

Master Agreement

between

IDA PUBLIC SCHOOLS

and

**MONROE COUNTY EDUCATION
ASSOCIATION**

2005-2006

2006-2007

2007-2008

TABLE OF CONTENTS

<u>Articles</u>	<u>Page</u>
Preamble	1
I Recognition	2
II Teacher/Management Rights Clause	4
III Professional Compensation.....	6
IV Teaching Hours.....	8-9
V Teaching Load and Assignments	11
VI Teaching Conditions	13
VII Leave of Absence.....	17
Application for Personal Leave Usage	22
VIII Protection of Teachers	23
IX Negotiation Procedures.....	25
X Grievance Procedures	26
Appendix X-A.....	29
XI Miscellaneous Provisions.....	30
XII Fringe Benefits.....	32
XIII Reduction in Personnel	35
XIV Teacher Evaluation	38
Teachers Performance Domains	40
Professional Staff Evaluation Form	41
XV Duration of the Agreement	42
Schedule A Salary Schedule.....	43
Schedule A-1 Coaching Salaries.....	45
Schedule B-1 2005-2006 Calendar.....	48
Schedule B-2 2006-2007 Calendar.....	50
Letter of Agreement.....	52

**IDA PUBLIC SCHOOLS
Ida, Michigan**

**BOARD OF EDUCATION
and
MONROE COUNTY EDUCATION ASSOCIATION
AGREEMENT**

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

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

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

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

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

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

ARTICLE I

Recognition

- A. The Board recognizes the Monroe County Education Association affiliated with the Michigan Education Association and National Education Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, as amended, for all regular full-time and regular part-time certified teaching personnel employed under regular tenure or probationary contracts, substitutes employed for 120 days or more in the same position, counselors and certified librarians, special education teachers and hearing impaired consultants, reading consultants, and pathologists/therapists employed by the Ida Public Schools Board of Education. Excluded from the bargaining unit are full or part-time supervisory, executive or administrative personnel, business manager, athletic directors, Title I director, curriculum coordinator; enrichment, adult education and community education program personnel; preschool personnel, school nurse, if not teacher certified, social worker, psychologist, elementary intervention/special needs counselors, special education coordinator, police liaison officer, reading director, all other substitute teachers, per diem appointments, aides and paraprofessionals, teachers in programs which are not part of the regular school year (such as summer school, including the migrant program and driver education), noon period supervisors and/or recreation personnel, office and clerical employees, custodial employees and all other employees of the Board or any other employer.

- B. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

- C. The Board agrees not to negotiate with any teacher organization other than the Monroe County Education Association for the duration of this Agreement. However, it is expressly agreed that the Board may recognize and deal with the local association which the MCEA has designated as its authorized representative for all contract administration purposes. The “local association” as the term is used in this contract is an affiliate of the MCEA and is comprised of bargaining unit members. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this agreement. An Association representative may attend any grievance meeting.

- D. 1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

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

ARTICLE II

Teacher/Management Rights Clause

Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and any other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan, or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms and conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission.
- C. The Board agrees to furnish to the Association, in response to written request, all public information concerning the financial resources of the District pursuant to the Freedom of Information Act.
- D. At the request of the Monroe County Education Association, Ida teachers shall have the right to use school buildings for Association meetings at reasonable times and hours when such buildings are open and janitorial operating staff is on duty. Such use will be scheduled through the building principal. Such use beyond reasonable times and hours requiring an extra cost incurred by the Board shall be paid by the Association.
- E. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, outside of employment, shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement as to wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with, the activities of any employee organization.

Management Rights

- A. Nothing in this Agreement is to be interpreted as constituting a waiver of the Ida Public Schools Board of Education's rights and responsibilities to create and maintain schools

that reflect its public's wishes. The intent of the Agreement is to establish wages, working hours and conditions of employment with the Ida Education Association.

- B. Therefore, the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitutions of the State of Michigan and the United States including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities;
 2. To hire all employees and to determine their qualifications and conditions for their continued employment, or their dismissal;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work.
 5. To adopt reasonable rules and regulations;
 6. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 7. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
 8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- C. The exercise of the above rights and the use of the Board's judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

Professional Compensation

- A. The salaries of the teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. For the term of this Agreement, the school calendar shall be set forth in Schedule B. There shall be 179 scheduled student days and 185 scheduled work days. Should the state order the make up of days and/or hours lost in order to qualify the District for full State Aid (or in the event that fewer than 175 days of actual student instruction would occur unless days are made up), the Board and the Association shall meet for the purpose of rescheduling said days and/or hours through mutual agreement. The scheduling of required make up days and/or hours shall not increase the salary of the teacher above the contracted amount, nor will more days and/or hours be required than are specified in Schedule B.
- C. The Board shall provide three (3) release days per year to an Association designee to be used at the direction of the local Association. Such days shall not be used to negotiate elsewhere. A substitute will be provided by the Board for each day. The Superintendent shall be notified in writing at least two (2) days in advance. Time shall be taken in not less than one (1) day increments. The Association may use four (4) additional days for the purpose stated above, but the Association shall reimburse the Board for the cost of the substitute.
- D. Salaries will be paid on a basis of 21 or 26 pay periods according to authorization of each teacher. Teachers will receive their first pay the second Friday after the beginning of school. The Board will pay a lump sum check at the end of the school year in June to any teacher who so desires.
- E. All new teachers shall be required to attend an unpaid half-day session previous to the first calendar day. Time will be provided by the administration for the orientation of new teachers to Association matters.
- F. When a teacher substitutes for another teacher during his or her planning period, the substitute teacher will receive Twenty Dollars (\$20.00) per period.

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

Teachers may be assigned to a teaching assignment other than their regular assignments, without additional compensation, if they are freed from their regular assignment because of field trips or dismissed classes.

Whenever a substitute teacher cannot be obtained, the administration shall, on a rotating basis, assign a teacher to substitute during her/his planning time. No teacher can be involuntarily assigned more than three (3) times during the school year.

G. Shared Time Academic Teaching Positions Within the Normal School Day.

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

ARTICLE IV

Teaching Hours

- A. The parties recognize that in order to satisfactorily fulfill their professional responsibilities teachers frequently work more than the standard forty- (40) hour work week. However, teachers shall not be officially scheduled to work more than forty (40) hours per week.
- B. The Board reserves the right to set the hours of the school day as long as these hours agree with Section A of this Article.
- C. The student clock hours for the high school, the middle school and the elementary school shall be as follows:

HIGH SCHOOL				
Grades 9-12				
Regular Daily Schedule				
	Warning Bell	8:00 AM		
First Hour		8:05 - 8:57		
Second Hour		9:02 - 9:54		
Third Hour		9:59 - 10:51		
		<u>First Lunch</u>	<u>Second Lunch</u>	
	Lunch	10:56 - 11:27	Fourth Hour	10:56 - 11:46
	Fourth Hour	11:32 - 12:22	Lunch	11:51 - 12:22
Fifth Hour		12:27 - 1:17		
Sixth Hour		1:22 - 2:13		
Seventh Hour		2:18 - 3:10		

MIDDLE SCHOOL Grades 5 - 8 Regular Daily Schedule					
7th/8th Grade		6th Grade		5th Grade	
8:00	Warning Bell	8:00	Warning Bell	8:00	Warning Bell
8:05 - 8:57	First Hour	8:05 - 8:56	Band/Directed Study	8:05 - 9:05	Homeroom-Eng/Lang Arts
9:02 - 9:54	Second Hour	8:59 - 9:50	Section 1 - Rdg., ELA, Math, S.S.	9:05 - 10:05	Homeroom-Reading
9:59 - 10:51	Third Hour	9:53 - 10:45	Section 2 - Rdg., ELA, Math, S.S.	10:05 - 10:55	Homeroom-Math/S.S./Sci
10:56 - 11:46	Fourth Hour	10:50 - 11:22	LUNCH	10:55 - 11:25	LUNCH
11:51 - 12:22	LUNCH	11:27 - 12:16	Rotation/Planning	11:27 - 12:16	Rotation Math/S.S./ Science
12:27 - 1:17	Fifth Hour	12:19 - 1:09	Section 3 - Rdg., ELA, Math, S.S.	12:19 - 1:08	Rotation Math/S.S./ Science
1:22 - 2:13	Sixth Hour	1:12 - 2:02	Section 4 - Rdg., ELA, Math, S.S.	1:09 - 1:19	Enrichment/Recess
2:18 - 3:10	Seventh Hour	2:05 - 3:10	Section 5 - Rdg., ELA, Math, S.S. and recess	1:22 - 2:13	Directed Study/Band
				2:18 - 3:10	Rotation Class Music/Art/ Gym

ELEMENTARY SCHOOL Grades Kdg - 4 Regular Daily Schedule	
Kindergarten	A.M. 7:54 A.M. - 11:00 A.M. P.M. 11:55 A.M. - 3:00 P.M.
Grades 1,2,3 & 4	7:55 A.M. - 3:00 P.M.

- D. Teachers shall be in their rooms or assigned areas no later than twenty (20) minutes before school convenes and leave no earlier than fifteen (15) minutes following dismissal of students, with the exception of teachers' meetings or appointments which may require a later time. The Board and Association understand that conditions do exist wherein teachers do have to be away from their rooms or assigned areas. Times when this is often necessary include, but are not limited to: consultation with parents, students, administrators and fellow teachers regarding education concerns; meetings regarding classroom placement of students, and duplicating classroom materials (secretarial assistance will be utilized whenever practical). However, it must be recognized that some assignments, i.e., hall supervision, cannot be vacated unless a replacement is available.

The Board encourages teachers to perform the above professional duties and realizes that it may be necessary to accomplish these outside of the classroom when not in direct supervision of students.

The Board also regards teachers as self-directed professionals that are able to make wise decisions and utilize their own discretion in carrying out those duties they deem to be in the best interests of education; concurrently, the Association will accept the first opportunity to correct identified abuses of this professionalism.

The intent of this section is not to be interpreted in any way as an infringement of Article II of this contract; rather, the intent is to recognize the professionalism of the teachers and to encourage self-direction to mitigate actions and behavior that are contrary to the above stated professional principles.

E. Required General Purpose Meetings

1. During the first two (2) weeks of the school year, each building principal shall distribute to his/her staff a list of required general staff meetings for the entire school year, not to exceed one (1) per month. The meeting will be adjourned no later than forty-five (45) minutes following the start of the meeting and the agenda will be distributed to the staff three (3) days prior to the meeting. If a morning meeting is called, it may not begin any earlier than 7:15 a.m. All teachers shall attend each meeting and remain until the meeting is adjourned by the principal. The administration will take whatever action is necessary to carry out the intent of this Agreement.
2. Additional meetings may be called at the discretion of the principal or staff and attendance will be expected unless excused by the principal in advance.

F. Student Dismissal Time

Should the District find it necessary to alter the dismissal time of students, the parties shall negotiate a new starting time for teachers.

ARTICLE V

Teaching Load and Assignments

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

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

<u>Elementary K-5</u>		<u>Secondary 6-12</u>	
Kindergarten	25	English	25
First - Second	25	Social Studies	25
Third - Fifth	25	Mathematics	25
		Science	25
Special Subjects such as Art, Music, P.E., Library	One (1) regular elementary class, plus up to seven (7) students from Hearing Impaired Class(es) and according to the availability of student stations. Note: Nothing herein shall prohibit teachers of Special Subject classes from voluntarily accepting greater numbers than the standards for the purpose of student enrichment.	Language	25
		Business	25
		Typing	30
		Computers	25
		Industrial Arts	24
		Drafting	30
		Life Management	24
		Music (except instrumental)	30
		Art	25
		Physical Education	35
		Health	30
		Reading	25

However, it is understood that such deviation from the standards must be at the initiation of the teacher.

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

- B. The Individual Education Planning Team dictates placement of a special education student within the classroom of a teacher. If a teacher is assigned such a child, the teacher would be offered:
1. An opportunity for prior observation of the child.
 2. An opportunity to be part of the IEPT.
 3. Assistance in developing necessary resources as currently provided by the ISD.
 4. An initially reduced class size in the inclusion room, compared to similar classes, will be scheduled because of the importance of classroom management. An attempt to maintain a reduced size will be made, with the exception of moving any of the original students if another class drops below the reduced size. This paragraph shall apply only to the elementary school.
 5. An inclusion instructional assistant as stated by the IEPT.
 6. Training, if requested, with approval of the building principal.
- C. Assignments shall be made at the discretion of the administration and will, except for good cause, be in the areas of teacher competence and in their major and minor fields of study. Teachers shall be notified of their following year's tentative assignment no later than June 1st of the preceding school year. After July 15, the Board will attempt to limit changes in assignments.
- D. In making changes in assignments, consideration will be given to the desire and wishes of the teacher, but the Board reserves the right to make the final decision. The administration shall consult with the teacher before a definite decision is made.
- E. The normal weekly teaching load in grades 7-12 will be 25 teaching periods and 5 supervised study periods, or 30 teaching periods. Teachers in grades 7-12 will not be assigned more than three (3) preparations except with consent of the teacher and except for teachers with their major assignments in art, music, physical education, foreign language, home economics, industrial arts, and special education. There shall be five (5) unassigned preparation periods for all teachers in grades 7-12. Before any teacher is assigned more than three (3) preparations, the teacher shall be consulted. If said teacher objects to more than three (3) preparations, the District agrees to make every reasonable effort to adhere to the teacher's desires.
- F. Whenever administrative, extracurricular, or bargaining unit positions are newly created, or a vacancy arises in said positions, the Superintendent shall promptly notify the Association and post a notice as to the number and type of vacancies on a bulletin board in each teachers' lounge for no less than five (5) school days before the position is filled. In the summer, the posting will be for no less than five weekdays, Monday through Friday. Vacancies shall be filled on the basis of experience and qualifications of the applicant, length of service in the District, and other relevant factors according to the judgment of the Board and Superintendent.
- G. The Board will determine when a vacancy exists.

ARTICLE VI

Teaching Conditions

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees to make every reasonable effort to keep the schools equipped and maintained, and the textbooks up to date.
- B. All teachers shall be entitled to a 30-minutes duty-free lunch period. All teachers, grades 1-4, shall be entitled to a duty free period equivalent to 15 minutes in the morning or 15 minutes in the afternoon. Additionally, all elementary teachers shall be entitled to duty-free planning time of not less than 250 minutes per week (unless the Board determines financial conditions necessitate reduction of specials used to create this planning time, in which event the minimum would be 175 minutes per week and teachers would be paid \$20 for the 75 minutes reduction in planning time or as pro rated), in segments of not less than 20 minutes each, as scheduled by the principal. In grades 5 and 6, planning time will be determined by the principal and must be equivalent to the planning time of grades 7 and 8.
- C. No teacher shall be required to drive a school bus on a daily route as a part of his/her regular assignment.
- D. The Board shall make available in each school adequate restroom and lavatory facilities for teacher use and at least one room shall be reserved for use as a faculty preparation room and said room shall be smoke free.
- E. Announcements concerning the nonperformance of duties by teachers will not be made over the classroom public address system.
- F. A key to the building and gate will be made available at the discretion of the building principal to teachers who desire to prepare rooms and plan.
- G. Ida Curriculum Council. In recognition of the need to foster communication and coordination between students, teachers, administrators, community members, and other staff, a curriculum council shall be established. The council shall investigate and submit recommendations concerning curriculum development, school improvement, accreditation, and other relevant needs and concerns related to these matters to both the Board and the IEA. Such reports shall be considered by the Board, and any formal decision shall be submitted to the council with the Board's rationale.

The curriculum council shall be composed of the School Improvement Chairperson from each building, the District School Improvement Chairperson, and one teacher representing the Monroe County Program for the Hearing Impaired, three members of the administrative staff, and one Board of Education member. The curriculum coordinator, or in his/her absence the Superintendent or his/her designee, shall be the chairperson of the council. Additional staff members and others may be included in particular meetings as determined necessary by the council and approved by the chairperson.

The curriculum coordinator shall initiate steps to hold an organizational meeting each year by October 1. The council shall establish a schedule in order to fulfill its functions.

- H. Parking facilities shall be made available to teachers for their normal use.
- I. Each teacher is expected to have a week's lesson plans made available on a Monday through Friday basis. In addition, teachers are to submit outlines for substitute teachers to the principal's office on each **Monday a.m.**, for the week. The outline shall consist of a seating chart plus a general overview of the planned activities, including chapter in the textbook, scheduled activities, assignments and other information necessary to maintain the learning process. Teachers are encouraged to alter the outline when special instructions are needed for a substitute teacher. The administration will take whatever action is necessary to carry out the intent of this Agreement.
- J. If a teacher reports for work and must leave for reasons of illness, or other possible reason for sick leave, before three (3) clock hours have elapsed, a full day's sick leave will be subtracted from sick days earned. If a teacher must leave any time after three (3) clock hours, a half day only will be subtracted.
- K. Attendance at in-service sessions is required unless excused in advance by the building principal. Any violation will be handled as any other unexcused absence.
- L. The Association and the Board recognize the pupils' progress is a combined result of school, home, ability and economic and social environment, and neither the teacher nor the Board shall be held solely accountable for it.
- M. Acts of God. The school administration will notify all teachers of school days which are canceled. When school is canceled, teachers may report to school but will not be required to do so.
- N. A copy of Board Policy will be placed in each building's teachers' lounge, library and principal's office. It is the responsibility of the teacher to be aware of the Board policies. Copies of changes and/or additions in Board policy must be provided to the designated Association representative.
- O. Should the Michigan Department of Education develop and implement regulations prohibiting the counting of one-half (1/2) days as full days for purposes of State Aid, the parties agree to renegotiate the calendar to take into account such changed regulations.

- P. All teachers of students in grades 7 through 12 will administer a written exam on the date assigned for the exam and will utilize the time period provided. No exceptions will be made unless prior arrangements have been completed with the principal due to extenuating circumstances. Teachers will submit their written exams to their principals at least two days prior to the beginning date of the semester exams.
- Q. For any committees appointed by the Board which involve teacher members, unless specified otherwise in this contract, one teacher member shall be appointed by the Association. Participation of teachers on committees will be voluntary provided legal requirements are met.
- R. A joint committee of administration and teachers will be developed to make recommendations to the Board about state laws which require a least restrictive environment.
- S. No member shall be required to perform suctioning, catheterization, diapering or other like procedures.
- T. State law mandates a mentor for a new teacher in the first three (3) years of employment in classroom teaching for the purpose of assisting, informing and coaching probationary teachers in the rights, responsibilities and ethics of the teaching profession. The following shall be guidelines for mentoring:
1. Qualified staff will submit their intentions to become mentors by June 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
 2. In the selection process the following guidelines will be applicable with respect to internal applicants:
 - a. The ultimate and overriding criteria used by the administrator in selecting a mentor will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - b. General criteria in selection will include:
 1. Tenure
 2. Minimum of five (5) years teaching
 3. Same background in major area of instruction (i.e., lower elementary to lower elementary, grade level to grade level, department to department, etc.)
 4. Classroom teachers will be matched to classroom teachers
 3. Regarding appointments, the following will apply:
 - a. All appointments as mentors will be voluntary.

- b. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it is in the best interests of the parties.
- c. Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
- d. A mentor can have up to two (2) probationary teachers if desired.
- e. It is also understood that time between the mentor and the probationary teacher will necessarily take place weekly beyond the working day to establish a collaborative relationship. Any time spent together before or after the normal school year shall be at the option of the mentor and probationary teacher. Time commitments may change due to revision of State mandates. According to the time lines below, the mentor shall keep a log of the time devoted to this process for confirmation to the administration. The mentor shall receive a stipend based on the following number of hours beyond the normal working day per school year and level of the probationary teacher.

First year probation – 25 hours – \$500.

Second year probation – 18 hours – \$360.

Third year probation – 10 hours – \$200.

- 4. In filling vacancies for mentor positions from within the staff, the Board shall consider the professional qualifications, background, attainments, and service in the school district of all applicants. The parties recognize that the filling of mentor vacancies from within or outside of the staff is a prerogative of the Board and the decision of the Board will be final.

ARTICLE VII

Leave of Absence

- A. All teachers, with the exception of first-year teachers, will be given six (6) days of sick leave per semester with accumulation to 180 days. A first-year teacher will instead be given twelve (12) days of sick leave upon reporting at the beginning of a school year or a prorated number of twelve (12) days if reporting after the beginning of the school year. Teachers who fail to report to school the day preceding or following a vacation may be required to provide proof of illness. Teachers abusing the use of yearly sick days or accumulated days may be required to be examined by a doctor selected by the Board. Further, the teacher may be required to provide the written statement(s) of his/her own physician.
- B. Any teacher whose personal illness extends beyond the period compensated under “A” of this Article shall be granted a leave of absence without pay for a period of one (1) year beyond compensation under section A of this Article.
1. A teacher returning from a leave of less than one (1) semester shall be returned to his/her former position.
 2. A teacher returning at the beginning of the school year shall be returned to his/her former position provided the returning teacher is senior to the replacement teacher in that position, unless a vacancy exists for which the returning teacher is certified and the replacement teacher is not certified.
 3. If a teacher is on leave for more than a semester and does not return at the beginning of the school year, the teacher shall be returned to a position for which he/she is certified for the remainder of the school year. At the beginning of the next school year, the provisions in B.2. above shall prevail.
 4. If the teacher in the position to which the teacher on leave is returning is displaced, that teacher shall then move into a vacant position for which he/she is certified. If no vacancy exists, that teacher shall move to a position within his/her certification which is held by the individual with the least seniority, unless the displaced teacher has the least seniority.
 5. The teacher must notify the administration of his/her intention to return sixty (60) days before the end of the school year previous to his/her return.

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

- C. Leaves of absence with pay chargeable against the teacher’s sick leave allowance shall be granted for the following reasons:
1. Personal illness.
 2. Serious illness of a member in the immediate family which requires the presence of the teacher. The number of sick days which may be used for this purpose shall not exceed a total of ten (10) days per year and shall not exceed ten (10) days per

year for the teacher's spouse, children, and/or parent (defined as foster, natural, or adoptive); shall not exceed five (5) days per year for mother-in-law, father-in-law, or others residing in the household and grandparents; and shall not exceed three (3) days per year for siblings. The Board may require a doctor's statement to verify that the family member's condition is serious and that the presence of the teacher is required.

3. A maximum of three days with pay not chargeable against the teacher's sick leave allowance shall be granted for death in the immediate family (defined as spouse, children, parents, parents-in-law, and grandchildren) for funeral attendance, preparations for the funeral, and assistance on the day after the funeral. Two additional days chargeable against the teacher's sick leave allowance may be approved by the Superintendent if conditions warrant. A maximum of three days chargeable against the teacher's sick leave allowance shall be granted for death of a grandparent, grandparent-in-law, sibling, sibling-in-law, and others residing in the household for funeral attendance, preparations for the funeral, and assistance on the day after the funeral.

A day without pay may be granted for the death of an individual not covered above, at the discretion of the Superintendent, if conditions warrant.

D. All other leaves of absence may be granted without pay at the discretion of the administration.

1. A teacher returning from a leave of less than one (1) semester shall be returned to his/her former position.
2. A teacher returning at the beginning of the school year shall be returned to his/her former position provided the returning teacher is senior to the replacement teacher in that position, unless a vacancy exists for which the returning teacher is certified and the replacement teacher is not certified.
3. If a teacher is on leave for more than a semester and does not return at the beginning of the school year, the teacher shall be returned to a position for which he/she is certified for the remainder of the school year. At the beginning of the next school year, the provisions in D.2. above shall prevail.
4. If the teacher in the position to which the teacher on leave is returning is displaced, that teacher shall then move into a vacant position for which he/she is certified. If no vacancy exists, that teacher shall move to a position within his/her certification which is held by the individual with the least seniority, unless the displaced teacher has the least seniority.
5. The teacher must notify the administration of his/her intentions sixty (60) days before the end of the school year previous to his/her return.
6. The Board may grant a miscellaneous leave of either one semester or one year. The maximum number of teachers that may be granted such a leave in any one semester shall not exceed four (4) teachers. (Additional conditions for such leave shall be provided in Article VII, Section D.)

- E. A maternity leave for female teachers commencing no later than the date of delivery shall be granted without pay at the request of the teacher. Paternity leaves for male teachers shall be granted without pay at the request of the teacher, provided the request is made 45 days before the adoption of a child or the anticipated date of delivery by the employee's wife.
1. A teacher returning from a leave of less than one (1) semester shall be returned to his/her former position.
 - a. A teacher returning at the beginning of the school year shall be returned to his/her former position provided the returning teacher is senior to the replacement teacher in that position, unless a vacancy exists for which the returning teacher is certified and the replacement teacher is not certified.
 - b. If a teacher is on leave for more than a semester and does not return at the beginning of the school year, the teacher shall be returned to a position for which he/she is certified for the remainder of the school year. At the beginning of the next school year, the provisions in E.1.a. above shall prevail.
 - c. If the teacher in the position to which the teacher on leave is returning is displaced, that teacher shall then move into a vacant position for which he/she is certified. If no vacancy exists, that teacher shall move to a position within his/her certification which is held by the individual with the least seniority, unless the displaced teacher has the least seniority.
 - d. The teacher must notify the administration of his/her intentions sixty (60) days before the end of the year previous to his/her return.
 2. The leave shall be given for up to one (1) year and be renewable thereafter at the Superintendent's discretion. The return to teaching must be only at the beginning of a semester unless some other time is mutually agreed upon.
 3. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
 4. The granting of such leave will in no way interrupt seniority or any rights related to seniority.
 5. The request for leave shall be made 45 days before the birth or adoption of the child or beginning of leave so that the administration has time to get a replacement.
 6. In lieu of the above provisions for unpaid maternity leave, a pregnant teacher shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care. The teacher shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions

if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:

- a. The teacher may be required to submit to physical examinations by a physician selected by the Board at school expense.
 - b. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
 - c. For all sick leave days claimed, the teacher must have a physician's certificate verifying the physical disability which prevents her from fulfilling her teaching responsibilities.
 - d. The teacher shall provide in writing all lesson plans and other materials required by the principal for the first week of absence in order to maintain curricula continuity through the substitution.
- F. Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the armed forces of the United States. Teachers on military leaves shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.
- G. A leave of absence for a period of two (2) years may be granted to any teacher who enlists in the Peace Corps. On return from leave, teachers shall be given the benefit of any fringe benefits which shall have accumulated prior to the leave of absence.
- H. Foreign and Domestic Teacher Exchange. The parties encourage exchange of teachers through professional, state and school organizations. The parties encourage such exchange with the understanding that they are beneficial for purposes of new ideas in curriculum, educational programs, innovative educational practices, etc. With the Board's approval, subject to conditions hereinafter stated, such exchanges may be made provided that:
1. The outgoing teacher is on tenure.
 2. The incoming exchange teacher is qualified for an available position.
 3. The exchange is for one full school semester or year.
 4. Teachers leaving on an approved exchange shall receive the same salary and other benefits during the exchange as they would have received had they remained in the Ida Public Schools system. The salary and other benefits of the exchange teacher will be paid by the school system under which said teacher has contracted to work.
 5. Any teacher returning from leave who has, with previous permission from the Superintendent, increased his teaching experience by holding a teaching position

while on leave shall be placed on the same step of the salary schedule as though he/she had been teaching in the Ida Public Schools system.

- I. Any teacher called for jury duty during school hours shall be reimbursed for the difference of pay. These days are not deducted from sick leave.

A teacher who is subpoenaed to testify in any judicial or administrative proceeding shall be reimbursed for the difference of pay. However, when the teacher is testifying on behalf of himself or the Association against the Board, the cost of the substitute shall be borne by the Association. These days are not deducted from sick leave.

- J. Teachers shall be allowed two (2) days each year out of the annual paid leave days allowed in Section A for personal business which cannot be transacted outside the school day. Such days may not be used for vacation, recreational pursuits, shopping or business connected with other employment. Such days may not be used for any activity related to the collective bargaining process or a labor management dispute. Without exception, such days require 72 hours notice to the Superintendent (unless the Superintendent waives the notice requirement due to an emergency). Permission must be secured from the Superintendent prior to the usage of said day. Such days shall be granted on a first come, first serve basis. The school district reserves the right to limit the number of teachers that may be absent on any given day because of a personal business day. (*See attached form.*)

IDA PUBLIC SCHOOLS

Application for Personal Leave Usage

I am requesting a Personal Leave day on _____, _____, 20____.
(Day of Week) (Month)

Usage will comply with Article VII, Section J contract language, "Teachers shall be allowed two (2) days each year out of the annual paid leave days allowed in Section A for personal business which cannot be transacted outside the school day. Such days may not be used for vacation, recreational pursuits, shopping or business connected with other employment. Such days may not be used for any activity related to the collective bargaining process or a labor management dispute. Without exception, such days require 72 hours notice to the Superintendent (unless the Superintendent waives the notice requirement due to an emergency). Permission must be secured from the Superintendent prior to the usage of said day. Such days shall be granted on a first come, first serve basis. The school district reserves the right to limit the number of teachers that may be absent on any given day because of a personal business day."

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

(Print Name)

(Teacher's Signature)

(Superintendent's approval)

Date: _____

ARTICLE VIII

Protection of Teachers

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

been no repeat of the behavior which precipitated the original action, the disciplinary materials do not involve unprofessional conduct, and the removal is not prohibited by law.

5. Prior to review of a teacher's personnel file by a member of the public, an attempt will be made to inform the teacher of such a request within one business day of receipt of the request. If the teacher cannot be contacted, an attempt to inform the teacher of the request shall be made on each business day thereafter until the file must be released as required by law.
 6. When material reflecting negatively on a teacher is added to his or her personnel file, the teacher shall be informed and allowed to submit additional comments.
- F. If a teacher is to be reprimanded or disciplined he/she may request an Association representative to be present to advise the teacher of his/her rights. If a teacher requests Association representation, no disciplinary action shall be taken until said representation has been secured. Representation must be secured within 24 hours of the time notice is given to the teacher of the disciplinary meeting.

ARTICLE IX

Negotiation Procedures

- A. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers in the bargaining unit, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ratification.
- B. Negotiating teams shall meet at the request of either party to discuss any contractual concerns. Such meetings shall not exceed two per contract year except by agreement of both parties.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE X

Grievance Procedure

- A. A grievance shall be an alleged violation, misapplication, and/or misinterpretation of the expressed terms of this Contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher provided a hearing shall be given upon request of the teacher.
 2. Any matter covered by the Michigan Teacher Tenure Act, including those areas where the Tenure Act proscribes a procedure or authorizes a remedy such as discharge and/or demotion.
 3. Any matter which is processed in another administrative forum so that only one forum is utilized, either the grievance procedure or the other administrative forum, but not both.
 4. Any matter involving the contents of evaluations or Individualized Development Plans. If the Association believes that an IDP is unreasonable or unrealistic, the Superintendent will review the IDP at the Association's request. However, any deficiencies pursuant to Article XIV remain grievable.
- B. The chairman of the Grievance Committee, or designee, shall handle a grievance when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent, or his designated representative, to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievance as required herein shall be submitted on the standard form attached to the Contract as Appendix X-A.
1. It shall be signed by the grievant or grievants.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the section or subsection of this Contract alleged to have been violated.
 4. It shall contain the date of the alleged violation.
 5. It shall specify the relief requested.

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

- E. Level One: A grievant, believing himself wronged by an alleged violation of the express provisions of this Contract shall (within ten (10) days of its alleged occurrence) or at the time the grievant first becomes affected by its occurrence, with an Association representative orally discuss the grievance with the building principal, or his designated representative, in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. If alleged occurrence happens after the beginning of the school year, but prior to October 15, the grievant shall have fifteen (15) school days to initiate action.

Level Two: A copy of the written grievance shall be filed with the Superintendent, or his designated agent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent, or his designated agent, shall meet with the grievant and the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) school days of the discussion, the Superintendent, or his designated agent, shall render his decision in writing, transmitting a copy of the same to the grievant, and the chairman of the Grievance Committee, and place a copy of same in a permanent professional grievance file in his office.

Level Three:

1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the decision of the Superintendent, request from the American Arbitration Association in writing the appointment of an arbitrator. He shall be selected by the American Arbitration Association in accordance with its rules.
2. Arbitration shall be conducted under the rules and regulations of the American Arbitration Association. Witnesses for either party shall be released without loss of pay for testimony at arbitration hearings. The Association shall contact the Superintendent three (3) days prior to scheduled hearings to provide the names of witnesses required for the hearing. The cost of substitutes for teachers testifying on behalf of themselves and/or the Association against the Board shall be borne by the Association.
3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that judgment thereon may be entered in any court of competent jurisdiction provided the arbitrator has acted within the scope of his authority.
4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure.
5. Grievances of similar nature may not be consolidated except upon written mutual consent.
6. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

7. The arbitrator shall have no power to require back pay for more than ten (10) days prior to the date a written grievance is filed. The arbitrator shall have no authority to award damages that the teacher would not otherwise have earned. Any back pay award shall be reduced by any compensation received by a teacher from other employment or unemployment compensation.
- F. Should a teacher fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G. The Association shall have the right to withhold its signature at any level thereby stopping the processing of the grievance thereafter. It is expressly understood that the Association shall have the right to be present at the adjustment of a grievance at any level. The Board, or its designated representative, shall inform the Association Grievance Committee chairman, or his designated representative, prior to the time of any adjustment.
- H. All preparation, filing, presentation or consideration of a grievance through Level Two shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except upon mutual agreement.
- I. In the event a grievance is filed after May 5 of any year of this Contract and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible. After the end of the school year, "days" when school is in session as referred to in paragraph C of this Article, shall be construed as "calendar days."

APPENDIX X-A

Date of Filing: _____

Date of Grievance: _____

Name: _____

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

Signature: _____

Nature of Grievance:

Contract Section under which Grievance is filed:

Remedy:

Disposition by the Association:

ARTICLE XI

Miscellaneous Provisions

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they will call prior to 6:30 a.m. to report unavailability for work. Should a teacher report his/her unavailability for work after 6:30 a.m. due to extenuating circumstances, the teacher will provide the administration a written explanation of such extenuating circumstances upon his/her return to work. Once a teacher has reported unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher. The administration will take whatever action is necessary to carry out the intent of this agreement.
- B. The Board and the Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. Nothing shall preclude the Board of Education from taking disciplinary action.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the Agreement, and all monies paid shall be stipulated in the contract. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed or considered for employment by the Board.
- F. The Monroe County Education Association and each employee in the bargaining unit agree that during the term of the Agreement, they will not directly instigate, participate in, encourage or support any strike against the Board or any withholding of services by any employee or group of employees.
- G. The Superintendent shall meet with three (3) association designated people for the purpose of discussing teacher concerns. These meetings may be initiated by either party.
- H. If a teacher terminates employment with less than 30 days' notice, the teacher will pay to the District as liquidated damages \$250, which may be deducted from the teacher's pay.

- I. In preparation for the subsequent school years covered by this Contract, the Board will submit to the I.E.A. a calendar proposal for the ensuing year by the first Monday in April. The parties agree to meet state-required days and hours of instruction and professional development days.

ARTICLE XII

Fringe Benefits

- A. Increments become effective at the beginning of each school year, and the advancement under the salary schedule shall be automatic as of the beginning of each school year based upon years of teaching experience or completion of required academic or professional courses.
- B. For service in the Ida Public Schools, a teacher shall receive additional compensation beyond the established salary schedule as follows: After 12 years - \$425; after 15 years - \$525; after 18 years - \$625; after 21 years - \$725; after 24 years - \$825; after 27 years - \$925
- C. Any teacher leaving after a minimum of ten (10) full years' service to Ida Public Schools will be provided \$3.00 compensation for each unused sick day up to 120 day accumulation.

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

- D. The Board shall provide MESSA PAK for a full twelve (12) month period for the employee and his/her entire family and will include the XVA2 rider.

MESSA PAK

PLAN A For employees electing health insurance

Health	Choices II with the \$10/\$20 prescription drug co-pay rider (eff. June 1, 2006) (includes \$5,000 with AD&D)
Long Term Disability	66-2/3% \$5,000 Maximum 90 Calendar Days - Modified Fill Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness
Negotiated Life	\$30,000 with AD&D
Vision	VSP-2
Dental	80/80/80 (\$1,000 Maximum for Class I, II & III) (no orthodontic rider) Plan Year - July 1 to June 30

PLAN B For employees not electing health insurance

Long Term Disability	Same as Plan A
Negotiated Life	\$30,000 with AD&D
Vision	VSP-2
Dental	80/80/80 (\$1,000 Maximum for Class I, II & III) (no orthodontic rider) Plan Year July 1 to June 30
Option Money/Annuity	Three Hundred Dollars (\$300) per month for 12 months toward options.

Employees not electing MESSA PAK Plan A will elect MESSA PAK Plan B, plus receive Three Hundred Dollars (\$300) per month for 12 months to be applied toward a tax-deferred annuity or toward a MESSA select option package. Any amount applied toward an annuity will be through a qualified internal revenue service Section 125 plan and salary reduction agreement.

Any contribution amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

No health insurance coverage will be paid to an employee on leave of absence except for sick leave. For those who have sick leave remaining, the insurance will continue to be paid until sick leave is used up. Sick days will be used for worked days when pro-rating benefits due.

Insurance coverage for teachers new to the Ida Public Schools and for those requesting health insurance for the first time will begin on October 1st of the school year or the first MESSA enrollment date following employment.

In the event the employee shall terminate his employment, benefits shall continue for the period in which they were earned.

Example: Nine months (school year) = 12 months of benefits
Four and a half months worked, including sick days, would equal six months of benefits

It shall be the employee's responsibility to be properly enrolled for any insurance coverage. All benefits in this section shall apply to teachers working one-half (1/2) time or more. However, any new employee hired after July 1, 2006, who works less than one-half (1/2) time will not be eligible for District-paid insurance. A new employee working one-half (1/2) time or more will have the District's contribution prorated.

- E. Credit for experience outside this school system may be evaluated by the Board of Education and credit may be allowed whenever the prior service of the teacher is deemed

satisfactory. Full credit may be given for prior years of experience. Teachers may be advanced a maximum of two (2) years on the salary schedule for active military service. This will not affect current employees.

- F. Any teacher teaching in the Ida Public Schools at least one-half time, but less than full-time or at least one-half year, but less than full year, will be given credit for one-half increment on the salary schedule. A full increment will be given for fractional time when the total fractional time equals one year. This rule does not become retroactive, but will begin September 1969 and will apply to any credit secured after September 1969.

"Salaries for a fractional part of a year will be figured on the base salary where the number of years' credit falls."

Salaries for part-time teachers in the high school and middle school will be based on percentage of base salary using the following information:

- 17% = 1 period teaching and 1/6 period of planning
- 33% = 2 periods teaching and 2/6 period of planning
- 50% = 3 periods teaching and 3/6 period of planning
- 67% = 4 periods teaching and 4/6 period of planning
- 83% = 5 periods teaching and 5/6 period of planning
- 100% = 6 periods teaching and 6/6 period of planning
- 117% = 7 periods teaching and 7/6 period of planning

Salaries for part-time elementary teachers will be based on a percentage of the total instructional minutes at each grade level, using the State Clock Hour Report for the year taught as a base and the teacher will be provided an equal percentage of preparation time for the grade level in question.

- G. For all courses completed after July 1, 2006, the Board agrees to reimburse \$100 per graduate semester hour for classes in the field of education, or in the major or minor areas in which the teacher obtained his/her Bachelor's degree, or any classes in a degree program in the field of education which has been approved by the teacher's graduate advisor. All of the above hours must be beyond the hours required for permanent or continuing certification and must be completed at an accredited college or university. Term hours shall be reimbursed at \$66 per term/quarter hour.
- H. The Board agrees to provide, upon application to and approval of the Superintendent, the necessary funds for teachers who desire to attend selected professional conferences in their special areas. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board. Substitutes will be furnished at the Board's expense. A teacher attending such conferences and meeting shall be granted sufficient leave time to attend without loss of compensation.
- I. The Board shall make available to all employees a cafeteria benefit plan providing for medical reimbursement and dependent care through a qualified Internal Revenue Service Section 125 Plan and salary reduction agreement as established by the Board. All terms and conditions of the plan are controlling.

ARTICLE XIII

Reduction in Personnel

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

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

- B. In the event it becomes necessary to reduce professional personnel or eliminate positions, for any reason, as determined by the Board, the Board will give written notification in person or by certified mail to those staff members affected.

- C. Seniority will be based upon continuous service in the Ida Public Schools. No service outside the system will be considered; paid or unpaid leaves, and layoff periods shall be included in the accumulation of seniority. Seniority will commence when the teacher is hired, for all teachers hired prior to July 1, 1977. For all teachers hired after this date, seniority will commence on the first day taught in Ida Public Schools. An employee shall lose his/her seniority within the bargaining unit if:

1. The employee quits.
2. The employee is discharged and not reinstated.

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

1. The employee is absent for three (3) consecutive working days without prior approval or subsequent authorization for a leave of absence. The use of sick leave for appropriate reason is an exception to this provision.
 2. The employee fails to report for work on the first regularly scheduled work day in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence.
 3. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.
 4. The employee is employed elsewhere during a leave of absence without the knowledge of the Board.
- D. Those teachers with the longest period of continuous service who are certified and qualified for the positions shall be retained over teachers with less seniority provided that tenure teachers are retained over probationary teachers if certified and qualified.

- E. To be qualified to teach, all teachers must meet the “highly qualified” requirements of the No Child Left Behind Act and the applicable state and federal rules and regulations. No provision in the Agreement shall be construed to prevent or prohibit the Board from taking actions required or contemplated under the No Child Left Behind Act. The Board and the Association agree to construe and effectuate this Agreement to ensure full implementation of all No Child Left Behind Act requirements and standards. If a teacher who is required to meet the No Child Left Behind Act “highly qualified” standards by the end of the 2005-2006 school year does not meet those standards, he/she shall be assigned to any concurrently existing vacancy for which he/she is certified and qualified. Any such vacancy shall not be required to be posted under this Agreement. If the teacher cannot be assigned to a concurrent vacancy for which he/she is certified and qualified, he/she will be placed on layoff status, under the provisions of this Agreement, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified. The teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in this Agreement. In addition, for purposes of this Article “qualified” shall be based on “Certification” in grades K-6 and 9-12. It is hereby recognized that all areas except mathematics, science, social studies and English grades 7 and 8 require special qualifications. For all areas, except those listed above where certification is sufficient, additional qualifications are needed and shall be based on:
1. Certification and a major or minor or the equivalent hours in the specific teaching area, or
 2. Certification as above and student teaching experience in the discipline, or
 3. Certification as above and teaching of the same subject matter in grades 5-6.
- F. A representative of the Association and the Board will meet to clarify procedures of layoffs.
- G. In the event tenure teachers must be laid off the procedures of section D will be followed.
- H. In the event of recall, teachers will be recalled based on tenure and seniority to positions for which they are certified and qualified. Laid off teachers will have a right of recall for a period not to exceed three (3) years following the effective date of layoff. A teacher on layoff under written contract for employment in another school district may decline recall without losing his/her right of recall during the three- (3) year period.
- I. If the teacher fails to notify the Board within ten (10) days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.
- J. A seniority list will be provided to the Association yearly.
- K. Copies of layoff notices and recalls will be provided to the Association.
- L. In the event two or more teachers are certified and qualified for a position and seniority is the same, the following steps shall be followed to break the tie:

1. The most graduate hours beyond the BA or BS degree, if still tied,
 2. Earliest date of permanent or continuing certification, or if still tied,
 3. Lottery.
- M. Any changes in certification during the layoff will not effect the teacher's layoff status. In the event a teacher is laid off, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall be prorated on the calendar year based on the number of days worked during that school year.
- N. It is agreed that nothing in this contract shall preclude the employment of non-certificated or non-endorsed teachers to teach those specialty areas specifically permitted under Sections 1233, 1233b, and 1237 of the Revised School Code and/or Department of Education rules.

ARTICLE XIV

Teacher Evaluation

- A. The Board and the Association recognize that, desirably, the evaluation of a teacher is a cooperative and continuing process for the purpose of improving the quality of instruction; a process in which the teacher and his/her evaluators review the teacher's general and specific responsibilities, examine the conditions under which the teacher is working, determine whether the teacher is meeting the responsibilities satisfactorily and decide upon changes, if any, that should be made in the responsibilities, the conditions or the teacher.
- B. All teacher evaluations shall be conducted based upon this position statement.
- C. The teacher may, at any reasonable time, review his/her evaluation file and make written rebuttal to anything therein contained. This rebuttal shall become a permanent part of the teacher's evaluation file.
- D. All teachers shall be informed of the method and areas under which they will be evaluated. If monitoring systems and third-party observations and/or opinions are to be used, the teacher shall be so informed.
- E. Any factors which may result in a negative evaluation, whether originating within the school system or from external sources, shall be brought to the attention of the teacher or teachers involved.
- F. Tenure and probationary teachers shall be evaluated in accordance with the provisions of the Teacher Tenure Act and any statement represented as fact, rather than opinion, must be accurate.
- G. The Board's representative, who is designated to evaluate a teacher, shall be directed to try to give assistance to that teacher to improve in any areas that receive an adverse evaluation.
- H. Ida Public Schools recognizes four major teacher performance domains:
 - 1. The Instructional Process
 - 2. Classroom Management
 - 3. Interpersonal Relationships
 - 4. Professional Responsibilities
- I. Procedure for Teacher Evaluation

Each probationary bargaining unit member shall be evaluated annually. Each tenured bargaining unit member shall be evaluated at least once every three years. The evaluator will be the Superintendent of Schools or his/her designee. The procedure for evaluation is as follows:

1. Initial Evaluation Conference. (To take place by the fifth Friday of each school year.) This part of the process offers participants an opportunity to clarify and understand each other's perception of professional expectations, responsibilities, roles, frustrations, and stress. It is a time to establish, collaboratively, goals and objectives, immediate and distant, general and specific, from one or more of the performance domains listed above. A date(s) for an interim conference(s) will also be determined at this meeting. Finally, the basis for the evaluation shall be discussed, e.g., Will it be an observation of a teaching period or some other situation? How often will the contact be? What will be the focus?
2. Documentation of Evaluation (Professional Staff Evaluation Form will be used unless alternative documentation is mutually agreed upon.) This may include but not be limited to initial conference notes, agreed upon objectives and procedures, interim conference notes, observation notes, evaluation summary and any other submissions by the bargaining unit member and/or the evaluator.
3. An end-of-year evaluation conference shall be held three weeks before the close of the current school year or sooner. This conference may result in closure, continuation, or continuation with modification of the evaluation process. The content of this conference shall be summarized in writing.
4. Final evaluation documentation shall be provided to the bargaining unit member for review and signature prior to the close of the current school year. Copies will be provided with the original being placed in the teacher's personnel file.

**TEACHERS PERFORMANCE DOMAINS MAY
INCLUDE, BUT ARE NOT LIMITED TO:**

1. THE INSTRUCTIONAL PROCESS

Demonstrates appropriate preparation for classroom instruction

Demonstrates knowledge of curriculum and subject matter

Provides opportunities for individual differences

Implements effective teaching techniques

Utilizes varied resources effectively

Teaches to objectives

Uses instructional time effectively

Promotes high expectations for students

Motivates students appropriately

Provides students with evaluative feedback

2. CLASSROOM MANAGEMENT

Organizes classroom environment to promote learning

Manages student behavior in an appropriate manner

3. INTERPERSONAL RELATIONSHIPS

Demonstrates positive interpersonal relations with students

Demonstrates positive interpersonal relations with education staff

Demonstrates positive interpersonal relations with parents/patrons

4. PROFESSIONAL RESPONSIBILITIES

Demonstrates a commitment to professional growth

Follows the policies and procedures of the school district

Assumes responsibilities outside the classroom as related to the school

PROFESSIONAL STAFF EVALUATION FORM

Name of Teacher _____ School _____

Teaching Assignment _____ Date _____

Evaluator _____

Teacher Performance Domains:

- The Instructional Process
- Classroom Management
- Interpersonal Relationships
- Professional Responsibilities

I. INITIAL EVALUATION CONFERENCE NOTES
(Including specific goals and objectives)

II. CLASSROOM OBSERVATION NOTES

III. INTERIM CONFERENCE NOTES

IV. OTHER EVALUATION DATA

V. SUMMARY EVALUATION NOTES AND RECOMMENDATIONS

Evaluator's Signature

Received by

Date

Date

Signature does not indicate approval or disapproval.

ARTICLE XV

Duration of Agreement

This Contract will be in effect from April 10, 2006 through August 14, 2008.

IDA PUBLIC SCHOOLS
BOARD OF EDUCATION

MONROE COUNTY
EDUCATION ASSOCIATION

President

Negotiating Team Member

Secretary

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

SCHEDULE A

SALARY SCHEDULE

	Step	2005-2006*	2006-2007	2007-2008
B.A.	0	33,291	33,790	34,297
	1	35,043	35,569	36,103
	2	36,794	37,346	37,906
	3	38,547	39,125	39,712
	4	40,300	40,905	41,519
	5	42,050	42,681	43,321
	6	43,803	44,460	45,127
	7	45,554	46,237	46,931
	8	47,893	48,611	49,340
	9	51,395	52,166	52,948
	10	54,782	55,604	56,438
M.A.	0	35,859	36,397	36,943
	1	37,612	38,176	38,749
	2	39,363	39,953	40,552
	3	41,117	41,734	42,360
	4	42,867	43,510	44,163
	5	44,621	45,290	45,969
	6	46,957	47,661	48,376
	7	49,294	50,033	50,783
	8	52,798	53,590	54,394
	9	56,535	57,383	58,244
	10	60,039	60,940	61,854
M.A.+15	6	48,242	48,966	49,700
	7	50,578	51,337	52,107
	8	54,081	54,892	55,715
	9	57,586	58,450	59,327
	10	61,208	62,126	63,058

*The 2005-2006 salary schedule is retroactive.

- A. Thirty graduate semester hours, beyond the B.A. degree, may be substituted for the M.A. degree. The hours may be in the field of education, or in the major or minor areas in which the teacher obtained his/her Bachelor's degree, or any classes in a degree program in the field of education which has been approved by the teacher's graduate advisor. All of the above hours must be completed at an accredited college or university. Term hours shall be counted as 2/3 semester hours.

- B. A teacher at steps 6 through 10 of the M.A. degree lane will be placed on the M.A. 15 lane when he/she has completed 15 graduate hours beyond the M.A. degree. The hours may be in the field of education, or in the major or minor areas in which the teacher obtained his/her Bachelor's degree, or any classes in a degree program in the field of education which has been approved by the teacher's graduate advisor. All of the above hours must be completed at an accredited college or university. Term hours shall be counted as 2/3 semester hours.
- C. In addition to the salary on the salary schedule, a teacher shall receive the following longevity pay for service in Ida Public Schools:
- 12 years service - \$425 above pay schedule
 - 15 years service - \$525 above pay schedule
 - 18 years service - \$625 above pay schedule
 - 21 years service - \$725 above pay schedule
 - 24 years service - \$825 above pay schedule
 - 27 years service - \$925 above pay schedule
- D. The Board shall pay State retirement as required by law.

SCHEDULE A-1

COACHING SALARIES - based on B.S. or B.A. degree

Girls Athletics

Head Basketball.....	11%
Reserve Basketball	9%
Volleyball	8%
Reserve Volleyball	5%
Head Track	8%
Assistant Track	5%
Head Softball.....	8%
Reserve Softball.....	5%
Cross Country.....	8%

Boys Athletics

Head Football	11%
Assistant Varsity.....	9%
Second Assistant Varsity.....	7%
Junior Varsity Football.....	7%
Second J.V. Football	6%
Freshman Football.....	6%
Cross Country.....	8%
Golf.....	8%
JV Golf	5%
Head Basketball.....	11%
Reserve Basketball	9%
Freshman Basketball	6%
Head Wrestling.....	11%
Assistant Varsity.....	7%
Head Baseball.....	8%
Reserve Baseball	5%
Freshman Baseball.....	4%
Head Track	8%
Assistant Track.....	5%

Jr. High Athletics

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

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

High School Cheerleading	fall sideline	4%
	winter sideline	4%
	winter competitive.....	8%
Wreslerettes.....		2%
Middle School Cheerleading	fall sideline.....	4%
	winter sideline	4%
Drama Club.....		7%
Band Director.....		9%
Junior High Band.....		5%
National Honor Society Sponsor		\$200
High School Counselor.....	2 weeks extra at current pay	
High School Librarian.....	2 weeks extra at current pay	
High School Student Council Advisor (2 positions).....		\$400 (each)
Middle School Student Council Advisor (1 position)		\$300
Extra Curricular Sponsors, at Board’s discretion		up to \$200

All above percentages will be based on the B.S. or B.A. degree schedule through the sixth step only. The parties agree that the above-referenced stipends shall only apply to bargaining unit members working in those extracurricular assignments and not to any individuals employed for those extracurricular assignments who are not otherwise bargaining unit members. This contract shall not apply to individuals employed in extracurricular positions who are not otherwise members of the bargaining unit. However, non-bargaining unit members shall not receive stipends greater than those set forth in Schedule A-1 except by mutual agreement between the Board and Association.

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

Teachers expressing interest in a coaching position will make written application to the Athletic Director before positions are filled for the commencement of the desired sport season and will be granted an interview for said position if one is available.

GUIDELINES TO BE USED FOR REAPPOINTMENT TO EXTRA-CURRICULAR POSITIONS

1. At the conclusion of each period of appointment (within two weeks after the last scheduled activity of the school year), an evaluation of the employee’s performance will be reviewed with the employee. At this time, the employee will be informed by the appropriate supervisor whether or not he/she will be recommended to the Board for reappointment to the position for the coming year. If a non-reappointment recommendation is forthcoming, reasons will be discussed at this time.

2. The appropriate supervisor will, at the next regular Board meeting, make recommendations for reappointment or non-reappointment. If the employee is reappointed for the following year, no posting will be made. If an employee is not reappointed for the following year, he/she will be so notified and the position will then be posted.