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MASTER AGREEMENT
between the
BOARD OF EDUCATION
of the
IONIA PUBLIC SCHOOLS
and the
IONIA EDUCATION ASSOCIATION
1987-1990

Ionia Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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STATEMENT OF AGREEMENT

1. This Agreement is entered into this _____ day of _____, 19____, by _____ and between the Board of Education of the Ionia Public Schools, City and County of Ionia, Michigan, hereinafter called the "Board" and the Ionia Education Association, hereinafter called the "Association."
2. The Board and administration may frequently choose to involve faculty members in the planning and decision-making process.
3. WITNESSETH: Whereas the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all personnel who possess or will possess before employment, a provisional, continuing, or permanent Michigan teaching certificate. Such representation shall exclude administrative personnel and any other person engaged in the direct administration and supervision of professional personnel, and employees paid on a per diem or per hour basis, except as provided in Schedule B. Such representation shall also exclude all Consortium teachers employed by another district. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

Article II

BOARD OF EDUCATION RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States.
2. The Association recognizes that the Board is legally responsible for the operation of the entire school system and that the Board has the necessary authority to discharge all of its responsibilities, subject to laws above mentioned and the provisions of this Agreement.

3. In meeting such responsibilities the Board acts through its administrative staff and on its own behalf. Such responsibilities include, without being limited to, the establishment of educational policies; the construction, acquisition, and maintenance of school buildings, school equipment, and school property; the firing, transfer, assignment, supervision, discipline, promotion, and termination of teachers; and the establishment and revision of rules and regulations, or other policies, governing and pertaining to the work and professional conduct of its employees. The Board and administrative staff shall be free to exercise all of their managerial rights and authority to the extent permitted by law; provided, however, that no actions shall violate any of the terms of this Agreement, and no rules or regulations shall be adopted or revised, which violate the terms of this Agreement.
4. The Board recognizes that this Agreement sets forth limitations to the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE III

AGENCY SHOP

1. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the following paragraph. In the event that a teacher shall not pay this Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the following paragraph, the Board shall, at the written request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
2. Within ten (10) calendar days of non-compliance, the Association shall notify the teacher of such non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the recipient that a request for discharge shall be filed with the Board in the event such compliance is not affected. This termination shall take effect within thirty (30) calendar days of the request for discharge. No teacher will be discharged during the pendency of an appeal regarding the level of service fees charged by the Association.

3. The Association agrees to indemnify and save the Board, each individual Board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court or administrative agency costs that might arise out of, or by reason of action taken by the Board for the purpose of complying with Section 2 of this Article, provided that this compliance was demanded by the Association in writing, and that the Association provides the legal counsel.

ARTICLE IV

ASSOCIATION RIGHTS

1. At the request of any teacher, the Board shall make payroll deductions for the IEA, MEA, and NEA dues, or for the amount of money specified in Article III, Section 1. One-tenth (1/10) of such amount shall be deducted monthly, beginning in September, or the first full month of employment, and ending in June, or the last month of employment, of each school year.
2. An Association Committee selected by the Association in any manner it chooses shall be the sole contact between the Association and the Board, or its Representatives, for all matters concerning negotiation, the processing of grievances, or other discussions involving the interpretation and implementation of this Agreement, except as provided in Article XIX of this Agreement. The initial contact between the Association and the Board concerning all aforementioned matters shall be made through the Association President or the President's designee.
3. Names of the Association's Executive Committee and Association Representatives shall be given to the Superintendent in writing by October 1. Changes can be made at any time upon written notification from the Association to the Superintendent.
4. The Board agrees to furnish, in the form in which it is available in the records of the district, to the Association in response to reasonable written requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, as required by law. Costs of materials for duplication of such information and other reasonable costs shall be borne by the Association if documented and requested by the Superintendent.

ARTICLE V

TEACHER RIGHTS

1. Pursuant to Act 379 of the Public Acts of 1965 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, nor will it discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association, or collective professional negotiation with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
2. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, political activities, color, national origin, age, sex, or marital status.
3. Nothing contained herein shall be construed to restrict or deny to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
4. No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in compensation or advantage shall be subject to the Grievance Procedure contained elsewhere in this Agreement. All information forming the basis for disciplinary action will be made available to the teacher.
5. A teacher has the right to review his own personnel file. Confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. Such credentials and confidential references shall be placed in a sealed envelope and filed in the teacher's personnel file. An Association Representative of the teacher's choosing may accompany the teacher in such review, which shall be made in the presence of a person designated by the Superintendent.

6. If a reprimand or similar disciplinary action, which shall be made a matter of written record, is to be given by the Board or any agent or representative, the teacher shall be notified that such action is contemplated and advised that he may have present at the time of reprimand or disciplinary action an Association Representative of his choosing. Similarly, the Board or any agent or representative administering such reprimand or disciplinary action shall be entitled to have present a witness of its choosing. When a request for Association representation is made, no action shall be taken with respect to the teacher, until an Association Representative is present. Such representation must be made available within five (5) working days of the request.
7. No adversely critical material originating after original employment of the teacher will be placed in his personnel file, unless the teacher has had an opportunity to review the material. The teacher may submit written comments regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may utilize the Grievance Procedure contained elsewhere in this Agreement to modify or remove such adversely critical material.
8. If a teacher is asked to sign any material to be placed in his file, such signature shall be understood to indicate his awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE VI

ASSOCIATION AND TEACHER RESPONSIBILITIES

1. Evidence of freedom from TB must be submitted to the Board of Education on or before the 15th day of teaching after the school year begins or a teacher contract becomes effective.
2. All Association materials intended for distribution or display on any property under the management of the Board shall be identified as Association materials before display or distribution.
3. Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming year.
4. For the duration of this Agreement, the Association agrees that it will not, directly or indirectly, engage in or assist in any strike against the Ionia Public Schools, nor shall it assist any person who, by concerted action with others, and without lawful approval of his superior, willfully absents himself from his position, or abstains in whole or in part from the full, faithful, and proper performance of his duties, unless the Board commits an unfair labor practice.

ARTICLE VII

PROFESSIONAL COMPENSATION

1. The salaries of teachers covered by this Agreement shall be set forth in Schedule A, which is attached to and incorporated in this Agreement.
 2. Extra-duty assignments and other activities, which are recognized as calling for additional compensation, are set forth in Schedule B, which is attached to and incorporated in this Agreement. Teachers who accept appointment to these extra-duty assignments listed in Schedule B shall be paid according to Schedule B. Extra duty assignments do not carry tenure.
 3. Outside teaching experience shall be granted at full credit for full-time teaching experience only, to a maximum of nine (9) years credit on the salary schedule; further, only such teaching experience as has been gained in a school approved by a state or Federal Department of Education shall be counted. No credit for voluntary military service will be allowed on the salary schedule.
 4. a. Teachers who substitute during their preparation or planning periods shall have a choice of:
 - 1.) being credited with one (1) additional compensatory day for each five (5) accumulated hours of substituting; or
 - 2.) being compensated for each accumulated one hour period of substituting at an hourly rate of 1/1080th of the teacher's Schedule A salary, payable in the next pay check.
 - b. Compensatory days earned under this provision are not accumulative beyond the end of the school year. All compensatory days utilized under this provision must be taken prior to May 15th. Any partial or full days unused by May 15th, in addition to partial or full days earned after May 15th, shall be compensated at an hourly rate equal to 1/1080th of the teacher's Schedule A salary, payable by separate check by June 15th.
 - c. A compensatory day is used at the discretion of the teacher in whole-day lots, applied for at least two (2) work days prior to use; however, a compensatory day may not be taken immediately preceding or succeeding vacation or school holiday periods.
 - d. At the beginning of the year, each teacher must elect to be paid in money or to be credited with compensatory time. If a teacher wishes to institute a change, this must be done on or before the first working day of the month.
5. If a secondary school teacher accepts an assignment to an added class, he shall be compensated for such assignment at the rate of one-sixth (1/6) of his Schedule A salary.

6. The calendar for teachers covered by this Agreement shall be set forth in Schedule C, which is attached to and incorporated in this Agreement.
7. If a teacher is assigned to more than one (1) school building in any one (1) day, the Board shall reimburse the teacher at the rate of twenty and one-half cents (20.5¢) per mile, distance as determined by the Superintendent. Payment will be made bi-annually to the teacher within forty-five (45) days after a log of the miles driven has been approved. The same rate of pay for the use of a teacher's personal automobile shall prevail, if the teacher is required to furnish his own transportation to any conference or meeting previously approved for payment of mileage by the Superintendent.
8. On a yearly basis each teacher shall choose to receive his Schedule A salary in:
 - a. twenty-six (26) equal bi-weekly pay periods;
 - or
 - b. twenty-one (21) equal pays spaced bi-weekly during the school year.
9. If during the school year the regularly scheduled payday falls during a scheduled vacation period, teachers shall receive their paychecks on the last regularly scheduled school day prior to the start of the vacation period.
10. Teachers authorized to work additional days before or after the normal school year calendar will be compensated the rate of 1/190th of their Schedule A salary for each full day of work, or with prior administrator/teacher agreement, will receive compensatory time at the rate specified in Article VII, Section 4, for some portion of the compensation. This compensation will be for the performance of duties related to their professional certification and teaching assignment with the school system and not provided for specifically in the Schedule B list.

ARTICLE VIII

LEAVE DAYS

1. DEDUCTIBLE LEAVE DAYS

A newly employed teacher, after the first day of work, shall be entitled to six (6) Deductible Leave Days. After completing twenty (20) contractual days a newly employed teacher shall be granted an additional five (5) Deductible Leave Days. These eleven (11) Deductible Leave Days shall be credited yearly in advance to full-time teachers who are continuing their employment with the Ionia Public Schools. For all other teachers, Deductible Leave Days shall be granted on a pro rata basis. Deductible Leave Days for an individual

teacher may accumulate to a maximum of one hundred ninety (190). Deductible Leave Days may be used for Personal Illness, Disability, Maternity Conditions, and other purposes, as further defined in Subsection c. below.

a. Definitions

- 1.) PERSONAL ILLNESS is defined as personal illness of the teacher.
- 2.) DISABILITY is defined as a condition rendering the teacher unable to perform her/his contractual duties. Time loss under this provision shall not be compensated by the Board for disabilities incurred while engaged in criminal activities. In those situations which are legally compensable by another employer, the Board will pay the difference if any between that compensation and the teacher's regular salary for the length of leave time for which he/she is eligible under this Article.
- 3.) MATERNITY CONDITIONS will be subject to the same benefits and limitations as other disability or personal illness provisions.

b. Verifications

- 1.) Absences attributed to personal illness or disability in excess of five (5) consecutive working days may require a statement from a physician relative to the affliction he/she treated and the likely date of recommended return to work.
- 2.) In cases of prolonged illness or disability, the Board may direct a teacher to be examined by a medical doctor of the Board's choice to determine if the illness or disability is valid.

c. Additional uses: Deductible Leave Days may be used for the following reasons.

- 1.) PERSONAL LEAVE DAYS A teacher may use a maximum of two (2) Personal Leave Days per year. A Personal Leave Day may be used for any purpose at the discretion of the teacher, except on the day before or after any holiday and/or any day during the last three (3) weeks of school and/or any day not scheduled as a full day of student attendance. A teacher planning to use a Personal Leave Day shall notify her/his principal/supervisor at least two (2) days in advance except in cases of emergency.
- 2.) DEATH IN THE FAMILY Death in the family means the death of the parent, spouse, parent of spouse, brother, sister, child, grandparent, grandchild, or any dependent in the immediate household of the teacher.

- 3.) FAMILY ILLNESS Family illness means the illness of the parent, spouse, child, or any dependent in the immediate household of the teacher.
- 4.) FUNERAL ATTENDANCE Providing arrangements are made with the Superintendent, a maximum of three (3) Deductible Leave Days per death may be used by the teacher to attend the funeral of a person whose relationship to the teacher warrants attendance.

2. NONDEDUCTIBLE LEAVE DAYS

- a. JURY DUTY OR COURT APPEARANCE If a teacher is absent because of jury duty or any appearance in court which is connected with or arises out of her/his position as a teacher in this school district, he/she shall be granted Nondeductible Leave. Any compensation received for jury duty or court appearance shall be given over to the school district within five (5) days of receipt of such compensation by the teacher. Failure to give to the district such compensation shall be just cause for deducting from any salary due the teacher the pro rata portion of her/his contract salary for the time absent from her/his teaching duties.
- b. CONFERENCES AND WORKSHOPS A teacher who has been authorized under policies established by the Board or Superintendent to attend conferences or workshops shall be granted Nondeductible Leave.
- c. ASSOCIATION LEAVE DAYS
 - 1.) NEA/MEA MEETINGS Nondeductible Leave shall be granted to teachers designated by the Association President to attend NEA/MEA meetings. The total of such days granted to all teachers so designated shall not exceed eight (8) days per school year.
 - 2.) NEA/MEA COMMISSION OR BOARD MEETINGS As designated by the Association President, a teacher who is a member of any NEA/MEA Commission or Board shall be granted Nondeductible Leave upon advance notification to the Superintendent by the Association President. The total of such days granted to all teachers under this paragraph shall not exceed twelve (12) days per school year.
 - 3.) ASSOCIATION CONFERENCES Nondeductible Leave shall be granted to teachers designated by the Association President to attend conferences and training sessions planned by the NEA/MEA for the improvement of the education of students, upon advance notification to the Superintendent. The total of such days granted to all teachers under this paragraph shall not exceed thirty (30) days per school year.
 - 4.) If reductions in non-salaried budget categories are necessary, the day provisions of Article VIII, Section 2, Subsection c, Sub-subsections 1), 2), and 3) may be reduced

in the the same percentage as the total non-salaried budget categories are reduced from the previous year's expenditure level.

3. UNCOMPENSATED LEAVE

a. SHORT-TERM PERSONAL LEAVE Upon submitting a written request in advance to the Superintendent, any teacher may be granted an Uncompensated Leave of less than one (1) semester for the number of contractual days specified in the request. Reasons for the Uncompensated Leave shall be stated in the application to the Superintendent.

b. EXTENDED PERSONAL LEAVE

1.) Upon submitting a written request in advance to the Superintendent, any teacher may be granted an Uncompensated Leave of one (1) semester, but not to exceed two (2) semesters. Reasons for the Uncompensated Leave and the anticipated duration of the leave shall be stated in the application to the Superintendent. Under this provision, consideration will be given for Uncompensated Leave for the purpose of exploring an alternative career.

2.) At least thirty (30) calendar days prior to the expiration date of the Extended Personal Leave, the teacher must give written notice by certified mail of intent to return to her/his position. Failure to give such timely notice shall be deemed a voluntary resignation. A teacher providing such timely notice shall be returned to the same position or another position for which he/she is certified and qualified, subject to possible restrictions elsewhere in the Agreement.

3.) It is expressly understood that seniority shall not accrue and increment shall not be granted while on an Extended Personal Leave under this provision.

4. PROLONGED PERSONAL ILLNESS OR DISABILITY BANK

To afford the maximum protection against a prolonged illness or disability of a teacher, a Prolonged Personal Illness or Disability Bank, hereinafter called the "Sick Leave Bank," shall be maintained for all teachers represented by the Association. A Prolonged Illness or Disability is defined as one involving ten (10) or more consecutive work days. Each teacher covered by this Agreement shall participate as follows.

a. A newly employed teacher shall contribute one (1) Deductible Leave Day to the Sick Leave Bank from her/his first allowance of Deductible Leave Days.

- b. When the number of Deductible Leave Days in the Sick Leave Bank falls below one hundred (100), the Superintendent shall assess each teacher one (1) day of her/his accumulated Deductible Leave Days for the purpose of replenishing the Sick Leave Bank.
 - c. Use of Deductible Leave Days from the Sick Leave Bank for a prolonged illness or disability shall commence, following approval, when the teacher's accumulated Deductible Leave Days have dropped to five (5) days. To obtain Sick Leave Bank days, a written request must be submitted to the Superintendent.
 - d. A maximum of fifty (50) days may be granted from the Sick Leave Bank per written request, with a total not to exceed one hundred eighty (180) days per teacher for each illness or for each disability.
 - e. A Sick Leave Bank Appeal Board is hereby created, which consists of two (2) members chosen by the Association and two (2) designated by the Board, one of whom shall be the Superintendent, who shall serve as chairperson.
 - f. Sick Leave Bank days shall be granted upon written request of the teacher, unless denied by the Sick Leave Bank Appeal Board.
 - g. The Appeal Board shall meet upon request of the chairperson for the purpose of considering a denial of Deductible Leave Days from the Bank. A denial of a request for Deductible Leave Days from the Bank by the Appeal Board must be determined by a majority vote of members of the Appeal Board, but all decisions of the Appeal Board shall be final, and no grievance or other protest on account of such decisions shall be permitted during the term of this Agreement.
 - h. A teacher withdrawing Deductible Leave Days from the Bank shall not be required to replace these days, except through provisions of a. and b. above.
 - i. The Appeal Board may direct the applicant for a withdrawal of Deductible Leave Days from the Bank to be examined by a medical doctor of the Association President's choosing, to determine if the illness is valid. The cost of such examination will be paid by the teacher. If the illness is determined by the doctor to be valid, the Association will refund to the teacher the complete cost of the examination.
5. For each absence the teacher must indicate on a form provided by the principal/supervisor the type of leave taken.

ARTICLE IX

TEACHING HOURS

1. It is recognized that the responsibilities of a teacher may entail duties other than those performed in the school building during regular school hours. Essentially, however, the normal school day consists of no more than seven (7) hours per day, including lunch, and is divided into periods of:
 - a. Instruction, which usually includes:
 - 1.) The direct classroom instruction of pupils,
 - 2.) The supervision of student projects and programs during regular instruction time,
 - 3.) The supervision of students in their classrooms or elsewhere during the usual work day, when teachers are directly responsible for the safe conduct and behavior of such students. An exception to the supervision responsibilities would include provision for taking care of needs which arise unexpectedly and are of a crisis nature (illness, use of rest room, etc.), providing a reasonable effort is made to arrange for suitable alternative supervision.
 - b. Conference and Preparation Services, which usually include lesson planning; pupil, parent, and professional conferences; preparing tests; maintaining records; correcting papers and tests; and previewing instructional materials. Exception to the use of this time will require the approval of the building principal or Superintendent.
 - c. Meetings
 - 1.) Elementary Meetings The building principal and his staff shall determine one (1) day per week which may be used for meetings to consider problems related to the instructional program. These meetings shall last no longer than one (1) hour after student dismissal. Attendance at no more than one (1) meeting per week shall be required of any teacher.
 - 2.) Secondary Meetings The building principal and his staff shall determine one (1) day per week which may be used for meetings to consider problems related to the instructional program. These meetings shall last no longer than one (1) hour after student dismissal. Attendance at no more than one (1) meeting per week shall be required of any teacher.
 - 3.) Emergency Meetings Emergency meetings may be called by the building principal at any time subject to two (2) limitations: a.) must be of a crisis nature and b.) should not exceed twenty (20) minutes in length following school dismissal, unless unusual circumstances warrant.

- 4.) Evening Meeting Teachers may be required to attend one (1) event scheduled for up to three (3) hours in the evening in addition to the Parent-Teacher Conferences listed on Schedule C.

2. a. Elementary Classroom

Each elementary classroom teacher shall provide not more than five and one-half (5½) hours of instruction each day. Normally the time involved, while his pupils are scheduled to receive instruction from another teacher, will be used for conference and preparation purposes. An exception to this routine could be individual or small groups arranged by the teacher and principal.

The building administrator shall make a maximum effort to obtain substitute teachers for absent curriculum specialists, who teach a complete class. When such a substitute cannot be obtained, the classroom teacher shall be responsible for the supervision of his students.

Lunch time shall consist of at least a thirty (30) minute duty free period.

Elementary teachers shall be at their buildings of assignment twenty (20) minutes before the school day for students is scheduled to begin and shall remain ten (10) minutes after the school day for students ends. Teachers shall be in their classroom ten (10) minutes before the student schedule begins.

- b. Secondary Classroom

Secondary teachers shall provide not more than five (5) hours of instruction each day and shall have a conference and preparation period of one (1) hour.

Lunch time shall consist of at least a thirty (30) minute duty free period.

Secondary teachers shall be at their classrooms ten (10) minutes before the student schedule begins and shall remain in their building ten (10) minutes after the school day for students ends.

- c. The normal day for all other teachers shall be substantially the same as for a classroom teacher.

3. Teachers will not be required to come to school or remain at school whenever an official announcement is made that their school is to be closed to students for emergency reasons. The work week will be reduced whenever school is closed for emergency reasons.
4. In establishing or changing the beginning and the end of a Student Day for an extended period, the Superintendent and the Association President shall confer and attempt to reach mutual agreement before recommendations are made to the Board.

5. The Superintendent or his designee shall meet with all building administrators and all traveling teachers before the end of the school year for the purpose of establishing teaching schedules for traveling teachers in the coming year.
6. The Board and the Association agree that there is a need for teacher involvement in research, planning, meeting with parents, material gathering, consultation with various specialists, and other activities. The Board further agrees that many of these activities can only or better be carried on in home offices, libraries, universities, intermediate offices, and other locations off school premises. Accordingly, the Board agrees that teachers are responsible for their own schedules and that they will not be restricted to specific sites for scheduled professional assignments for more than thirty-five (35) hours per week, which shall include the previously described duty-free lunch period.

ARTICLE X

TEACHING ASSIGNMENTS

1. Between the last day when teachers are required to report and July 1, an assignment meeting shall be held to fill all vacancies remaining after May 15. All teachers still displaced by primary and/or secondary bumping may be relocated at this meeting. A teacher requesting a transfer may be assigned to a vacancy, providing no teacher is laid-off as a result. Written requests submitted to the Superintendent prior to the meeting shall be considered. Displaced teachers not attending the meeting may be administratively assigned. All assignments shall be made on the basis of certification and seniority, as specified in Article XII, Section 7 and Article XIII, Section 2, Subsection b. All teachers shall be notified of such an assignment meeting at least fifteen (15) days in advance.
2. Teachers will be advised as soon as is practicable of their assignments for the coming school year. It is expected that these assignments will be announced by July 1. If changes in assignments are necessitated beyond July 1, the administration will make a reasonable effort to notify the teacher.
3. Changes in teacher assignments shall be voluntary, unless major curriculum revisions or student enrollment requires such changes.
4. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, except temporarily and for good cause.

5. Any position of department chairman shall be defined as a teaching position, unless such appointment requires more than one-half (1/2) of the teacher's usual work day for duties related to the direct supervision of other teachers. Departments in the secondary schools may be created by the Superintendent, based upon recommendations from the building principals, and the duties of chairmen of these departments shall be as recommended by the building principals and approved by the Superintendent. However, under no circumstances shall a department chairman evaluate, observe, or supervise another teacher, unless such action is requested by the teacher. If a teacher accepts appointment to the position of department chairman, he shall be compensated according to Schedule B.

ARTICLE XI

TEACHING CONDITIONS

1. Non-teaching (clerical) duties not directly related to the teaching processes shall be kept to a minimum. Clerical help will be available in each building to assist teachers with instruction-related clerical tasks.
2. The Board shall endeavor to equalize all teaching loads and assignments at each elementary grade level in accordance with Board policy. During the first four (4) weeks of the school year, if student enrollment in grade level at any elementary building exceeds by twenty-one (21) an average of twenty-two (22), another section shall be created at that level in that building. If other enrollment problems occur, the administration, Association, and teachers involved shall meet to consider alternatives available. Alternatives may include creation of a new section, cross-age groupings, or combination classrooms. If combination classrooms are created, it shall be with a maximum of eighteen (18) students and with teacher and Association approval.
3. Aid Time
 - a. Any elementary teacher who accepts a class load of more than twenty-eight (28) students, or twenty-seven (27) students for grades K-2, shall be entitled, upon the teacher's request, to paraprofessional aid at the rate of one-half (1/2) clock hour per school day for every student over the above stated figures. Main-streamed students shall be considered as part of the class count, on a pro rata basis.
 - b. To supplement the aid time described above, the formula(e) expressed below shall be applied when applicable. Eligibility for aid time shall be calculated on a daily basis. Aid time shall be assigned on a pro rated basis.

- 1.) A teacher with (a) mainstreamed student(s) for one hundred and twenty (120) minutes per day, Full Time Equivalency (F.T.E.), shall receive, upon written request to the building principal, forty-five (45) minutes of aid time, if the total number of regular education students exceeds twenty-seven (27) students in grades K-2 or twenty-eight (28) students in grades 3-6. For each additional sixty (60) minutes F.T.E., the teacher shall receive thirty (30) minutes of additional aid time.
- 2.) A teacher with (a) mainstreamed student(s) for one hundred and twenty (120) minutes per day, Full Time Equivalency (F.T.E.), shall receive, upon written request to the building principal, thirty (30) minutes of aid time if the total number of regular education students is twenty-five through twenty-seven (25-27) students in grades K-2 or twenty-six through twenty-eight (26-28) students in grades 3-6. For each additional sixty (60) minutes F.T.E., the teacher shall receive fifteen (15) minutes of additional aid time.
4. a. In the secondary grades, no teacher shall be assigned more than four (4) preparations at any one time. A teaching preparation is defined as each course having a different text and/or title, or each course having the same title and using the same text but offered to classes of differing ability and/or achievement levels.
b. Upon written notification to the Association, teachers may, at their option, consent in writing to a schedule necessitating more than four (4) preparations. Refusal to consent shall in no wise enter into, in whole or in part, any evaluation of a teacher.
5. In the secondary grades, classes in which the use of machinery is a necessary part of instruction (e.g., shop classes) shall be limited to enrollments consistent with the number of teaching stations which can be safely created, as determined by the building principal.
6. Teachers shall be encouraged to serve on Curriculum Study Committees, whose function is to study, evaluate, and make recommendations to the Superintendent on all phases of curriculum, including inservice education. These committees consist of teachers, administrators, and in some instances, school board members. The Assistant Superintendent shall be responsible for the calling and scheduling of the regular meetings of all curriculum committees; but special meetings of these committees may be called by their chairman.
7. The Board shall provide reserved parking for teachers. Student cars shall be prohibited from these areas during the school day. The Board shall make an equitable financial settlement for damage, due to vandalism or theft, of teachers' locked vehicles and personal property contained therein while on school property, while conducting school business, unless such loss is reimbursed through other sources.

8. When a teacher notifies the principal or Superintendent in writing of a possible health or safety hazard, the administration shall endeavor to remedy the situation.
9. If there are any problems regarding special education students which cannot be resolved at the building level, the Superintendent or his designee shall be notified and shall meet with the affected parties to resolve the problems.

ARTICLE XII

VACANCIES AND TRANSFERS

1. A vacancy shall be deemed to exist when a teaching or administrative position, whether full-time, part-time, or extra-pay, shall be open due to the creation of a new position or to resignation, retirement, reassignment, termination, or death.
2. Vacancies which occur during the school year prior to May 15 may be filled without posting.
3. A vacancy for the next school year may be posted for a minimum of seven (7) calendar days and filled prior to the date of the actual vacancy.
4. Vacancies remaining after May 15, and prior to July 1, are to be posted and made available to teachers at an assignment meeting prior to July 1, as specified in Article X, Section 1.
5. Vacancies arising after the assignment meeting shall be posted. Teachers requesting notification of vacancies posted after the assignment meeting shall be so notified by the Board. Under ordinary circumstances no vacancy shall be filled until seven (7) calendar days after the notification.
6. Any teacher whose certification qualifies her/him for a vacancy may make written application for the position.
7. The Board agrees to consider the education and experience of each applicant, her/his seniority in this school district, and other relevant factors as described in Article XIII, Section 2, Subsection f, Sub-subsection 1). An applicant with less seniority in this school district shall not be appointed to fill a posted vacancy, unless her/his qualifications therefore shall be substantially superior to those of applicants with more seniority.
8. Beginning in the school year 1987-1988, transfer rights shall be limited to one (1) voluntary transfer in any four (4) year period. This section is not intended to limit any rights to bumping or transfer for displaced teachers as described in Article X, Section 1 and Article XIII, Section 2.
9. Transfers unrequested by teachers are to be minimized and avoided whenever possible.

ARTICLE XIII

LAYOFF AND RECALL

In order to promote an orderly reduction in personnel, the following procedure will be used.

1. The Board agrees to file written notice to the Association prior to affecting reductions in personnel. Individual teachers shall be notified in writing at least thirty (30) days prior to the effective date of layoff, except when a millage election will be held within that period, in which case fourteen (14) calendar days shall be the minimum.
2. Bumping, based on seniority, shall proceed as indicated below:
 - a. Probationary teachers shall be laid-off before tenure teachers. Among probationary teachers, those with the least seniority will be laid-off first. In either case, teachers must meet the criteria listed in Article XIII, Section 2, Subsection b in order to institute the bumping procedure.
 - b. If reduction is still necessary, each teacher in a position being eliminated shall have the right to transfer to any other teaching position for which he/she is certificated provided he/she has more seniority in this school district than the teacher in said position. This bumping shall be referred to as "primary bumping."
 - c. After those teachers whose specific positions have been eliminated have had an opportunity to transfer to positions according to Article XIII, Section 2, Subsection b, each displaced teacher shall have the right to transfer to any other teaching position for which he/she is certificated, provided he/she has more seniority in this school district than the teacher in said position. This bumping shall be referred to as "secondary bumping."
 - d. This procedure shall be followed until all teachers displaced by either primary or secondary bumping have been relocated as determined by their seniority and the number of available positions.
 - e. Both primary and secondary bumping may be accomplished at (a) meeting(s) arranged by the Board in order to minimize disruption, provided each involved teacher shall have received forty-eight (48) hours notice.
 - f. Exceptions:
 - 1.) An exception to the transfer rights cited in Article XIII, Section 2, Subsections a-e above could be compliance with accreditation criteria or situations wherein the Board may have serious doubts about a teacher's ability to perform satisfactorily in the position requested.

- 2.) A teacher may choose voluntary layoff in order to avoid receiving an undesired position if another teacher to be laid-off accepts the position in question.
3. Further, the Board will institute recall procedures, which, when implemented, will provide that teachers will be recalled in the reverse order of layoff, as a position for which they are certificated becomes available, subject to the same exceptions as outlined in Article XIII, Section 2, Subsection f.
4. A probationary teacher who is laid-off shall remain on the recall list for two (2) calendar years from the effective date of layoff.
5. Refusal of an offer from the Board or failure to respond, personally or through the Association, within fifteen (15) days of the certified mailing of an offer shall be considered a resignation and terminate that teacher's right to recall.
6. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address.
7. Recalled teachers shall be entitled to all leave benefits accrued prior to the layoff as provided in this Agreement.
8. Administrators shall be encouraged to utilize laid-off teachers as substitutes, where practicable.
9. Changes in a certification while on layoff shall not affect the teacher's status during the layoff period. It shall, however, be recognized during recall from layoff status. It is the teacher's responsibility to notify the Board of any changes in certification, licensure, or endorsement which may affect positions for which he is qualified.
10. For the purpose of implementing this Article, seniority shall be defined as the number of years of full-time or full-time equated teaching experience under a written contract in this school district. A teacher shall lose seniority rights if he is discharged, retires, or resigns from this school district.
11. The Association President and Chief Negotiator, by virtue of their positions, shall not be laid-off while any position for which they are certificated exists.
12. a. When more than one teacher has the same amount of seniority, the teachers will take part in a drawing to determine seniority list position. The Association and affected teachers will be notified in writing of the date, place, and time of the drawing, which will be openly conducted at a time and place which will reasonably allow affected teachers and Association Representatives to attend.

- b. After positions have been established according to Article XIII, Section 12, Subsection a, all persons new to a step shall go to the least senior positions at that step.
 - c. When two (2) or more people return to the same step, the procedure described in Article XIII, Section 12, Subsection a shall be used to determine their seniority positions.
13. By October 1 of each school year, the Board shall deliver to the Association a Seniority List of all teachers on the staff, including all areas of their respective certification.
 14. The April, 1981 revision of the Seniority List dated October, 1980 records the seniority status in the system as of October, 1980, and seniority will continue to proceed from that point in accordance with the provisions of this Article.
 15.
 - a. Only teachers in the bargaining unit as of September, 1977, have been granted seniority credit for any prior administrative experience in the Ionia Public School system.
 - b. Any teachers who become administrators shall, upon return to a teaching position, retain all of the rights and privileges, including seniority credit, that they had previously attained as Association members.
 16. A teacher shall retain seniority rights while on layoff, accumulated as of the effective date of layoff.
 17. Seniority shall not accrue during any unpaid leave of a semester or more in length.

ARTICLE XIV

TEACHER EVALUATION

1. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and his exercise of professional judgment.
2. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of the classroom observation reports prepared by their principals within three (3) working days of the observation and will have the right to discuss such reports with their evaluators.
3. Probationary teachers shall be evaluated in writing at least three (3) times a year, and the written report shall be distributed as described below before the following dates: November 1, February 1, and April 1. Distribution of the written evaluation reports shall be: original to the teacher's personnel file, a copy to the Superintendent, copy to the teacher, copy to the building principal, and a copy to the Association President, if the teacher requests in writing that the Association is to receive a copy.

4. Tenure teachers shall be evaluated in writing at least once every other year not later than May 15. The original shall be placed in the teacher's personnel file, a copy shall be given to the teacher, a copy may be retained by the building principal, and if requested in writing by the teacher, a copy will be furnished to the Association President.
5. A teacher serving more than one (1) building shall receive a preliminary evaluation by each principal in whose building he teaches, and an official summary evaluation, completed by an assigned evaluator, which shall be placed in the teacher's personnel file.
6. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof will be subject to the grievance procedure hereinafter set forth; provided, however, that nothing contained herein will deprive the Board of any rights granted under the Teacher Tenure Act. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the last classroom observation to be considered in the evaluation. A teacher may submit written comments concerning his evaluation, which shall be attached to the file copy of the evaluation.
7. Any complaints regarding a teacher made to the Board or an administrator, which will be considered in the evaluation of a teacher, will be promptly called to his attention.

ARTICLE XV

PROTECTION OF TEACHERS

1. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline in the classroom.
2. The teachers recognize that all disciplinary actions and methods involved by them shall be reasonable and just.
3. A teacher may temporarily exclude a pupil from a class, when the nature of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will, in writing, furnish the building principal or assistant principal full particulars of the incident, as promptly as his teaching obligations will allow, but in no case later than the end of the teacher's work day.

4. Any assault or threatened assault upon a teacher resulting from his position as a teacher shall be promptly reported to the building principal by the teacher or his representative. The Board shall provide legal counsel, if requested by the teacher, to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in handling the incident by law enforcement and judicial authorities, unless such counsel and assistance is provided through the Association.
5. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher, acting in the line of duty, against a student, the Board shall provide legal counsel and render all reasonable assistance to the teacher in his defense, unless such counsel and assistance is provided through the Association.
6. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher, unless he is adjudged guilty or at fault by a court of competent jurisdiction. When Worker's Compensation is paid, the Board shall pay the difference between that sum and the teacher's regular salary, but not to exceed the current year's contract. No deduction of Leave Time shall be made under these circumstances.
7. In case of an assault by a student or students on a teacher acting in the line of duty, or other action taken by or against a teacher in the line of duty, causing damage to the teacher's personal property, including clothing, the Board shall make an equitable financial settlement for such loss with the teacher involved, unless such loss is covered by insurance, or reimbursement is obtained by other sources. Reimbursement for any single loss shall not exceed \$250.

ARTICLE XVI

NEGOTIATION PROCEDURES

1. By June 1, prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, and terms and conditions of employment of teachers employed by the Board. Upon mutual agreement any Article may be opened for negotiations at any time.
2. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of a quorum of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XVII

INFORMAL CONFERENCES

1. The Superintendent and such other Board representatives as the Board or the Superintendent may designate will meet informally, upon request of either party to the other in writing, on such days and at such times as may be mutually agreed upon with Representatives of the Association for the purpose of discussing problems of mutual concern.
2. These informal discussions shall simply involve mutual exchange of suggestions and ideas and shall in no sense be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association to gain insights and better understandings between the parties and to promote closer cooperation in all relationships concerning this Agreement.

ARTICLE XVIII

INSURANCE

1. The Board shall provide, upon acceptance of written application by the insurance company, without cost to the teacher and her/his entire family, except as stated in Section 7 below, MESSA-PAK Plan A or MESSA-PAK Plan B as described below. The election of Plan A or Plan B is the option of the teacher. The Board shall sign an Employer participation agreement.

a. MESSA-PAK Plan A shall contain:

Health - Full family Super Med 2 with MESSA Care Rider
Dental - Delta Dental Auto + 100: 90/90/80 \$1,500
Life - \$10,000 MESSA Negotiated Term Life with AD & D
Vision - MESSA VSP 2

b. MESSA-PAK Plan B shall contain:

Dental - Delta Dental Auto + 100: 90/90/80 \$1,500
Life - \$10,000 MESSA Negotiated Term Life with AD & D
Vision - MESSA VSP 2
Other - \$89 per month for the school year 1987-1988
 \$95 per month for the school year 1988-1989
 \$98 per month for the school year 1989-1990
 which shall be applied on an individual basis to purchase
 any MEA, MESSA nontaxable option, or MEFSA Tax-deferred
 Annuity. Any amounts exceeding Board subsidy shall be
 payroll deducted.

2. The Dental and Vision Plans shall include internal and external coordination of benefits for all members of the bargaining unit and their eligible dependents.

3. With attainment of Medicare eligibility, Medicare part B premiums shall be paid on behalf of the teacher, spouse, and/or dependents when Medicare is elected in lieu of MESSA Super Med 2 protection, or, when the teacher and/or spouse is not affected by the Age Discrimination in Employment Act (DEA), or, when Medicare part B is elected while receiving Social Security disability benefits. Since Medicare must be paid directly by the insured person, the Board will reimburse the insured person on a quarterly basis upon receipt of proof of payment.
4. Benefits under this agreement shall be provided from September 1 to August 31 for eligible teachers completing their contractual year.
5. The insurance programs offered under this Article are specifically subject to the rules and regulations of the insurance companies.
6. The school district shall provide facilities for payroll deduction which meet the requirements of Section 403 B of the Internal Revenue Code of 1954, as amended, for such of its teachers as make application for the utilization of a tax-deferred annuity program (both fixed and variable). Included in the tax-deferred annuity program shall be waiver of premium and insurance protection of the contract, if requested by the individual teacher. Contacts with teachers by agents offering such services shall not be made on school time, and no use of faculty list or mailboxes shall be made available to such agents.
7. During the length of this Agreement, the Board's maximum liability for insurance premiums shall be:
 - a. MESSA-PAK Plan A
 - 1.) for the 1987-1988 school year \$255.90
 - 2.) for the 1988-1989 school year \$271.25
 - 3.) for the 1989-1990 school year \$287.52
 - b. MESSA-PAK Plan B
 - 1.) for the 1987-1988 school year \$150.85
 - 2.) for the 1988-1989 school year \$159.90
 - 3.) for the 1989-1990 school year \$169.50

ARTICLE XIX

GRIEVANCE PROCEDURE

1. A grievance is defined as a claim by a teacher, group of teachers, or the Association, based upon:
 - a. any event or condition which affects the conditions of employment or circumstances under which teachers function; or
 - b. any alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2.
 - a. Except as specified in Section 3, a grievance filed under this Article shall be filed within ninety (90) days of its alleged occurrence or within ninety (90) days of knowledge of the event upon which the grievance is based. The time limits within this Article may be extended by written mutual consent of the parties.
 - b. The term "day" shall be interpreted as meaning a calendar day.
3.
 - a. The discharge of a tenured teacher shall not be the basis of a grievance under this Agreement.
 - b. For any other matter for which the Michigan Teacher Tenure Act provides relief, the teacher may within thirty (30) days elect a remedy as provided either under the Act or the grievance procedure. It is expressly understood that the teacher may not elect both remedies.
4. Depending upon the level reached in processing the grievance, a "party of interest" shall be defined as the teacher or group of teachers, or the Association, on the one hand, and the Superintendent or his designated agent, or the Board, on the other.
5. The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, agreeable and equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept confidential.
6.
 - a. The appropriate building principal is designated as the administrative representative for Level One of this procedure.
 - b. The Superintendent is the administrative representative for Level Two, but he may designate his position at this Level to the Assistant Superintendent.
 - c. The Board will act in its own behalf at Level Three of this procedure. It may, at its discretion, designate three (3) of its members to fulfill its obligation at Level Three.
 - d. A grievance may be filed at Level Two, if it could affect personnel in more than one (1) school building.

7. a. LEVEL ONE: Any teacher or group of teachers, or the Association, may file a written grievance with the building principal. He shall meet with the grievant and/or representatives of the Association, if requested by the grievant, within five (5) days after receipt of the grievance. He shall reply in writing to the grievance within five (5) days after this meeting.
- b. LEVEL TWO: If the building principal's reply is not acceptable to the grievant, a written grievance may be filed with the Superintendent within ten (10) days after the principal's reply has been received. The Superintendent shall meet with the grievant and/or representatives of the Association within five (5) days after receipt of the grievance. The Superintendent shall reply in writing to the grievance within five (5) days after this meeting.
- c. LEVEL THREE: If the Superintendent's reply is not acceptable to the grievant, the Association President may file a written grievance within ten (10) days after the Superintendent's reply has been received. The Board or its representatives shall meet with representatives of the Association and the grievant within ten (10) days after receipt of the grievance by the Board. The Board's decision, or that of its representatives, shall be rendered to the Association in writing within ten (10) days after such meeting.
- d. LEVEL FOUR: If the decision of the Board is not acceptable to the grievant, the grievance may be submitted to an impartial Arbitrator selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. If such appeal is not made within fifteen (15) days after receipt of the Board's decision, the grievance shall be determined to be withdrawn.
 - 1.) The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2.) There shall be no appeal from an Arbitrator's decision, if it is within the scope of his authority, as set forth in Article XIX, Section 1 of this Article. It shall be binding upon the Association and the Board. The Association shall not finance directly any of its members in any appeal to court or labor board from a decision of an Arbitrator. Non-compliance with the Arbitrator's decision by either party within thirty (30) days shall be just cause for appeal to a court of competent jurisdiction.
 - 3.) The fees and expenses of arbitration shall be shared equally by the Board and the Association provided that the Association agrees to support the grievance. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- 4.) The Arbitrator cannot grant relief extending beyond the termination date of this Agreement.
8. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed under the terms of this Agreement.
9. Failure of a grievant or the Association to proceed from one (1) level of this procedure to another within the time limits set forth shall be deemed to be an acceptance of the reply or decision previously rendered. A grievance may be withdrawn by the grievant or the Association at any level without prejudice.
10. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final resolution of the grievance.
11. The Association is prohibited from processing a grievance in behalf of a teacher without his consent.
12. Any party of interest may be represented at any meeting or hearing and all steps and stages of the grievance procedure.
13. Forms for filing and processing a grievance shall be mutually agreed upon by the Board and the Association.
14. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE XX

SABBATICAL LEAVE

1. Teachers who have been continuously employed in, or on leave from, the Ionia Public Schools for ten (10) years or more may be granted upon request of the teacher and approval of the Board, a Sabbatical Leave for one (1) year to work toward an advanced degree related to teaching. During said Sabbatical Leave the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) of the Schedule A salary, with all fringe benefits to be continued during the year of Sabbatical Leave.
2. Upon return from Sabbatical Leave a teacher shall be restored to his former position, if available, or to a position of like nature and status, and shall be placed in the same position on the salary schedule as he would have been, had he taught the year he took his Leave.

3. The teacher must return to the school system and remain at least four (4) school years after such Sabbatical Leave. It is expressly agreed that the Board may require the teacher to enter into an agreement whereby the full salary and the full monetary value of all fringe benefits paid to the teacher during the Sabbatical Leave may be recovered, in the event the teacher fails to perform for such period of years, provided he is physically, mentally, and emotionally capable of doing so, in the opinion of a medical doctor of the Board's choosing.

ARTICLE XXI

LONGEVITY PAY

1. The expression "required number of years," as used in this Article, shall be understood to mean the number of years of full-time or full-time equated teaching or administrative experience in the Ionia Public Schools, plus a maximum of five (5) years teaching in other schools. Teachers now employed (1976-77) for one-half (1/2) of each day of a contract year are excluded and shall advance toward longevity eligibility by receiving a full year's credit for each year of teaching.
2. Any teacher who has previously completed the required number of years of teaching shall be allowed longevity pay benefits as described below:
 - a. After fifteen (15) years of teaching an amount equal to four percent (4%) of the contract base pay for the highest degree held by the teacher shall be added to his teaching salary.
 - b. After twenty (20) years of teaching an amount equal to six percent (6%) of the contract base pay for the highest degree held by the teacher shall be added to his teaching salary.
 - c. After twenty-five (25) years of teaching an amount equal to eight percent (8%) of the contract base pay for the highest degree held by the teacher shall be added to his teaching salary.
 - d. After thirty (30) years of teaching an amount equal to ten percent (10%) of the contract base pay for the highest degree held by the teacher shall be added to his teaching salary.
3. For the purpose of computing Longevity Pay, the Master Degree contract base pay shall be ten percent (10%) higher than the Baccalaureate Degree contract base pay.

ARTICLE XXII

PLACEMENT ON SALARY SCHEDULE

1. Placement on the salary schedule shall be determined upon the basis of the highest earned degree (Baccalaureate or Master) held by the teacher and the number of years of full-time or full-time equated teaching or administrative experience he has completed, except that full-time teachers now employed (1976-77) by this school district shall continue to progress in full steps on the salary schedule.
2. The Superintendent shall evaluate the value of part-time teaching experience upon information furnished by the teacher and validated as deemed necessary by the Superintendent.
3. No credit shall be allowed on the salary schedule for substitute teaching experience, unless it shall have been on a full-time basis for at least one (1) semester.
4. If a teacher meets the requirements for a degree no later than ten (10) days after the beginning of a school year, placement on the salary schedule shall be made on the basis of that degree. Completing the requirements for a degree after such time shall not cause a teacher's position on the salary schedule to be changed during any one (1) school year.
5. Advancement on the salary schedule shall occur only at the completion of a year of full-time or full-time equated teaching experience by an individual teacher, except that teachers now employed (1976-77) for one-half (1/2) of each day of a contract year are excluded and shall continue to receive a pro-rated salary on a yearly increment.
6. The salary of a part-time teacher shall be computed on the basis of the ratio between the clock hours employed and the regular full teaching day of an elementary or secondary teacher, as the case may be, as determined by the Superintendent and the Association President.
7. Fringe benefits for part-time teachers, including earned Leave Time and health and accident insurance, and other benefits as may be allowed by the Board, shall be pro-rated upon the same basis as is the teacher's salary. The teacher shall be privileged to pay the difference in cost between the full cost and pro rata cost of any such benefits.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

1. 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 or concluded during the term of this Agreement. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
2. Copies of this Agreement shall be furnished at the expense of the Board and be made available to all teachers now employed or hereafter employed by the Board.
3. 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 or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIV

CONSORTIUM

1. All Ionia teachers involved in the Ionia County Vocational Education Consortium and assigned to another district shall be considered employees of the Ionia Public Schools at all times, and, as such, shall be subject to the terms and conditions of this Agreement.
2. Any problems regarding employee rights, duties, or contractual variation or interpretation shall be the subject of an Informal Conference, as specified in Article XVII, the Informal Conference to be held within five (5) days of the request of either party.
3. Problems or disagreements unresolved after the Informal Conference may be subject to the Grievance Procedure, as specified in Article XIX. The ninety (90) day time period involved in the Grievance Procedure may be extended by mutual written consent.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of August 24, 1987, and shall remain in effect until one (1) day prior to the first day that teachers are to report for the 1990-1991 school year. Extensions of this Agreement shall be made only by mutual agreement of the Association and the Board.

DATE OF SIGNING:

BOARD OF EDUCATION

_____, 1987

President

Secretary

DATE OF SIGNING:

IONIA EDUCATION ASSOCIATION

_____, 1987

President

Chief Negotiator

SCHEDULE A

1987-1988 SALARY SCHEDULE

<u>INDEX</u>	<u>STEP</u>	<u>BACCALAUREATE</u>	<u>MASTER</u>	<u>SPECIALIST</u>
1.00	Base	\$18,219.00	\$20,041.00	\$21,043.00
1.05	1	19,130.00	21,043.00	22,095.00
1.10	2	20,041.00	22,045.00	23,147.00
1.15	3	20,952.00	23,047.00	24,199.00
1.20	4	21,863.00	24,049.00	25,252.00
1.25	5	22,774.00	25,051.00	26,304.00
1.30	6	23,685.00	26,053.00	27,356.00
1.35	7	24,596.00	27,055.00	28,408.00
1.40	8	25,507.00	28,057.00	29,460.00
1.46	9	26,600.00	29,260.00	30,723.00
1.52	10	27,693.00	30,462.00	31,985.00
1.58	11	28,786.00	31,665.00	33,248.00
<u>LONGEVITY</u>				
1.62	15 (4%)	29,515.00	32,466.00	34,090.00
1.64	20 (6%)	29,879.00	32,867.00	34,511.00
1.66	25 (8%)	30,244.00	33,268.00	34,931.00
1.68	30 (10%)	30,608.00	33,669.00	35,352.00

SCHEDULE A

1988-1989 SALARY SCHEDULE

<u>INDEX</u>	<u>STEP</u>	<u>BACCALAUREATE</u>	<u>MASTER</u>	<u>SPECIALIST</u>
1.00	Base	\$19,039.00	\$20,943.00	\$21,990.00
1.05	1	19,991.00	21,990.00	23,090.00
1.10	2	20,943.00	23,037.00	24,189.00
1.15	3	21,895.00	24,084.00	25,289.00
1.20	4	22,847.00	25,132.00	26,388.00
1.25	5	23,799.00	26,179.00	27,488.00
1.30	6	24,751.00	27,226.00	28,587.00
1.35	7	25,703.00	28,273.00	29,687.00
1.40	8	26,655.00	29,320.00	30,786.00
1.46	9	27,797.00	30,577.00	32,105.00
1.52	10	28,939.00	31,833.00	33,425.00
1.58	11	30,082.00	33,090.00	34,744.00
<u>LONGEVITY</u>				
1.62	15 (4%)	30,843.00	33,928.00	35,624.00
1.64	20 (6%)	31,224.00	34,347.00	36,064.00
1.66	25 (8%)	31,605.00	34,765.00	36,503.00
1.68	30 (10%)	31,986.00	35,184.00	36,943.00

SCHEDULE A

1989-1990 SALARY SCHEDULE

<u>INDEX</u>	<u>STEP</u>	<u>BACCALAUREATE</u>	<u>MASTER</u>	<u>SPECIALIST</u>
1.00	Base	\$20,181.00	\$22,200.00	\$23,310.00
1.05	1	21,190.00	23,310.00	24,476.00
1.10	2	22,199.00	24,420.00	25,641.00
1.15	3	23,208.00	25,530.00	26,807.00
1.20	4	24,217.00	26,640.00	27,972.00
1.25	5	25,226.00	27,750.00	29,138.00
1.30	6	26,235.00	28,860.00	30,303.00
1.35	7	27,244.00	29,970.00	31,469.00
1.40	8	28,253.00	31,080.00	32,634.00
1.46	9	29,464.00	32,412.00	34,033.00
1.52	10	30,675.00	33,744.00	35,431.00
1.58	11	31,886.00	35,076.00	36,830.00
	<u>LONGEVITY</u>			
1.62	15 (4%)	32,693.00	35,964.00	37,762.00
1.64	20 (6%)	33,097.00	36,408.00	38,228.00
1.66	25 (8%)	33,500.00	36,852.00	38,695.00
1.68	30 (10%)	33,904.00	37,296.00	39,161.00

SCHEDULE B

COMPENSATION FOR EXTRA DUTIES 1987-1988, 1988-1989, 1989-1990

1. Extra-pay percentages are computed on the Schedule A salaries, according to the index step representing the years of actual experience through eleven (11) years directing the listed activity.

Agriculture.....	49/38	Elementary Girls Sports.....	5%
Annual Director.....	8%	Football, Varsity.....	11%
Annual Assistant.....	4%	Football, Asst. Varsity.....	7%
Annual Director, Jr. High.....	4%	Football, Asst. Varsity.....	7%
Art Display, Sr. High.....	2%	Football, JV.....	7%
Art Display, Jr. High.....	2%	Football, Asst. JV.....	5%
Athletic Director.....	11%	Football, Freshman.....	5%
Asst. Athletic Director.....	6%	Football, Asst. Freshman.....	5%
Athletic Director, Jr. High.....	5%	Football, Jr. High, 8th. Grade....	4%
A-V Director.....	8%	Football, Jr. High, 8th. Grade....	4%
Band, Summer, Varsity.....	8%	Football, Jr. High, 7th. Grade....	4%
Band, Summer, JV.....	8%	Football, Jr. High, 7th. Grade....	4%
Band, Varsity.....	9%	Forensics.....	4%
Band, JV.....	6%	Golf, Boys.....	5%
Baseball, Varsity.....	8%	Golf, Girls.....	5%
Baseball, JV.....	5%	Gymnastics, Boys.....	7%
Baseball, Freshman.....	5%	Gymnastics, Girls.....	7%
Basketball, Varsity.....	11%	Gymnastics, Asst.....	5%
Basketball, JV.....	7%	Independent Study Supervision...0.5%	
Basketball, Freshman.....	5%	per student per semester	
Basketball, Freshman, B Team....	5%	Play Director, (ea. play).....	4%
Basketball, 8th Grade Boys.....	4%	Play Director, Art (ea. play).....	2%
Basketball, 7th Grade Boys.....	4%	Play Director, Costumes (ea. play)2%	
Basketball, Girls Varsity.....	11%	Play Director, Voc.Mus.(ea. play).2%	
Basketball, Girls JV.....	7%	Pom Pon, Senior High.....	3%
Basketball, Girls Freshman.....	5%	Safety Patrol, Elementary.....	2%
Basketball, Girls 8th Grade....	4%	Safety Patrol, Elementary.....	2%
Basketball, Girls 7th Grade....	4%	Safety Patrol, Elementary.....	2%
Cheerleading, Director H.S.....	8%	Safety Patrol, Elementary.....	2%
Cheerleading, Director Jr.High..	8%	Senior Class Advisor.....	4%
Cross County.....	5%	Senior Class Advisor.....	4%
Debate.....	4%	Softball, Varsity.....	8%
Dept. Chairpersons Sr. High (10)		Softball, JV.....	5%
Business Ed.....	4%	Spotlight Director.....	2%
English.....	4%	Student Council, High School.....	7%
Fine Arts.....	4%	Student Council, Jr. High.....	4%
Foreign Language.....	4%	Tennis, Boys Varsity.....	6%
Home Ec.....	4%	Tennis, Boys JV.....	4%
Industrial Arts.....	4%	Tennis, Girls.....	5%
Math.....	4%	Tennis, Jr. High Boys.....	3%
Physical Ed.....	4%	Tennis, Jr. High Girls.....	3%
Science.....	4%	Track, Boys Varsity.....	8%
Social Studies.....	4%	Track, Asst. Boys Varsity.....	5%
Dept. Chairpersons Jr. High (5)		Track, Jr. High Boys.....	4%
Literary Arts.....	4%	Track, Girls Varsity.....	8%
Math.....	4%	Track, Asst. Girls Varsity.....	5%
Practical Arts.....	4%	Track, Jr. High Girls.....	4%
Science.....	4%	Vocal Music.....	4%
Social Studies.....	4%	Volleyball.....	7%
Driver Education \$12.00-1st year		Volleyball, Asst.....	5%
12.50-2nd yr., 13.00-3rd year		Volleyball, Jr. High.....	4%
Elementary Boys Sports.....	5%	Wrestling, Varsity.....	11%
Elementary Boys Sports.....	5%	Wrestling, JV.....	7%
Elementary Girls Sports.....	5%	Wrestling, Jr. High.....	4%

Schedule B (cont.)

2. The effective date for Schedule B pay rate adjustments will be July 1, 1987 for the first year of the Agreement; July 1, 1988 for the second year; and July 1, 1989, for the ensuing Agreement.
3. Teachers may choose to receive their Schedule B pay in either of the following ways:
 - a. pro-rated with the Schedule A salary, commencing with the start of the activity, or
 - b. in equal payments by separate check, once at the mid-point and again at the conclusion of the assignment.

SCHEDULE C

1987-1988

		<u>Student Days</u>	<u>Teacher Days</u>
Aug. 24	Teacher Orientation/Work Day		
Aug. 25	First day: regular students		
Aug. 26	First day: Vo. Tech. students	5	6
Sept. 7	Labor Day	21	21
Oct. 15	Teacher Inservice	21	22
Nov. 12	Students attend in a.m. P/T Conferences: 1-4 and 6-9 p.m.		
Nov. 13	No School		
Nov. 26/27	Thanksgiving Vacation	17½	18½
Dec. 21 - Jan. 1	Winter Break	14	14
Jan. 4	School Resumes		
Jan. 18	Records Day: a.m. only No school for students	19	19½
Feb.		21	21
March 14 March	Teacher Inservice P/T Conferences: 2 evenings -- 6-9 p.m.*	18	20
March 28- April 1	Spring Break		
April 4	School Resumes	20	20
May 30	Memorial Day	21	21
June 3	Last day for students		
June 6	Records Day: a.m. only	3	3½
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		180½	186½

* Spring Parent/Teacher Conferences will be held on two evenings, not in the same week, dates to be determined by the teachers at each level: elementary, junior high, and high school. Traveling teacher schedules will be worked out by administration, not to exceed two evenings.

Snow days may be made up at the end of the school year at no additional cost to the Board. In the event that it is no longer legally required that snow days be made up, they will not be made up.

Future calendars during the life of this Agreement shall be negotiated prior to May 1 of the preceding school year, and the total teacher and student days shall be equal to those of the 1987-1988 calendar.