

**Master Agreement  
between the  
Ionia Public Schools'  
Board of Education  
and the  
Ionia Education Association**

**2014-2016**

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## **STATEMENT OF AGREEMENT**

1. This Agreement is entered into 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**

1. 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, an emergency, temporary, provisional, continuing, professional, or permanent Michigan teaching certificate or a preliminary employment authorization for school guidance counselor, temporary school counselor authorization or school guidance counselor license.
2. Expressly excluded from Association representation are administrative personnel; any other person engaged in the direct administration and supervision of professional personnel; part-time alternative education teachers; teachers in young adults and adult education; and employees paid on a per diem or per hour basis, except as provided in Schedule B.
3. 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.

The term "professional staff member" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined who are not subject to the Teachers' Tenure Act.

### **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; 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**

#### **ASSOCIATION RIGHTS**

1. 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 XVIII 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.
2. 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.
3. 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 IV

### TEACHER RIGHTS

1. Pursuant to Act 379 of the Public Acts of 1965 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 her/his membership in the Association, her/his participation in any lawful activities of the Association, or collective professional negotiation with the Board, or her/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 or ancestry, age, sex, marital status, or physical characteristics.
3. Nothing contained herein shall be construed to restrict or deny to any teacher rights he/she may have under the law. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
4. No professional staff member 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 shall be made available to the professional staff member. This provision shall not apply to first and second year probationary professional staff members or to any teacher or professional staff member in a Schedule B position.
5. A teacher has the right to review her/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 professional staff member shall be notified that such action is contemplated and advised that he/she may have present at the time of reprimand or disciplinary action an Association Representative of her/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 professional staff member, 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 professional staff member will be placed in her/his personnel file, unless the professional staff member has had an opportunity to review the material. If the professional staff member believes that material to be placed in her/his file is inappropriate or in error, he/she may utilize the Grievance Procedure contained elsewhere in this Agreement to modify or remove such adversely critical material.

All teachers shall have the right to the extent afforded by the Bullard-Plawecki "Right-to-Know Act" to attach a written rebuttal to material included within their personnel file.

8. If a teacher is asked to sign any material to be placed in her/his file, such signature shall be understood to indicate her/his awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the content of the material.

9. Grading

- a. The Board shall provide that each teacher may review a copy of the official transcript of each pupil the teacher taught to confirm whether a grade change has been made.
- b. The teacher, who has the first-hand knowledge of the student's abilities and achievements, will assign the student's grade(s). Unless the teacher responsible for issuing a disputed grade agrees to change the grade, the student or her/his representative may appeal to the Grade Change Review Panel.
- c. No one shall be permitted to change any grade given to a pupil by a teacher except by means of the following procedure.
  - 1.) Each school year, no later than October 1, the Association and the Board shall respectively designate their members of the Grade Change Review Panel, hereinafter called the "Panel," and inform each other of the members selected.
  - 2.) The Panel shall consist of three (3) members selected by the Association and three (3) administrative representatives appointed by the Superintendent.
  - 3.) Within ninety (90) days of the receipt of the disputed grade, the student and her/his representative(s), if any, may present to the Panel the reason(s) why the grade should be changed.
  - 4.) Upon receiving an appeal, the Panel will convene within ten (10) business days at a time mutually agreeable to the student and teacher.
  - 5.) The majority of the Panel, after evaluating the reasons for the requested grade change, and the teacher's explanation, if any, may approve or deny the

requested grade change. In the event that the Panel is unable to reach a majority decision, the teacher's original grade will be sustained. No grade initially assigned by a teacher shall be changed by the Panel unless a majority of the Panel finds that the grade was incorrect based upon the facts presented by the party requesting the change.

- 6.) The Panel's deliberations and balloting shall be kept confidential, to the extent permitted by law. Within five (5) business days, the Panel shall submit to the parties a written decision, with accompanying rationale, to change or sustain the disputed grade. The decision of the Panel shall be final.
  - 7.) All proceedings will comply with the requirements of the Family Education Rights and Privacy Act of 1974, with regard to the confidentiality of student records.
  - 8.) In the event a Panel member comes before the Panel as an involved teacher or parent, he/she shall be replaced by an alternate on the Panel during those proceedings in the instant case only.
  - 9.) In the event a grade change is approved by the Panel, the records of the student shall carry the notation that the grade was changed by Panel review.
10. Teachers who are employed with temporary authorizations in positions for which the teacher is not certified (e.g., emergency and temporary certificates, etc.) will not have any rights under this agreement where the teacher did not complete the requirements of the State of Michigan prior to the expiration date of the temporary authorization to qualify for renewal.
11. If the district secures a fully licensed replacement for a professional staff member who has been employed with temporary authorization:
- a. for one year or less, the professional staff member will be placed at the bottom of the Seniority List and will be allowed to exercise voluntary transfer rights subject to the limitations expressed in Article XI, Section 6. If there are no vacancies available, the professional staff member will be laid off.
  - b. for more than a year, the professional staff member will be allowed to exercise voluntary transfer rights subject to the limitations expressed in Article XI, Section 6. If there are no vacancies available, the professional staff member will be laid off.

## **ARTICLE V**

### **ASSOCIATION AND TEACHER RESPONSIBILITIES**

1. 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.

2. Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming year.

## ARTICLE VI

### 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. a. Teachers who substitute during their preparation or planning periods shall have a choice of:
  - 1.) being credited with a maximum of one (1) compensatory day for one full day of accumulated hours six (6) full class periods in grades 6-8 or six (6) full class periods in grades 9-12 shall equal one full comp day].
  - 2.) being compensated at a flat rate of \$ 35.00 (base to Step 9) or \$ 45.00 (Step 10 and above) for each full class period. (Approximately 60 minutes).

Teachers who substitute for a class of approximately 30 minutes in duration shall be compensated at a flat rate of \$18.00 (Base to Step 9) or \$22.00 (Step 10 and above).
- b. A compensatory day earned under this provision is not accumulative beyond the end of the school year. A compensatory day 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 a flat rate of \$ 35.00 (base to Step 9) or \$ 45.00 (Step 10 and above) for each full class period.
- c. A compensatory day is used at the discretion of the teacher only as a whole day 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.



4. Added Classes
  - a. If a teacher in grades 6 (if the rotation class schedules remain in place), 7 and 8 accepts an assignment to an added class, he/she shall be compensated for such an assignment at the rate of one sixth (1/6) of her/his Schedule A salary.
  - b. If a teacher in grades 9-12 accepts an assignment to one or more added classes, he/she shall be compensated for such (an) assignment(s) at the rate of one-sixth (1/6) of her/his Schedule A salary for each added class.
  - c. In the event alternate schedule(s) are in place at grades 7-12, the Superintendent and the Association President will determine the adjusted proration for an added class.
5. The calendar for teachers covered by this Agreement shall be set forth in Schedule C, which is attached to and incorporated in this Agreement.
6. 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 per mile rate established by the IRS, 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 her/his own transportation to any conference or meeting previously approved for payment of mileage by the Superintendent.
7. On a yearly basis each teacher shall choose to receive her/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.

Payroll will be distributed through either direct deposit or a debit card at the option of the teacher.
8. Teachers authorized to work additional days before or after the normal school year calendar will be compensated at the per diem rate on a pro rata basis based upon 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 VI, Section 3, 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.
9. K-12 teachers who volunteer to attend in-house Professional Staff Development activities after the regular working day will be paid at the Curriculum Writer's rate set forth in Schedule B. A session may exceed three (3) hours only by the length of a provided meal. The aforementioned rates will not be paid for professional development and inservice requirements established by the State of Michigan.

10. Notwithstanding any other provision of this Agreement, time spent by probationary and tenured staff in the following areas will not require additional compensation:
  - a. The time spent by probationary teachers with mentors or in the fulfillment of individualized development plans, nor
  - b. The time spent by probationary teachers in fulfilling professional development requirements.
11. Upon written application to the Superintendent, a teacher may be approved for graduate tuition reimbursement based on the following criteria:
  - a. The teacher must possess a Master's Degree.
  - b. The graduate course must pertain to the teacher's current teaching assignment.
  - c. Each teacher shall be limited to tuition reimbursement for a maximum of three (3) graduate credit hours per school year.
  - d. The Superintendent can reject an application for any reason and the Superintendent will determine the amount to be reimbursed.
  - e. The decisions of the Superintendent shall not be subject to the grievance procedure.
12. Any tenured teacher who is retiring under the provisions of the Michigan Public School Employees Retirement System will receive one thousand dollars (\$1,000) for submitting an early resignation provided:
  - a. the teacher submits a letter of resignation to the Superintendent's Office by March 1, and
  - b. the effective date on the letter of resignation is the end of the last teacher work day in the fiscal year.

## **ARTICLE VII**

### **LEAVE DAYS**

#### 1. **DEDUCTIBLE LEAVE DAYS**

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 or using more than eleven (11) leave days in a school year, 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 three (3) Personal Leave Days per year for any purpose at the discretion of the teacher. Exception to the limit of three personal leave days is when a teacher has built up more personal days in the process described elsewhere in this article.
  - a. 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 the day before or after any vacation day 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) business days in advance except in cases of emergency.
  - b. Whenever a teacher uses four (4) or fewer deductible leave days of any variety [not including reduction of (a) day(s) to replenish the sick leave bank] one of the succeeding years' leave days will be converted from a sick day to a personal day (thus the allotment will be 8 sick days and 3 personal days). Personal days can continue to be added in this manner up to a total of four (4) personal leave days. Accumulation of additional personal day(s) under this provision will expire at the end of the 2013-2014 school year, but the teachers shall retain the extra

personal day(s) earned under this provision until such time as the additional days are utilized.

- 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 impacts said teacher.
  - 5.) COURT APPEARANCES (ALSO SEE SECTION 2-A) Teachers who have used their personal business days may use deductible leave days for a court appearance in a civil action unrelated to their employment or to the Ionia Public Schools. Teachers who are subpoenaed and are not the defendant in a criminal action may also use deductible leave days for a court appearance.
- d. Deductible Leave Day Incentive
- If upon completion of each school year, the total number of deductible leave days used by all teachers is less than the number of teachers multiplied by nine (9), then a pool of money will be credited using the formula:  
reimbursement pool = \$35.00 x (number of teachers x 9 – deductible days used).
- 1.) The total number of deductible leave days remaining for each teacher from that school year's allotment will then be calculated (Maximum = 11)
  - 2.) The number of deductible leave days for each teacher calculated in (1) above will be added together.
  - 3.) The amount of money in the reimbursement pool described in (d) above will then be divided by the number of deductible leave days teachers have remaining (2). This will create a reimbursement pool multiplier.
  - 4.) The reimbursement pool multiplier computed in (3) will then be multiplied by each individual teacher's deductible leave days remaining from the school year's allocation (as calculated in (1)).
  - 5.) The amount in (4) will be reimbursed to individual teachers by July 31<sup>st</sup>.
- This deductible leave day incentive will be piloted for the duration of this contract.

## 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 the Association President or designees to attend NEA/MEA meetings. The total of such days granted to all teachers so designated shall not exceed thirteen (13) days per school year. At least two (2) business days notice must be made in writing to the Superintendent. The Association shall reimburse the District for the cost of the substitutes after six Association leave days have been used under this provision.
  - 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. At least two (2) business days notice must be made in writing to the Superintendent. The Association shall reimburse the District for the cost of the substitutes after six Association leave days have been used under this provision.

## 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 ninety (90) work days 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 ninety (90) to one hundred eighty (180) work days. 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 and to pursue graduate level education program credits.

- 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 professional staff member providing such timely notice shall be returned to the same position or another professional staff member position for which he/she is qualified, subject to possible restrictions elsewhere in the Agreement.

A teacher providing such timely notice shall be returned to a position in the bargaining unit.

- 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 zero (0) days. To obtain Sick Leave Bank days, a written request must be submitted to the Superintendent. (See the attached Application for IEA Sick Leave Bank Days Form.)
- 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 within any three (3) consecutive school year period.
- 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 (See the attached Application for IEA Sick Leave Bank Days Form.) unless denied by the Sick Leave Bank Appeal Board.
- g. The Appeal Board shall meet upon request of any Appeal Board member for the purpose of considering a denial of Deductible Leave Days from the Sick Leave Bank.

- 1.) Any denial of days shall be based upon medical or other appropriate professional information. The Appeal Board may direct an applicant to seek a second opinion. It shall require two (2) votes of the Appeal Board to direct the teacher to obtain a second or third opinion. Only in the instance where the applicant's doctor's opinion differs from the second opinion will a third opinion be directed. Where a third opinion is directed, the third opinion will be the determining opinion. The Appeal Board will confer as necessary and determine the source for obtaining the second and/or third opinions.
- 2.) The cost of the second and/or third opinion exams not covered by the teacher's insurance will be the responsibility of the teacher, unless the second or third opinion concurs with the teacher's original doctor's opinion. In that case, the Board will reimburse the teacher for any out-of-pocket cost for the second or third opinion.
- 3.) If a second or third opinion is required, Sick Leave Bank days will not be granted until a final determination can be reached. If approved, payments will be made retroactive.

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 be required to replace these days, in addition to the provisions of Article VII, Section 4, Subsections a. and b. above. The withdrawn days will be repaid at a rate of three (3) per year from the teacher's first allowance of the following school years until all days have been repaid.
5. For each personal leave or conference day the teacher must seek approval on a form provided by the principal/supervisor.

## **ARTICLE VIII**

### **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. During the teacher work day, he/she shall remain in the building(s) to which he/she is assigned unless permission is given by the building principal to leave. Essentially, however, the normal school day consists of no more than seven (7) hours and five (5) minutes 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 may include lesson planning; pupil, parent, and professional conferences; preparing tests; maintaining records; correcting papers and tests; previewing instructional materials; mentoring; and curriculum writing. Exception to the use of this time will require the approval of the building principal or Superintendent.

c. Meetings

- 1.) By September 15, the building principal and her/his staff shall determine the normal meeting time and day which may be used for meetings to consider issues related to the instructional program. A change of the normal meeting time and day, if mutually agreed upon by the principal and staff, will require an advanced notice of four (4) working days. These meetings shall last no longer than a total of thirty-seven (37) hours per school year for grades 6 through 12 and no longer than a total of thirty-one (31) hours per school year for grades K through 5. The building principal and the staff shall decide to meet before or after the normal student day.
- 2.) 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 preceding school or following school dismissal, unless unusual circumstances warrant.



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

## 2. Classrooms

### a. Grades K-5

- 1.) Each elementary classroom teacher shall provide not more than six hours and 25 minutes of instruction each day. The time involved, while her/his pupils are scheduled to receive instruction or supervision from another teacher, will be used for conference and preparation purposes. For the 2011-2014 school years, each elementary teacher shall have at least two and one-half (2 ½) hours of preparation time per week.
- 2.) The administration 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 these students and shall qualify for the compensation described in Article VI, Section 3.
- 3.) Should a reduction in personnel result in the elimination of the position of one or more curriculum specialists (teachers of elementary art, physical education, and/or vocal music), no K-5 classroom teacher who, as a result of this reduction, has lost conference and preparation time formerly provided by a curriculum specialist, as specified in subsections 1.) and 2.) above, shall be eligible for this compensation. Under such circumstances, the K-5 classroom teacher will not be considered as substituting for a laid-off teacher. Nothing stated herein shall in any way increase the teaching hours stipulated within this Article.
- 4.) Lunch time shall consist of at least a thirty (30) minute duty-free period.
- 5.) Elementary teachers shall be at their buildings of assignment five (5) minutes before the school day for students is scheduled to begin and shall remain five (5) minutes after the school day for students ends. Teachers shall be in their classrooms five (5) minutes before the student schedule begins.

### b. Grade 6

- 1.) Teachers shall provide not more than five hours and 25 minutes of instruction each day and shall have a conference and preparation period equivalent to that of the seventh and eighth grade teachers with a six hours and 55 minutes continuous clock hour day including lunch.
- 2.) Lunch time shall consist of at least a thirty (30) minute duty-free period.

- 3.) Teachers shall be at their classrooms five (5) minutes before the student schedule begins and shall remain in their building five (5) minutes after the school day for students ends.
  - 4.) In the event that a reduction in personnel results in the elimination of the position of the "exploratory" teacher, the sixth grade teachers' day will be the same as the K-5 teachers' day described in Article VIII, Section 2.a.
- c. Grades 7 & 8
- 1.) Teachers in grades 7 and 8 shall provide no more than five (5) class periods of instruction each day and shall have a conference and preparation period the length of one (1) class period within a six hours and 55 minutes continuous clock hour day including lunch. Teachers who choose to teach six (6) periods per day shall be compensated as specified in Article VI, Section 4.
  - 2.) Lunch time shall consist of at least a thirty (30) minute duty-free period.
  - 3.) Teachers shall be at their classrooms five (5) minutes before the student schedule begins and shall remain in their building five (5) minutes after the school day for students ends.
- d. Grades 9-12
- 1.) Teachers in grades 9-12 shall provide not more than five hours and 25 minutes of instruction each day and shall have a conference and preparation period of one (1) class period within a six hour and 55 minutes continuous clock hour day including lunch.
  - 2.) Lunch time shall consist of at least a thirty (30) minute duty-free period.
  - 3.) Teachers shall be at their classrooms five (5) minutes before the student schedule begins and shall remain in their building five (5) minutes after the school day for students ends.
- e. 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 her/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 and twenty-five (25) minutes per week, which shall include the previously described duty-free lunch period.
7. If the State of Michigan changes or modifies the requirement of instructional hours, the Superintendent and Association President shall determine the number of instructional hour(s) to be added at each level to assure compliance.

## **ARTICLE IX**

### **DEPARTMENT CHAIRS**

Any position of department chairperson 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 chairpersons of these departments shall be as recommended by the building principals and approved by the Superintendent. However, under no circumstances shall a department chairperson evaluate, observe, or supervise another teacher, unless such action is requested by the teacher. If a teacher accepts appointment to the position of department chairperson, he/she shall be compensated according to Schedule B.

## **ARTICLE X**

### **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 a building. During the first four (4) weeks of the school year, if student enrollment in grade level at any single or double section 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. Handicapped Students

- a. No teacher shall be required to instruct, assist, or consult with a handicapped student in an educational setting which is in violation of any requirements or regulations as set forth in the current Special Education Code, PA 451 of 1976, Revised Rules and Regulations 1987.
- b. At the request of any involved teacher, there shall be a face to face conference between that teacher and the special education teacher in order to supply the
- c. Should a classroom teacher feel that the integration of a student is inappropriate, the program supervisor and the building principals shall consult with the teacher and the special education teacher.
- d. Any involved teacher who feels that a student's IEPC Plan is inappropriate has the right to call for an additional IEPC meeting for the purpose of changing the plan.
- e. All meetings held relative to Article X, Section 3. b.- d. above shall be scheduled during the normal teaching day whenever possible. If the meeting is outside of the teacher work day, there will be no additional compensation.
- f. No regular education teachers, including teachers of art, music, and physical education, will be required to administer prescription drugs or to perform procedures such as suctioning, catheterization, or the like.
- g. No teacher will be directly or indirectly discriminated or retaliated against by the Board or any agent or representative thereof, due in any way to the teacher having:
  - 1.) filed a complaint under Part 8 of the Michigan Special Education Rules or with the Office of Civil Rights (OCR), U.S. Department of Education; or
  - 2.) asserted her/his rights or those of a handicapped/non-handicapped student as provided for in this Article or by law.

### 4. 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. Mainstreamed 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.

5. Preparations

- 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 nowise enter into, in whole or in part, any evaluation of a teacher.

6. Class size

The Board, Administration, and Teachers recognize that class size and pupil-teacher ratios are important considerations for instruction and maintenance of an optimal learning environment for children.

- a. Grades 7-8: If one class section of the same course, during the same class period, is scheduled to exceed another section by more than four (4) students on the first day of the school year, the Administration shall equalize the sections, so long as the building principal determines that the transfer is in the best interest of the transferring student(s), and will not adversely affect other sections, courses, schedules, students, or teachers.
- b. Grades 9-12: If one class section of the same course, during the same class period, is scheduled to exceed another section by more than four (4) students on the first day of the course, the Administration shall equalize the sections, so long as the building principal determines that the transfer is in the best interest of the transferring student(s), and will not adversely affect other sections, courses, schedules, students, or teachers.

7. In the secondary grades, classes in which the use of machinery and equipment is a necessary part of instruction (e.g., shop classes, science classes, computer/technology-based classes) shall be limited to enrollments consistent with the number of teaching stations which can be safely and reasonably created, as determined by the building principal, after input from the teacher(s) involved. The decision shall be revisited if a teacher identifies a change in machinery and/or equipment.
8. 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 Associate 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 chairpersons.
9. 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.
10. 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.
11. If there are any problems regarding special education students which cannot be resolved at the building level, the Superintendent or her/his designee shall be notified and shall meet with the affected parties to resolve the problems.

## **ARTICLE XI**

### **PROFESSIONAL STAFF MEMBER POSITION VACANCIES, AND TRANSFERS**

1. A professional staff member position vacancy shall be deemed to exist when a professional staff member position, whether full-time or part-time, shall be open due to the creation of a new position or to resignation, retirement, reassignment, termination, or death.

2. Internal Posting

Teachers will be notified of new professional staff member vacancies by:

- a. E-mail to their school e-mail address.
- b. Posting of the vacancy on the district web page.

Teachers will have until 3:00 p.m. on the fifth business day after the e-mail notice and posting on the web page to respond in writing or by e-mail to the Union President and Associate Superintendent of their interest in the vacancy.

3. The Board agrees to consider the education and experience of a professional staff member requesting a transfer, her/his seniority in this school district. An applicant with less seniority in this school district shall not be appointed to fill a vacancy, unless her/his qualifications therefore shall be substantially superior to those of teachers with more seniority.
4. Voluntary transfer rights are limited to one voluntary transfer in any four year period except when a professional staff member is displaced from the position into which he/she voluntarily transferred within the four year period. In such instance, the professional staff member's voluntary rights will be regained (unfrozen). Frozen professional staff members are eligible to apply for newly created positions. This section is not intended to limit any rights to bumping or transfer for displaced professional staff members as described in Article XII, Section 2.
5. Transfers to counseling positions unrequested by teachers are to be minimized and avoided whenever possible.
6. All newly-hired professional staff members shall be restricted from transferring into another position until they have taught in the Ionia Public Schools for five (5) full years. Exception to this provision shall be when said professional staff member is displaced from the position into which they were originally hired, in which case they would become unfrozen.
7. The Association President shall be notified of all vacancies.

## **ARTICLE XII**

### **LAYOFF AND RECALL PROCEDURES FOR PROFESSIONAL STAFF MEMBER POSITIONS AND SENIORITY OF BARGAINING UNIT MEMBERS**

In order to promote an orderly reduction in professional staff member 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 professional staff members 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. When a professional staff member position is being eliminated, the least senioered professional staff member will be laid off provided the remaining professional staff members are qualified to do the remaining work.

3. Further, the Board will institute recall procedures to professional staff member vacancies, which, when implemented, will provide that professional staff members are qualified and will be recalled in the reverse order of layoff.
4. A probationary professional staff member who is laid-off shall remain on the recall list for two (2) calendar years from the effective date of layoff. A professional staff member who has completed the four (4) year probationary period who is laid-off shall remain on the recall list for five (5) calendar years from the effective date of layoff.
5. Refusal to report when recalled by the Board or failure to respond, personally, within fifteen (15) days of the certified mailing shall be considered a resignation and terminate that professional staff member'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 professional staff member's last known address. It shall be the responsibility of each professional staff member to notify the Board of any change of address.
7. Recalled professional staff members 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 professional staff members as substitutes, where practicable.
9. Changes in a licensure while on layoff shall be recognized during recall from layoff status. It is the professional staff member's responsibility to notify the Board of any changes in licensure which may affect positions for which he/she is qualified.
10. SENIORITY
  - a. For the purpose of implementing this Article, seniority shall be defined as the number of years of full-time or full-time equated experience as a member of the Association.
  - b. A teacher shall lose seniority rights if he/she is discharged, retires, or resigns from this school district.
11. Seniority Drawing
  - a. Beginning with the 2002-2003 school year, when more than one teacher has the same amount of seniority, the ties will be broken by using the last four digits of the teachers' Social Security numbers with the highest number being placed first. Those teachers employed under the temporary authorization provisions (Article IV, Section 10) will be placed at the bottom of the list for that year.
  - b. After positions have been established according to Article XII, Section 11. 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 XII, Section 11 a. shall be used to determine their seniority positions.
12. 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.
13. 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.
14. A teacher shall retain seniority rights while on layoff, accumulated as of the effective date of layoff.
15. Seniority shall not accrue during any unpaid leave of a semester or more in length.

### **ARTICLE XIII**

#### **EVALUATION OF EMPLOYEES IN PROFESSIONAL STAFF MEMBER POSITIONS**

1. Professional staff member performance shall be evaluated in light of all evidence pertinent to the discharge of the professional staff member's professional responsibilities and her/his exercise of professional judgment.
2. All monitoring or observation of the work performance of a professional staff member will be conducted openly and with full knowledge of the professional staff member. Professional staff members will have the right to discuss such observation reports and evaluations with their evaluators.
3. First and second year probationary professional staff members and probationary professional staff members with an unsatisfactory rating in the previous year, shall be evaluated in writing at least two (2) times a year, and the written report shall be distributed as described below before the following dates: December 1 and April 1. Except as may be required above, third and fourth year probationary professional staff member shall be evaluated at least once per year with the written report distributed before April 1. Distribution of the written evaluation reports shall be: original to the professional staff member's personnel file, a copy to the Superintendent, a copy to the professional staff member, a copy to the building principal, and a copy to the Association President, if the professional staff member requests in writing that the Association is to receive a copy.

To the extent afforded by law, the above timelines and number of evaluations will be waived in the instance of probationary professional staff members who are absent due to a prolonged illness or disability or who were hired after October 1 of the current school year.

4. Professional staff members who have completed the probationary period shall be evaluated in writing at least once every three (3) years not later than May 15. The

original shall be placed in the professional staff member's personnel file, a copy shall be given to the professional staff member, a copy may be retained by the building principal, and if requested in writing by the professional staff member, a copy will be furnished to the Association President.

A professional staff member serving more than one (1) building shall receive a preliminary evaluation by each principal in whose building he/she provides professional staff member services, and an official summary evaluation, completed by an assigned evaluator, which shall be placed in the professional staff member's personnel file.

5. Any adverse evaluation of a professional staff member's performance asserted by the Board or any agent or representative thereof will be subject to the grievance procedure hereinafter set forth. All evaluations shall be reduced to writing and a copy given to the professional staff member within ten (10) working days of the last observation to be considered in the evaluation. A professional staff member may submit written comments concerning her/his evaluation, which shall be attached to the file copy of the evaluation.
6. Any complaints regarding a professional staff member made to the Board or an administrator, which will be considered in the evaluation of a professional staff member, will be promptly called to her/his attention.

## **ARTICLE XIV**

### **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 her/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 her/his position as a teacher shall be promptly reported to the building principal by the teacher or her/his representative. The Board shall provide legal counsel, if requested by the teacher, to advise the teacher of her/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 her/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/she 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 XV**

### **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 XVI**

### **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 XVII

### INSURANCE

1. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the insurance plan(s) listed below in the amount of Eighty Percent (80%) of the monthly cost of the medical benefit plan costs.

The plan(s) shall be:

PAK A - Choices II PAK, RX Saver with \$500/\$1000 Deductible per Quote Number 326941:

Health -	Choices II, Saver Rx, XVA2, \$500/\$1000 Deductible
Dental -	Delta Dental Auto + 100: 90/90/80 \$2,000 Adult Ortho
Life -	\$10,000 MESSA Negotiated Term Life with AD & D
Vision -	MESSA VSP-3 Plus - Platinum

The Board shall pay One Hundred Percent (100%) of the vision, dental, AD&D, and life insurance which is attributable to the PAK A quote.

2. The plan(s) chosen by the Association, and listed above, shall conform to all requirements of the PPACA, Public Act 152 of 2011 (PA 152), and the IRS Code; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board, after receiving input from the Association (which shall be given within Ten [10] days of a request by the District), is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any such adjustments shall be the minimum necessary to comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. The Association may grieve and arbitrate whether the District made the "minimum" adjustment necessary. This is an exception to the procedures in Article XVIII. The right to grieve and arbitrate the Board's adjustment under this subsection shall survive the expiration of the collective bargaining agreement.

3. Those eligible Employees choosing to forego PAK A, including health insurance, shall be eligible for PAK B benefits, as more fully delineated below. PAK B benefits shall be per quote number 326941:

Dental - Delta Dental Auto + 100: 90/90/80 \$2,000 Adult Ortho  
Life - \$10,000 MESSA Negotiated Term Life with AD & D  
Vision - MESSA VSP-3 Plus - Platinum

The Board shall pay One Hundred Percent (100%) of the vision, dental, AD&D, and life insurance which is attributable to the PAK B quote.

4. All deductibles shall be the responsibility of the individual Employee. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1<sup>st</sup> of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions.

5. Employees who have access to another Employee's Board funded insurance shall choose between insurance plans (if more than one option is available). One Employee will take Board funded insurance which covers both Employees (and their dependents if applicable), while the other Employee shall not be eligible for separate Board provided health insurance, but must take Cash-in-Lieu benefits (less applicable taxes) and PAK B insurance benefits per. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded PAK A insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.

6. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.

7. Employees who are eligible for Board paid insurance contributions may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes), and PAK B benefits. The cash-in-lieu payment shall be One Hundred Eighty Eight Dollars and Twenty Five Cents (\$188.25) per month.

The Employee may direct all or a portion of the above amount to a tax-sheltered annuity approved by the Board through a separate written voluntary and elective contribution, as allowed by law or regulation.

8. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

9. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein, by law or regulation, or if the Employee has completed their contractual year, at which time insurance shall be paid through August 31 of the year in which they terminate their employment, so long as the employee continues to pay their portion of the insurance coverage. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

10. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

11. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. Employees shall be given an opportunity to correct any mistakes. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

12. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

13. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1<sup>st</sup> work day following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District).

14. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

15. Dental and Vision plans shall include internal and external coordination of benefits for all teachers and their eligible dependents.

16. 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 the above health insurance plans, or when the teacher or spouse is not affected by the Age Discrimination in Employment Act, 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.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

1. A grievance is defined as a claim by a teacher, group of teachers, or the Association, based upon any alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2.
  - a. A grievance filed under this Article shall be filed within forty-five (45) days of its alleged occurrence or 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. Unless noted as a business day, the term "day" shall be interpreted as meaning a calendar day.
  - c. The following matters will be subject to the grievance procedure, but only up to the Superintendent's Level:
    - 1.) any matter involving the discipline or non-renewal of a probationary professional staff member in her/his first two (2) full years of employment at Ionia Public Schools.
    - 2.) any matter involving a probationary professional staff member evaluation in her/his first two full years of employment.
  - d. A grievance involving the non-renewal or removal of a teacher from a position covered by Schedule B will be subject up to a level just beyond the Superintendent's level. This consists of a hearing from a 5-person panel composed of the following: two (2) administrators, two (2) Association members and a 5<sup>th</sup> person agreed upon by both the Board and the Association.
3. 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 her/his designated agent, or the Board, on the other.

4. 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.
5.
  - 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/she may designate her/his position at this Level to the Associate Superintendent.
  - c. A grievance may be filed at Level Two, if it could affect personnel in more than one (1) school building.
6.
  - a. LEVEL ONE: Any teacher or group of teachers, or the Association, may file a written grievance with the building principal. She/He shall meet with the grievant and/or representatives of the Association, if requested by the grievant, within ten (10) business days after receipt of the grievance. She/He shall reply in writing to the grievance within ten (10) business 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 fifteen (15) business days after the principal's reply has been received. The Superintendent shall meet with the grievant and/or representatives of the Association within fifteen (15) business days after receipt of the grievance. The Superintendent shall reply in writing to the grievance within fifteen (15) business days after this meeting.
  - c. LEVEL THREE: If the decision of the Superintendent is not acceptable to the Executive Board of the Association, the Association President or designee may submit the grievance 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) business days after receipt of the Superintendent'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.) The arbitrator's decision shall be in keeping with, and may be addressed procedurally and substantively as enumerated within, the Michigan Uniformed Arbitration Act, Public Act 371 of 2012. 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 shall be just cause for appeal to a court of competent jurisdiction as allowed by Public Act 371 of 2012, as amended from time-to-time.



- 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.
7. 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 up to Level Two.
8. Failure of a grievant, the Association, or the Administration 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. Should the Association miss a deadline, the grievance is withdrawn. Should the Administration miss a deadline, the action that prompted the grievance is undone. A grievance may be withdrawn by the grievant or the Association at any level without prejudice.
9. 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.
10. The Association is prohibited from processing a grievance in behalf of a teacher without her/his consent.
11. Any party of interest may be represented at any meeting or hearing and all steps and stages of the grievance procedure.
12. Forms for filing and processing a grievance shall be mutually agreed upon by the Board and the Association.
13. If any professional staff member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she 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 her/him.

## **ARTICLE XIX**

### **SCHOOL IMPROVEMENT**

1. The Board and the Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of the continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

2. The conditions which follow shall govern teacher participation in any and all plans, programs, or projects included in the terms: school improvement, site-based decision-making, effective schools, or other similar descriptions.
  - a. Participation (beyond the required contractual hours described in Article VIII and Schedule C) by the teacher is voluntary.
  - b. Neither participation nor nonparticipation shall be used as a criterion for evaluation, discipline, or discharge.
  - c. Participation in school improvement planning shall not require additional compensation.
3. Any elements of any school improvement plan which deviate from the current Agreement shall be subject to the negotiation procedure specified in Article XV unless prohibited by law.

## **ARTICLE XX**

### **SUBSTANCE ABUSE**

1. The Board and the Association declare their mutual interest in maintaining a work environment free of substance abuse and its effects. The parties agree that selling, possessing, consuming, transferring, purchasing, or being under the influence of either alcohol or illegal drugs on school property or while performing work on behalf of the district, regardless of location, is strictly prohibited.
2. The Association and the Board jointly recognize that the abuse of alcohol and/or illegal drugs is a treatable illness. Teachers who are so diagnosed and are actively receiving treatment from a licensed treatment facility shall receive the same consideration and benefits, extended to teachers with other types of illness.
3. The building principal shall promptly report all actual or alleged instances of alcohol and/or drug abuse to the teacher. The principal may discuss this with the teacher in an interview at which the teacher may have Association representation.
4. The Board shall not engage in the testing of teachers in order to determine if they are working under the influence of alcohol or illegal drugs, unless an administrator has reason to suspect a teacher is under the influence of alcohol or illegal substances. That administrator may require the teacher at District expense to submit to testing.

## **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 in the Association or administrative experience in the Ionia Public Schools, plus a maximum of five (5) years teaching in other schools. The experience credit for outside experience will only apply to those granted the credit prior to September 1, 2002.
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 six percent (6%) of the contract base pay for the highest degree held by the teacher shall be added to her/his teaching salary.
  - b. After twenty (20) 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 her/his teaching salary.
  - c. After twenty-five (25) 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 her/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 her/his teaching salary. In addition, all teachers on step thirty (30) will receive a stipend of \$200.00.

## **ARTICLE XXII**

### **PLACEMENT ON SALARY SCHEDULE**

1. Placement on the salary schedule shall be determined upon the basis of the highest earned degree (Baccalaureate, Masters, or Specialist/Ph.D.) held by the teacher and the number of years of full-time or full-time-equated teaching or administrative experience he/she 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. If a teacher meets the requirements for a degree by the beginning of an academic period (i.e. semester), placement on the salary schedule for that academic period 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 until the following semester.

3. Previous Experience

- a. Outside teaching experience may be granted for credit on the salary schedule to a maximum of nine (9) Full Time Equivalency (F.T.E.) years provided the teaching years have been in a school approved by a state or federal Department of Education.
- b. No credit for voluntary military service will be allowed on the salary schedule.

4. No credit shall be allowed on the salary schedule for substitute teaching experience.

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. Part-time Teaching

- a. 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.
- b. The salary of a part-time teacher shall be computed on the basis of the ratio between the clock hours employed and the full teaching day of an elementary or secondary teacher, as the case may be, as determined by the Superintendent and the Association President.
- c. Fringe benefits for part-time teachers, including earned Leave Days and 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**  
**ALTERNATIVE EDUCATION**

1. The workday for Alternative Education teachers will be seven (7) hours and five (5) minutes, including lunch. Lunch time shall consist of at least a thirty (30) minute duty-free period.

The time involved while his/her pupils are scheduled to receive instruction from another teacher will be used for conference and preparation purposes.

2. The following provisions will not apply to the extent indicated to the Alternative Education program:

Article VI, Section 4 a and b	--	Added classes provisions
Article VIII, Section 2 c and d	--	Schedule issues for grades 7-12
Article X, Section 5	--	Preparations

## **ARTICLE XXIV**

### **KINDERSTART**

1. The workday for Kinderstart teachers will be seven (7) hours and five (5) minutes, including lunch. Lunch time shall consist of at least a thirty (30) minute duty-free period.

The time involved while her/his pupils are scheduled to receive instruction from another teacher will be used for conference and preparation purposes.

2. The following provisions will not apply to the extent indicated to the Kinderstart program.

Article VIII, Section 2, a.1.)--Conference and preparation for grades K-5

## **ARTICLE XXV**

### **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 available on the District's website within five (5) business days following ratification by the Parties and confirmation of the accuracy of the final draft by the Association. Twenty (20) bound hard copies will be provided to the Association president.
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.
4. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. This provision is intended to satisfy this requirement.

Any action taken by the Association challenging the action of an emergency manager shall not be subject to the grievance procedure but may be pursued in a court of competent jurisdiction. In conjunction with the inclusion of the language in this section,

it is understood the Association does not waive any right to file a law suit directed at any action initiated by an emergency manager.

5. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain

collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached; excepting any subject matter which was previously considered prohibited or illegal. If a subject that was considered prohibited or illegal at the time of the formation of this Agreement is later deemed mandatory by an unappealed final decision of an agency or court of competent jurisdiction, the Parties agree that they will meet and bargain over the formerly prohibited or illegal topic within 20 days of the final, unappealed, decision.

**ARTICLE XXVI**

**DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2016. Extensions of this Agreement shall be made only by mutual agreement of the Association and the Board. The Schedule C calendar will be subject to renegotiations for the 2015-2016 contract year.

**BOARD OF EDUCATION:**

**DATE OF SIGNING:**

Karen Balice Gregory 8-11, 2014  
President

Cathy Hoyle  
Secretary

**IONIA EDUCATION ASSOCIATION:**

**DATE OF SIGNING:**

Steven M. Cannon  
President

August 11, 2014

Amy Fuller  
Chief Negotiator

**SCHEDULE A**

**2014-2015 & 2015-2016  
SALARY SCHEDULE**

INDEX	STEP	SPECIALIST/ DOCTORATE		
		BACCALAUREATE	MASTERS	DOCTORATE
1.00	BASE	35,532.00	39,086.00	41,040.00
1.05	1	37,309.00	41,040.00	43,092.00
1.10	2	39,085.00	42,995.00	45,144.00
1.15	3	40,862.00	44,949.00	47,196.00
1.20	4	42,638.00	46,903.00	49,248.00
1.25	5	44,415.00	48,858.00	51,300.00
1.30	6	46,192.00	50,812.00	53,352.00
1.35	7	47,968.00	52,766.00	55,404.00
1.40	8	49,745.00	54,720.00	57,456.00
1.46	9	51,877.00	57,066.00	59,918.00
1.52	10	54,009.00	59,411.00	62,381.00
1.58	11	56,141.00	61,756.00	64,843.00
LONGEVITY				
1.64	15	58,272.00	64,101.00	67,306.00
1.66	20	58,983.00	64,883.00	68,126.00
1.68	25	59,694.00	65,664.00	68,947.00
1.68	30	59,694.00	65,664.00	68,947.00

For the 2014-2015 school year, employees eligible for a step increase shall receive a One and Three Quarters (1 ¾) step increase and all eligible employees shall receive a one-time Three Hundred Fifty Dollar (\$350.00) off-schedule signing bonus. Teachers must be employed during the full 2014-2015 school year to be eligible for the off-schedule signing bonus.



For the 2015-2016 school year, provided the audited General Fund June 30, 2015 fund balance is 10.00% or greater than the total general fund expenditures, employees eligible for a step increase shall receive a One (1) step increase.

**SCHEDULE B**

**COMPENSATION FOR EXTRA DUTIES**  
**2014-2015 & 2015-2016**

1. Schedule B positions are voluntary, with the exceptions denoted by double asterisks.
2. Schedule B vacancies will be posted for a minimum of seven (7) calendar days.
3. Extra-pay percentages shall be computed on the Schedule A salaries at the B.A. level, according to the index step representing the years of actual experience in the sport or activity or through eleven (11) years directing the listed activity. All new Schedule B positions that are funded start at BA Base.

The hourly and per diem rates will be adjusted by the same percentage as Schedule A.

4. The effective date for Schedule B pay rate adjustments will be July 1, except for Drivers Education, which, due to its activities being largely completed prior to July 1 each year, shall receive a yearly retroactive pay rate adjustment.
5. Teachers may choose to receive their Schedule B pay in any one of the following ways:
  - a. pro-rated with the Schedule A salary, commencing with the start of the activity,
  - b. in a lump sum in the last paycheck of the teacher contract year, or
  - c. in equal payments by separate check(s) as described below.
    - 1.) Summer Schedule B's - one check the 1st pay of August
    - 2.) Non-athletic Schedule B's - 2nd pay in January and 1st pay in June
    - 3.) Fall Athletics - 2nd pay in September and 1st pay in November
    - 4.) Winter Athletics - 2nd pay in January and 1st pay in March
    - 5.) Spring Athletics - 2nd pay in April and 1st pay in June.

Academic Director, M.S.....	4%
Activities Director, M.S.....	4%
** Annual Director, H.S.....	8%
** Annual Director, M.S.....	4%
** Art Display, H.S.....	2%
** Art Display, M.S.....	2%
Athletic Director, H.S.....	11%
Athletic Director, Asst. H.S.....	6%

**SCHEDULE B (Cont.)**

	Athletic Director, M.S.....	11%
**	Band, Summer, Varsity.....	8%
**	Band, Summer, M.S.....	8%
**	Band, Varsity.....	9%
**	Band, M.S.....	6%
	Baseball, Varsity.....	8%
	Baseball, J.V.....	5%
	Baseball, Freshman.....	5%
	Basketball, Varsity.....	13%
	Basketball, J.V.....	7%
	Basketball, Freshman.....	5%
	Basketball, Freshman, B Team.....	5%
	Basketball, 8th Grade Boys.....	4%
	Basketball, 7th Grade Boys.....	4%
	Basketball, Girls Varsity.....	13%
	Basketball, Girls J.V.....	7%
	Basketball, Girls Freshman.....	5%
	Basketball, Girls 8th Grade.....	4%
	Basketball, Girls 7th Grade.....	4%
	Blue Crew, H.S. (2 positions each).....	3%
	Cheerleading, H.S. (per season).....	6%
	Cheerleading, Asst. H.S (per season).....	4%
	Cheerleading, M.S.....	4%
	Cheerleading, Asst. M.S.....	2%
	Cross Country (if combined with boys and girls)	8%
	Cross Country, Boys Varsity.....	8%
	Cross Country, Girls Varsity.....	8%
	Cross Country, M.S.....	4%
	Cross Country, M.S. Asst.....	2%
	Curriculum Writers.....	\$86.94 /diem
**	Debate.....	4%
	Destination Imagination.....	3%
	Drivers Education.....	\$24.08/hr.
	Flagline, H.S.....	3%
	Football, Varsity.....	13%
	Football, Asst. Varsity.....	7%
	Football, J.V.....	7%
	Football, Asst. J.V.....	5%
	Football, Freshman.....	5%
	Football, Asst. Freshman.....	5%
**	Forensics.....	4%
	Golf, Boys.....	5%
	Golf, Girls.....	5%
	Independent Study Supervision	
	per student per semester.....	0.5%

**SCHEDULE B (Cont.)**

	Instructional Consultation Team Buddy	
	(initial year only).....	3%
	Junior Class Advisor.....	3%
	Lunch Room Supervision, H.S.....	\$21.62/hr
	MEAP Tutoring, H.S.....	\$24.08/hr
	National Honor Society.....	6%
**	Play Director, (ea. play).....	4%
**	Play Director, Vocal Music (ea. play).....	2%
	Pom Pon, H.S.....	3%
	Quiz Bowl or Academic Track, H.S.....	4%
***	Recess Supervision, Elementary.....	\$21.62/hr
	SADD.....	3%
	Safety Patrol, Elementary.....	2%
	Science Olympiad.....	3%
	Senior Class Advisor.....	4%
	Soccer, M.S.....	4%
	Soccer, Co-ed, J.V.....	4%
	Soccer, Varsity.....	6%
	Softball, Varsity.....	8%
	Softball, J.V.....	5%
	Student Council, H.S.....	7%
	Student Council, M.S.....	5%
	Swimming, Boys Varsity.....	6%
	Swimming, Asst. Boys Varsity.....	4%
	Swimming, Girls Varsity.....	6%
	Swimming, Asst. Girls Varsity.....	4%
	Boys Tennis (if combined varsity and JV)	6%
	Tennis, Boys Varsity.....	6%
	Tennis, Boys J.V.....	4%
	Girls Tennis (if combined varsity and JV)	6%
	Tennis, Girls Varsity.....	6%
	Tennis, Girls J.V.....	4%
	Track, Varsity.....	8%
	Track, Asst. Varsity.....	4.5%*
	Track, M.S.....	5%
	Track, Asst., M.S.....	4%
**	Vocal Music, H.S.....	4%
**	Vocal Music, M.S.....	4%
**	Vocal Music, Elementary (After School).....	4%
**	Vocal Music, Elementary (K-5 Christmas and Spring Evening Performances).....	3%
	Volleyball, Varsity.....	13%
	Volleyball, Asst Varsity.....	5%
	Volleyball, Freshman.....	5%
	Volleyball, M.S.....	4%
	Wrestling, Varsity.....	11%
	Wrestling, J.V.....	7%
	Wrestling, M.S.....	4%

## **SCHEDULE B (Cont.)**

- \* In the event that the Board decides to fund fewer than five (5) track positions, the alignment will return to: Track, Boys Varsity 8%; Track, Asst. Boys Varsity 5%; Track, Girls Varsity 8%; and Track, Asst. Girls Varsity 5%.
- \*\*\* This position will be funded to compensate up to two teachers (or equivalent, in the case the duty is shared) in each building for supervision of common recess period(s). These recesses will occur daily, barring poor weather, scheduled assemblies or emergencies that would cause cancellation. No more than one position per building, per common recess, will be funded in order to facilitate the preparation time described below.

Each upper elementary (grades 3-5) teacher will receive up to 30 minutes of daily preparation time when their students will have one scheduled common recess.

Each lower elementary (grades K-2) teacher will receive two (2) 15 minute blocks of daily preparation time, in both the morning and afternoon, when their students will have two scheduled common recesses.

For 2013-2014: Each lower elementary (grades K-2) teacher will receive two (2) 15 minute blocks or one (1) 30 minute block of daily preparation time, in both the morning and afternoon, when their students will have scheduled common recesses.

*Recess schedules will be set prior to the start of the school year, and may be modified from this format by recommendation to the IEA President and approval of the Superintendent.*

**Letter of Agreement**

**between the**


**Ionia Public Schools**

**and the**

**Ionia Education Association**

It is hereby agreed by the parties set forth above as follows:

1. James Merrifield will continue to be paid for the Schedule B activities he held during the 2001-2002 fiscal year at MA, Step 11, provided he remains continuously employed in the positions.
2. Should he leave the position(s) held during the 2001-2002 fiscal year or assume another position, he shall be paid as forth in Schedule B.

  
\_\_\_\_\_  
For the Board

  
\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

8-5-14  
\_\_\_\_\_  
Date

**Ionia Public Schools**

**Schedule C**

**2014-2015**

				<u>Student Days</u>	<u>Teacher Days</u>
Thur	Aug	21	New Teacher Orientation/Professional Development*		
Mon	Aug	25	Welcome Back/Meetings (Non SCECH time/DPPD) ½ day		
Tue	Aug	26	Professional Development, All Teachers Grades K to 12 (#1)		
Wed	Aug	27	Professional Development, All Teachers Grades K to 12 (#2)		
Thur	Aug	28	Professional Development, All Teachers Grades K to 12 (#3)		3.5
Mon	Sept	1	No School-Labor Day		
Wed	Sept	3	<b>First Day of School for Students (Full Day)</b>		
Tue	Sept	30	K-12 Students attend a.m. only; PLC for Teachers in p.m.	20	20
Thur	Oct	2	9-12 (IHS) Parent/Teacher Conferences, 5:00 – 8:00 p.m.		
Mon	Oct	6	9-12 (IHS) Parent/Teacher Conferences, 5:00 – 8:00 p.m.		
Wed	Oct	8	6-8 & Welch Parent/Teacher Conferences, 4:00 – 8:00 p.m.		
Mon	Oct	13	6-8 & Welch Parent/Teacher Conferences, 4:30 – 8:00 p.m.		
Wed	Oct	22	K-12 Students attend a.m. only; PLC for Teachers in p.m.		
Fri	Oct	31	End of 1 <sup>st</sup> Marking Period	23	23
Thur	Nov	13	K-5 Parent/Teacher Conferences, 5:00 – 8:30 p.m.		
Tues	Nov	18	K-5 Parent/Teacher Conferences, 4:30 – 8:30 p.m.		
Th & F	Nov	27 & 28	No School – Thanksgiving Break	18	19
Tue	Dec	9	K-12 Students attend a.m. only; PLC for Teachers in p.m.		
Sat	Dec	20	Winter Break Begins	15	15
Mon	Jan	5	School Resumes		
Fri	Jan	16	<b>End of First Semester K-12 Students a.m. only; Records p.m.</b>		
Tue	Jan	27	K-12 Students attend a.m. only; PLC for Teachers in p.m.	20	20
Mon	Feb	16	No School for Students/Teacher Professional Development (#4)		
Wed	Feb	18	6-8 & Welch Parent/Teacher Conferences, 4:30 – 8:00 p.m.		
Thur	Feb	19	K-5 Parent/Teacher Conferences, 5:00 – 8:30 p.m.		
Thur	Feb	19	9-12 (IHS) Parent/Teacher Conferences 5:00 – 8:00 p.m.		
Mon	Feb	23	6-8 & Welch Parent/Teacher Conferences, 4:00 – 8:00 p.m.		
Tues	Feb	24	K-12 Students attend a.m. only; PLC for Teachers in p.m.		
Tues	Feb	24	K-5 Parent/Teacher Conferences, 4:30 – 8:30 p.m.		
Wed	Feb	25	9-12 (IHS) Parent/Teacher Conferences 5:00 – 8:00 p.m.	19	21
TBD	March	TBD	EXPLORE, PLAN, ACT Test		
TBD	March	TBD	11 <sup>th</sup> grade: 7:45-10:40 (?MME), 9 <sup>th</sup> 10 <sup>th</sup> & 12 <sup>th</sup> begin 10:45 am		
TBD	March	TBD	11 <sup>th</sup> grade: 7:45-10:40 (?MME), 9 <sup>th</sup> 10 <sup>th</sup> & 12 <sup>th</sup> begin 10:45 am		
Wed	March	18	Incoming Freshman Welcome		
Wed	March	18	9-12 Teachers Prepare 5:00-6:00 p.m.; Welcome 6:00-8:00 p.m.	22	22
Fri	March	20	End of 3 <sup>rd</sup> Marking Period		
Tue	March	31	K-12 Students attend a.m. only; PLC for Teachers in p.m.		
Fri	April	3	No School – Good Friday		
Sat	April	4	Spring Break Begins		
Mon	April	13	School Resumes		
Mon	April	20	No School for Students, Teacher Professional Development (#5)		
Tue	April	28	K-12 Students attend a.m. only; Teacher Records Day in p.m.	15	15
Mon	May	25	No School – Memorial Day	20	20
Fri	June	5	<b>Last Day for Students ½ day; Full Day for Teachers</b>	<b>5</b>	<b>5</b>
			<b>*New Teachers = 185.5</b>	<b>177</b>	<b>184.5</b>

Note: PLC = Professional Learning Community

Note: TBD = testing dates to be determined by Bureau of Assessment & Accountability (BAA)

For days lost that are covered by Section 101(4) of the State Aid Act, such days may be made up at no additional cost to the Board per Article IX, Section 4. In the event make-up days are necessary, they will be made up by all teachers. The Master Agreement will provide the number of days and hours required by Section 1284 (1) of the Michigan School Code.

For days not covered by Section 101(4) of the State Aid Act where the district does not meet the State of Michigan district-wide attendance requirements in order to receive full state funding (including any days in which District wide student attendance falls below 75%), the day will be conducted as scheduled for all staff and students and will be rescheduled at the end of the year. Staff are required to work such days at no added cost to the district.

