony at arbitration hearings. The Association should contact the superintendent three (3) days prior to scheduled hearings to provide the names of witnesses required for the hearing.
- 3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that judgment thereon may be entered in any court of competent jurisdiction provided the arbitrator has acted within the scope of his authority.
- 4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- 5. Grievances of similar nature may not be consolidated except upon written mutual consent.
- 6. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
- F. Should a teacher fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

- G. The Association shall have the right to withhold its signature at any level thereby stopping the processing of the grievance thereafter. It is expressly understood that the Association shall have the right to be present at the adjustment of a grievance at any level. The Board, or its designated representative, shall inform the Association Grievance Committee chairman, or his designated representative, prior to the time of any adjustment.
- H. All preparation, filing, presentation or consideration of a grievance through Level Two shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except upon mutual agreement.
- I. In the event a grievance is filed after May 5 of any year of this contract and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible. After the end of the school year "days" when school is in session as referred to in paragraph C of this Article, shall be construed as "calendar days".

## APPENDIX X-A

Date of Filing

Date of Grievance\_\_\_\_\_

Name

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

Signature

Nature of Grievance:

Contract Section under which Grievance is Filed:

Remedy:

Disposition by the Association:

#### ARTICLE XI

### Miscellaneous Provisions

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call prior to 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Board and 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. Nothing shall preclude the Board of Education from taking disciplinary action.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the Agreement, and all monies paid shall be stipulated in the contract. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed or considered for employment by the Board.
- F. The Monroe County Education Association and each employee in the bargaining unit agree that during the term of this Agreement, they will not directly instigate, participate in, encourage or support any strike against the Board or any withholding of services by any employee or group of employees.
- G. The superintendent shall meet with three (3) association designated people for the purpose of discussing teacher concerns. These meetings may be initiated by either party.

#### ARTICLE XII

### Fringe Benefits

- A. Increments become effective September 1 of each year, and the advancement under the salary schedule shall be automatic as of September 1 based upon years of teaching experience or completion of required academic or professional courses.
- B. For service in the Ida Public Schools since 1946, the teacher shall receive additional compensation beyond the established salary schedule as follows: After 12 years - \$300; after 15 years - \$400; after 18 years - \$500; after 21 years - \$600; after 24 years - \$700; after 27 years - \$800.
- C. Any teacher leaving after a minimum of ten (10) full years' service to Ida Public Schools will be provided \$3.00 compensation for each unused sick day up to 120 days accumulation.

Any teacher retiring from the Ida Public Schools after a minimum of ten (10) full years' service in the system and who receives state retirement payments will be provided \$10.00 compensation for each unused sick day up to 180 days accumulation or 5% of his/her last year's pay, whichever is greater. Payment may be delayed for the period of one year at which time the Board will pay the teacher or his/her estate. Teachers who apply and receive unemployment when retiring will forfeit the retirement benefit.

- D. The Board shall provide, without cost to the employee, complete health care protection and additional fringe benefits for a full twelve month period (from October 1 - September 30) for the employee's entire family through:
  - 1. Super Med II, MESSA Program, in 1987-88 and MESSA CARE-RIDER in 1988-89 and 1989-90.
  - Dental Coverage 1987-90 Dental Plan E (80-80) coverage This coverage will not exceed 100%, when both spouses are covered by dental care insurance programs.
  - 3. Negotiated Term Life Coverage In the 1987-88 school year the coverage will be \$10,000 and increases to \$30,000 in 1988-89 and 1989-90.
  - 4. Long Term Disability, (LTD), MESSA Program for each teacher according to the provisions in the insurance plan. This is provided beyond the first 52 weeks of loss of time, and up to a maximum of five (5) years, but not beyond the 65th birthday.

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

Insurance coverage for teachers new to the Ida Public Schools and for those requesting health insurance for the first time will begin on October 1st of the school year during which coverage is requested. In the event the employee shall terminate his employment, his subsidy shall terminate on the date on which he leaves the employ of the Ida Public Schools.

It shall be the employee's responsibility to be properly enrolled for any insurance coverage. All benefits in this section shall apply to teachers working 1/2 time or more.

- E. Credit for experience outside the school system may be evaluated by the Board of Education and credit may be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit may be given for the first six (6) years of experience. Teachers may be advanced a maximum of two (2) steps on the salary schedule for active military service. This will not affect current employees.
- F. Any teacher teaching in the Ida Public Schools at least one-half time, but less than full-time or at least one-half year, but less than full year, will be given credit for one-half increment on the salary schedule. A full increment will be given for fractional time when the total fractional time equals one year. This rule does not become retroactive, but will begin September 1969 and will apply to any credit secured after September 1969.

Salaries for a fractional part of a year will be figured on the base salary where the number of years' credit falls. The total daily schedule will be considered as 367 minutes of actual teaching time. The time taught in the secondary school will be considered as 50 minutes for class periods. The fractional part will be actual minutes taught divided by 367. In the secondary school a half period preparation time may be considered as time taught for those teaching one-half time or better up to full-time teaching.

- G. For all courses completed after July 1, 1987, the Board agrees to reimburse \$60 per graduate semester hour for classes in the field of education, or in the major or minor areas in which the teacher obtained his/her Bachelor's degree, or any classes in a degree program in the field of education which has been approved by the teacher's graduate advisor. All of the above hours must be beyond the hours required for permanent or continuing certification and must be completed at an accredited college or university. Term hours shall be reimbursed at 2/3 the rate for semester hours.
- H. The Board agrees to provide, upon application to and approval of the superintendent, the necessary funds for teachers who desire to attend selected professional conferences in their special areas. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board. Substitutes will be furnished at the Board's expense. A teacher attending such conferences and meeting shall be granted sufficient leave time to attend without loss of compensation.
- I. Employees not wishing health care protection may choose from the "Selection Option Package" available through MESSA or a MEFSA Tax Deferred Annuity plan. The Board agrees to pay up to the amount of premium for a single person rate, based on the present MESSA coverage.

#### ARTICLE XIII

#### Reduction in Personnel

A. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidation of districts.

The Association will save the Board and/or Ida Public Schools harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education and/or Ida Public Schools may be liable by virtue of enforcing the provisions of Article XIII, section A.

- B. In the event it becomes necessary to reduce professional personnel due to lack of current expected state and local income, decline of student enrollment, teachers returning from leave, or the elimination of program, the Board will give written notification in person or by certified mail to those staff members affected.
- C. Seniority will be based upon continuous service in the Ida Public Schools. No service outside the system will be considered; paid or unpaid leaves, and layoff periods shall be included in the accumulation of seniority. Seniority will commence when the teacher is hired, for all teachers hired prior to July 1, 1977. For all teachers hired after this date, seniority will commence on the first day taught in Ida Public Schools. An employee shall lose his/her seniority within the bargaining unit if:
  - 1. The employee quits.
  - 2. The employee is discharged and not reinstated.

The Board retains the authority to take disciplinary action against an employee, up to and including dismissal, if:

- The employee is absent for three (3) consecutive working days without prior approval or subsequent authorization for a leave of absence. The use of sick leave for appropriate reason is an exception to this provision.
- The employee fails to report for work on the first regularly scheduled work day in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence.

- 3. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.
- 4. The employee is employed elsewhere during a leave of absence without the knowledge of the Board.
- D. Those teachers with the longest period of continuous service who are certified and qualified for the positions shall be retained over teachers with less seniority provided that tenure teachers are retained over probationary teachers if certified and qualified.
- E. For purposes of this article "qualified" shall be based on: Certification in grades K-6 and 9-12. It is hereby recognized that all areas except mathematics, science, social studies and English in grades 7 and 8 require special qualifications. For all areas, except those listed above where certification is sufficient, additional qualifications are needed and shall be based on:
  - 1. Certification and a major or minor or the equivalent hours in the specific teaching area, or
  - 2. Certification as above and student teaching experience in the discipline, or
  - 3. Certification as above and teaching of the same subject matter in grades 5-6.
- F. A representative of the Association and the Board will meet to clarify procedures of layoffs.
- G. In the event tenure teachers must be laid off the procedures of section D will be followed.
- H. In the event of layoff, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order or layoff to positions for which they are certified and qualified. Recall will be initiated upon resolution of any financial crisis or decreasing enrollment which may have precipitated the necessary reduction in personnel.
- I. If the teacher fails to notify the Board within ten (10) days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.
- J. A seniority list will be provided to the Association yearly.
- K. Copies of layoff notices and recalls will be provided to the Association.
- L. In the event two or more teachers are certified and qualified for a position and seniority is the same, the following steps shall be followed to break the tie:

- 1. The most graduate hours beyond the BA or BS degree, if still tied,
- 2. Earliest date of permanent or continuing certification, or if still tied,
- 3. Lottery.
- M. Any changes in certification during the layoff will not effect the teacher's layoff status. In the event a teacher is laid off, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall be prorated on the calendar year based on the number of days worked during that school year.

#### ARTICLE XIV

#### Teacher Evaluation

- A. The Board and the Association recognize that, desirably, the evaluation of a teacher is a cooperative and continuing process for the purpose of improving the quality of instruction; a process in which the teacher and his evaluators review the teacher's general and specific responsibilities, examine the conditions under which the teacher is working, determine whether the teacher is meeting the responsibilities satisfactorily and decide upon changes, if any, that should be made in the responsibilities, the conditions or the teacher.
- B. All teacher evaluations shall be conducted based upon this position statement.
- C. The teacher may, at any reasonable time, review his evaluation file and make written rebuttal to anything therein contained. This rebuttal shall become a permanent part of the teacher's evaluation file.
- D. All teachers shall be informed of the method and areas under which they will be evaluated. If monitoring systems and third-party observations and/or opinions are to be used, the teacher shall be so informed.
- E. Any factors which may result in a negative evaluation, whether originating within the school system or from external sources, shall be brought to the attention of the teacher or teachers involved.
- F. Tenure teachers shall be evaluated in accord with the provisions of the Michigan Tenure Act or its successor.
- G. The Board's representative, who is designated to evaluate a teacher, shall be directed to try to give assistance to that teacher to improve in any areas that receive an adverse evaluation.
- H. Some of the characteristics an evaluator should consider when evaluating an employee are listed below. Any other characteristics may be taken into consideration as long as the employee is made aware of them.

### Characteristics of a Good Employee:

- 1. Discipline
- 2. Classroom control
- 3. Personality pleasant, cheerful, understanding
- 4. Cooperative works well with and considerate of others
- 5. Stability consistently controlled, composed
- 6. Enthusiasm alert and interested in the job and education in general
- 7. Adaptability capable of readily adjusting to change
- 8. Ambitious initiative, capable of self-starting
- 9. Appearance well-groomed, appropriately dressed
- 10. Communication command of oral and written English, voice quality and control
- 11. Judgment rational decision-making, tact, courtesy
- 12. Responsibility punctual, dependable, follows through
- 13. Conduct self-control, poise, peer and community respect
- 14. Physical stamina alert, good attendance, vitality
- 15. Loyalty to co-workers, supervisors, school district and policies
- 16. Training previous preparation for the position
- 17. Motivation can stimulate others to accomplish tasks
- 18. Resourcefulness innovative, can secure positive results with available resources
- 19. Efficiency accomplishes tasks in a complete and timely manner
- 20. Management constantly plans, organizes, implements, coordinates and evaluates
- 21. Professional Growth devotes time and energy to advance skills and knowledge
- 22. Preparation continually formulates immediate and long-range plans
- 23. Human Relations establishes effective relationships with pupils; demonstrates the ability to plan with pupils and is sensitive to interpersonal relations among pupils.

Teacher's Name	
Subject	Grade

Length of Visit \_\_\_\_\_

NT- 4

EVALUATION OF A LESSON

(Form I)

I.	AIN	1	Yes	No	Applicable
	a.	Was the aim or purpose defined or discernible as the class progressed?			
	b.	Was there progress made toward the fulfillment of the aim or purpose of the lesson?			
II.	PRC	CEDURE	Yes	No	Not Applicable
	a.	Was there evidence of adequate pre- planning in the procedure?			
	ь.	Were the steps in the procedure logical?			
	c.	Were available appropriate teaching materials and/or equipment used?			
	d.	Were the techniques used sufficient to reach and maintain the interest of the class?			
		Check the technique(s) used:			
		Lecture Demonstrations Discussion Student-teacher planning Student Reports Student Group Activity			
	e.	Other: Did the lesson produce interaction between:			

Student-Student? Teacher-Student?

f. Did the teacher employ techniques to determine the effectiveness of the lesson?

Check the technique(s) used:

Class Assignments Group Assignments Questions and/or Discussions Student Demonstrations Test Other:

III.	ASS	SIGNMENT	Yes	No	Not Applicable
	a.	Did the teacher make an assignment?			
	b.	Did the assignment consider individual differences?			
	с.	Did the assignment relate to what was happening in the class?			
	d.	Did the assignment relate to a future lesson?			
			Yes	No	Not Applicable
	a.	Was there evidence of mutual respect between:			
		Teacher and student? Student and student?			
	b.	Was there evidence of class control? If negative, comment is necessary.		<u> </u>	4 <del></del> - 1
IV.	PHY	SICAL CONDITION OF CLASSROOM	Yes	No	Not Applicable
	a.	Was the physical condition of the class- room conducive to learning?			
V.	CON	CLUSION	Yes	No	Not Applicable
	a.	Was this lesson satisfactory?			
	ь.	Summary Comment: (i.e., strengths, weaknesses, suggestions for improvement, et	)		

ADMINISTRATOR'S COMMENT:	
ADMINISTRATOR 5 COMMENT:	
	Signature of Administrator
	Date
	Signature of Teacher
ignature indicates teacher has	examined this report.
EACHER'S COMMENT:	

Signature of Teacher

Teacher's Name		
Subject	Grade	
School Year		

SUMMARY EVALUATION - TEACHER'S PROFESSIONAL RESPONSIBILITIES

(Form II)

# I. RESPONSIBILITIES TO THE SCHOOL AND TO THE TOTAL STAFF:

(Does the teacher cooperate with school procedures?)

		Always	Usually	Sometimes	Never
a.	keeps records up to date		·		
b.	is responsible for school materials				
c.	is present in class during class period				( <del></del>
d.	attends faculty meetings				
e.	dismisses classes according to school schedule				
f.	assumes responsibility for building discipline				
g.	arrives to class on time				
h.	adheres to the school calendar (i.e. inventory, final exam per parent-teacher conferences)				
i.	assumes responsibility for goo housekeeping in classroom	od			
j.	provides direction for substitute teachers				

		Yes	Sometimes	No
a.	Does the teacher show an interest in professional self-improvement? (i.e. reading current professional journals, curriculum study, graduate work, atten- ding conferences workshops, actively working with professional organiza- tions, etc.)			
b.	Is there evidence that the teacher is willing to experiment with new ideas? (i.e. current research, new texts, methods, etc.)			
c.	Is there evidence of courteous rela- tionships with members of the staff?			
d.	Is there evidence of sharing with other teachers (i.e., materials, ideas, etc.)			
e.	Does the teacher's personal appearance give evidence that he/she is concerned with setting an example of neatness, and careful grooming?			
f.	Does the teacher have a professional attitude toward punctuality?			_
g.	Degree(s) currently held:			

h. Hours from an accredited university or college above degree(s) currently held:\_\_\_\_\_

# III. RESPONSIBILITIES TO THE STUDENT:

		Yes	Sometimes	No
a.	Evidences a sense of fairness to children and considers individual needs			
b.	Demonstrates warmth, enthusiasm and understanding toward children			
c.	Is prepared for daily classroom responsibilities	_		_
d.	Is able to maintain classroom control			
e.	Motivates students to accomplish assignments			

- - a. Number of days absent:
  - b. Comment necessary:

Administrator's Comment:

Signature of Administrator

Date

Signature of Teacher

Signature indicates teacher has examined this report.

Teacher's Comment:

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# ARTICLE XV

# Duration of Agreement

This contract will be in effect through August 31, 1990.

MONROE COUNTY EDUCATION ASSOCIATION By:

Uni-Serv Agent

Board President

Board Vice-President

By:

IDA BOARD OF EDUCATION

County President

Local President

Bargaining Committee

Bargaining Committee

Bargaining Committee

Bargaining Committee

Bargaining Committee

Bargaining Committee

Board Secretary

Trustee

Trustee

Trustee

Superintendent of Schools

Board Treasurer

Schedule A

# 1987-88 and 1988-89 SALARY SCHEDULES

		1987-88			1988-89	
Step	<u>B.A.</u>	<u>M.A.</u>	M.A.+15	<u>B.A.</u>	<u>M.A.</u>	M.A.+15
0	\$17,745	\$19,131	0	\$18,810	\$20,279	
1	18,778	19,999		19,905	21,199	
2	19,640	20,869		20,818	22,121	
3	20,844	22,260		22,095	23,596	
4	22,088	23,479		23,413	24,888	
5	23,130	24,696		24,518	26,178	
6	24,174	25,915	26,615	25,624	27,470	28,212
7	25,751	27,433	28,133	27,296	29,079	29,821
8	26,985	29,102	29,802	28,604	30,848	31,590
9	28,220	30,513	31,213	29,913	32,344	33,086
10	29,897	32,373	33,073	31,691	34,315	35,057

1989-90

Step	B.A.	<u>M.A.</u>	M.A.+15
0	19,939	21,496	
1	21,099	22,471	
2	22,067	23,448	
3	23,421	25,012	
4	24,818	26,381	
5	25,989	27,749	
6	27,161	29,118	29,905
7	28,934	30,824	31,610
8	30,320	32,699	33,485
9	31,708	34,285	35,071
10	33,592	36,374	37,160

- A. Thirty graduate semester hours, beyond the B.A. degree, may be substituted for the M.A. degree. The hours may be in the field of education, or in the major or minor areas in which the teacher obtained his/her Bachelor's degree, or any classes in a degree program in the field of education which has been approved by the teacher's graduate advisor. All of the above hours must be completed at an accredited college or university. Term hours shall be counted as 2/3 semester hours.
- B. In 1987-88 seven hundred dollars (\$700) will be added to the salary of the teacher at steps 6 through 10 of the M.A. degree lane if he/she has fifteen (15) graduate semester hours beyond the M.A. degree. The hours may be in the field of education, or in the major or minor areas in which the teacher obtained his/her Bachelor's degree, or any classes in a degree program in the field of education which has been approved by the teacher's graduate advisor. All of the above hours must be completed at an accredited college or university. Term hours shall be counted as 2/3 semester hours. In the 1988-89 and 1989-90 school years steps 6 through 10 will receive the six (6%) percent increase.
- C. The salary schedule also includes longevity pay for service in Ida Public Schools since 1946:

12 years service - \$300 above pay schedule

15 years service - \$400 above pay schedule

18 years service - \$500 above pay schedule

21 years service - \$600 above pay schedule

24 years service - \$700 above pay schedule

- 27 years service \$800 above pay schedule
- D. The district will contribute for each contractual teacher, effective September 6, 1977, the five (5) percent employee contribution to the Michigan Public School Employee's Retirement System.

# SCHEDULE A-1

# Coaching Salaries - based on B.S. or B.A. degree

# GIRLS ATHLETICS

Head Basketball																	•		.1	11%
Reserve Basketball.			•				•	•	•	•	•	•	•	•	•	•	•	•	•	9%
Volleyball	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	7%
Reserve Volleyball.	•	•	•	•	•	•	•	٠	•	•	•	•	•	٠	٠	٠	٠	٠	•	5%
Head Track																				
Assistant Track																				
Head Softball																				
Reserve Softball	•	•	•	•				•	٠	•	•	٠	•	•	•	•	•	•		2%

# BOYS ATHLETICS

Head Football															.11%
Assistant Varsity															
Second Assistant Varsity.				•		•	•		•	•	•	•	•	•	. 7%
Junior Varsity Football .															
Second J.V. Football			•	•	•	•	•	•	•	•	•		•	•	. 6%
Freshman Football		•			•	•	•	•	•	•	•	•	•	•	. 6%
Cross Country		•	•	•	•	•		•	•	•	•		•	•	. 6%
Golf	•	•	•		•		•	•	•	•	•	•		•	. 6%
Head Basketball															
Reserve Basketball															
Freshman Basketball		•	•		•			•	•	•	•		•		. 6%
Head Wrestling		•			•				•	•	•	•	•	•	.11%
Assistant Varsity	•	•	•		•		•	•	•	•	•		•		. 7%
Head Baseball			•	•	•		•	•	•	•	•		•	•	. 7%
Reserve Baseball															
Freshman Baseball	•	•	•	•	•	•	•	•	•	•	•		•		• 4%
Head Track	•		•		•	•	•	•	•	•	•		•	•	. 7%
Assistant Track	•	•	•	•	•	•		•	•	•		•	•	•	. 5%

# JR. HIGH ATHLETICS

7th Grade Girls Basketball.	•											•		•	5%
8th Grade Girls Basketball.															
Girls Volleyball															
(3) Girls/Boys Track Coaches															
(2) Boys Football Coaches .	•	•	•		•	•	•	•	•	•	•	•	•	•	4%
Boys 8th Grade Basketball .															
Boys 7th Grade Basketball .	•	•		•	•	•	•	•	•	•	•	•	•	•	5%
Boys 6th Grade Basketball .		•			•	•	•	•	•	•	•	•	•	•	3%
Boys Wrestling															

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

All above percentages will be based on the B.S. or B.A. degree schedule through the sixth step only. Those individuals above the sixth step will continue to receive the percent, but only to a maximum of \$100 increase per year. This grandfather clause includes the following people: Hammons, Pazdzior, Overholser, Shilliday and Whitehead.

All extracurricular assignments are non-tenure positions and no individual shall have an expectancy of employment in any extracurricular position from one year to the next. The Board of Education shall appoint teachers to extracurricular positions on an annual basis.

#### IDA PUBLIC SCHOOLS IDA, MICHIGAN

				1	987-8	8 CALENDAR					
onth	М	Т	W	Th	F	Month	М	Т	W	Th	F
ept.	[31] (7) 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	Feb.	1 8 15 22 29	2 9 16 23	3 10 17 24	4 11 18 25	5 12 19 26
ct.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	Mar.	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25
ov.	2 9 16 23 30	3 (10) 17 24	4 11 18 25	5 12 19 (26)	6 13 20 (27)	April	(4) 11 18 25	(5) 12 19 26	(6) 13 20 27	(7) 14 21 28	(1) (8) 15 22 29
ec.	7 14 21 (28)	1 8 15 22 (29)	2 9 16 23 (30)	3 10 17 (24) (31)	4 11 18 (25)	May	2 9 16 23 (30)	3 10 17 24 31	4 11 18 25	5* 12 19 26	6 13 20 27
an.	4 11 18 25	5 12 19 26	6 13 20 27	$     \frac{7}{14}     21     28 $	(1) $\frac{8}{15}$ 22 29	June Instructional Days			ī	2	

ovember 10 and 11 - Students will attend chool in the morning only. Parenteacher conferences are scheduled for :00-4:00 and 6:00-8:00. Elem. conferences n 10th; and M.S./H.S. on 11th. M.S./H.S. eachers do not have to be present on the fternoon of the 10th; Elem. teachers do ot have to be present on the afternoon of he 11th.

October November December January February March April May June

September

21

22

19

17

20

21

23

15

21

2

181

June 2 - Providing we are not required to make up days, those teachers who have turned in all records and have fulfilled all responsibilities may leave at noon on June 2. All other teachers shall remain until all required records are turned in and all responsibilities are completed.

<u>Make-Up Days</u> - Should we have to complete more instructional days, due to inclement weather, those days would begin on Friday, June 3, 1988.

Teacher Reporting Day (9 -12) Holidays/Vacation Parent-Teacher Conferences Half-day In Service Exam Days - Students attend morning sessions only.

> Note: 89 days in first semester; 92 days in second semester. Note: Seven (7) half days. \*Note: Open Houses from 7 to 8:30 on May 5

8-18-87

### IDA PUBLIC SCHOOLS

### 1988-89 and 1989-90 Calendars

Note: By February 25, 1988, the parties shall reach agreement on the 1988-89 and the 1989-90 Calendars and the Daily schedule. The Calendar discussion shall be limited to establishing the Opening Day and reviewing the Exam Schedule.

# Note: The 1987-88 Half-Day dismissal times are:

Dismissal Times

1.	November 10 & 11, 1987 - Parent-Teacher Conference Days	K; 1; 2 3; 4 5 - 12	-	11:45 a.m. 11:50 a.m. 11:59 a.m.
2.	January 14 & 15, 1988 - EXAM Days	3: 4	-	11:15 a.m. 11:20 a.m. 11:30 a.m.
3.	February 25, 1988 - In-Service Day	K; 1; 2 3; 4 5 - 12		11:45 a.m. 11:50 a.m. 11:59 a.m.
4.	June 1 & 2, 1988 - EXAM Days	K; 1; 2 3; 4 5 - 12		11:15 a.m. 11:20 a.m. 11:30 a.m.