

STATEMENT OF AGREEMENT

1. This Agreement is entered into this 18th day of August, 2008, 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, a provisional, continuing, professional, or permanent Michigan teaching certificate and for all Vocational Education teachers defined in Article I, Section 3 below.
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 "Vocational Education teacher" when used hereinafter in the Agreement shall refer to all personnel teaching in a state-approved vocational education program who possess or will possess before employment vocational teacher certification in the area in which they will be teaching. This shall include those persons possessing an annual authorization issued by the Michigan Department of Education, under conditions defined in the Department of Education, State Board of Education Teacher Certification Code, Part 6, Vocational Endorsement and Authorization, R 390.1165, Rule 65, Sections 1, 2, and 3.
4. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

BOARD OF EDUCATION RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States.
2. The Association recognizes that the Board is legally responsible for the operation of the entire school system and that the Board has the necessary authority to discharge all of its responsibilities, subject to laws above mentioned and the provisions of this Agreement.
3. In meeting such responsibilities the Board acts through its administrative staff and on its own behalf. Such responsibilities include, without being limited to, the establishment of educational policies; the construction, acquisition, and maintenance of school buildings, school equipment, and school property; the firing, transfer, assignment, supervision, discipline, promotion, and termination of teachers; and the establishment and revision of rules and regulations, or other policies, governing and pertaining to the work and professional conduct of its employees. The Board and administrative staff shall be free to exercise all of their managerial rights and authority to the extent permitted by law; provided, however, that no actions shall violate any of the terms of this Agreement, and no rules or regulations shall be adopted or revised, which violate the terms of this Agreement.
4. The Board recognizes that this Agreement sets forth limitations to the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE III

AGENCY SHOP

1. Pay Deductions
 - a. The Board shall make voluntary payroll deductions, upon written request from the teacher, for annuities, credit unions, optional insurance programs, and other programs approved by the Board and the Association.
 - b. Association dues or services fees shall be deducted, pursuant to the provisions of Sections 2. through 5. below, in equal amounts, as nearly as may be possible, from the paychecks of each teacher as follows: one-tenth (1/10) of such amount shall be deducted monthly, beginning in September, or the first full month of employment, and ending in June, or the last month of employment, of each school year.
 - c. The Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February).

- d. Part-time employees shall pay a pro-rated amount of dues or service fees, according to procedures specified by the Association.
2. Each teacher shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either join the Association or elect to pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law. The deduction of dues and service fees is required as a condition of this Agreement. The Board shall deduct said amounts pursuant to the authority set forth in MCLA 408.477, MSA 17.277(7).
 3. The Association has established a "Policy Regarding Objections to Political/Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to teachers not joining the Association. The remedies set forth in that Policy shall be exclusive and shall not be subject to the grievance procedures set forth in this Agreement. The Association will certify at least annually to the Board, fifteen (15) days prior to the date of the first payroll deductions for dues or fees, the amounts of said dues and service fees, and that said service fees include only those amounts permitted by this Agreement and by law.
 4. The Association shall have the right to negotiate a settlement with a teacher whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of District resources or require the District to take other remedial action to which it has not consented.
 5. The Association agrees to indemnify and save the District, the Board, the individual members of the Board, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney's fees, or other forms of liability, as well as all Court and/or administrative agency costs that may arise out of, or by reason of, action by the District or its agents for purposes of complying with Article III, Sections 2.- 5. of this Agreement. The Association also agrees that neither it nor its affiliates, the MEA and NEA, will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.
 - a. The Association shall, when the District, Board (including individual trustees), or administrators are sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association, the MEA, and NEA.
 - b. The Association agrees to notify the Board promptly in the event a court order, an Order of an administrative agency, or an arbitration award under the aforementioned policy is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to teachers who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the Board shall promptly give notice to the Association of any decision made by the Board with regard to compliance.

ARTICLE IV

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 XIX of this Agreement. The initial contact between the Association and the Board concerning all aforementioned matters shall be made through the Association President or the President's designee.
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 V

TEACHER RIGHTS

1. Pursuant to Act 379 of the Public Acts of 1965 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, nor will it discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of 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 Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

4. No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in compensation or advantage shall be subject to the Grievance Procedure contained elsewhere in this Agreement. All information forming the basis for disciplinary action shall be made available to the teacher. This provision shall not apply to first and second year probationary teachers who are hired subsequent to January 1, 2003, or to any teacher 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 teacher 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 teacher, until an Association Representative is present. Such representation must be made available within five (5) working days of the request.
7. No adversely critical material originating after original employment of the teacher will be placed in her/his personnel file, unless the teacher has had an opportunity to review the material. The teacher may submit written comments within sixty (60) days regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in 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.
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 certified replacement for a teacher who has been employed with temporary authorization:
 - a. for one year or less, the teacher 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 XII, Section 7. If there are no vacancies available, the teacher will be laid off.
 - b. for more than a year, the teacher will be allowed to exercise voluntary transfer rights subject to the limitations expressed in Article XII, Section 7. If there are no vacancies available, the teacher will be laid off.

ARTICLE VI

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.
3. For the duration of this Agreement, the Association agrees that it will not, directly or indirectly, engage in or assist in any strike against the Ionia Public Schools, nor shall it assist any person who, by concerted action with others, and without lawful approval of her/his superior, willfully absents herself/himself from her/his position, or abstains in whole or in part from the full, faithful, and proper performance of her/his duties, unless the Board commits an unfair labor practice.

ARTICLE VII

PROFESSIONAL COMPENSATION

1. The salaries of teachers covered by this Agreement shall be set forth in Schedule A, which is attached to and incorporated in this Agreement.
2. Extra-duty assignments and other activities, which are recognized as calling for additional compensation, are set forth in Schedule B, which is attached to and incorporated in this Agreement. Teachers who accept appointment to these extra-duty assignments listed in Schedule B shall be paid according to Schedule B. Extra duty assignments do not carry tenure.
3. 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 five (5) full class periods in grades 9-12 (during the trimester schedule) 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.
 - 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.
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 VII, 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.

Vocational Education teachers required to attend advisory committee meetings and to complete industry visitations will not receive added compensation for these meetings and visitations which are considered a part of their regular teaching responsibilities and which will ordinarily be completed during the normal school year.

9. K-12 teachers and the teaching staff of Heartlands 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, such as, but not limited to, Article VII, Section 9, Subsection a, and Section 10, 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 VIII

LEAVE DAYS

1. DEDUCTIBLE LEAVE DAYS

A newly employed teacher, after the first day of work, shall be entitled to six (6) Deductible Leave Days. After completing twenty (20) contractual days a newly employed teacher shall be granted an additional five (5) Deductible Leave Days. These eleven (11) Deductible Leave Days shall be credited yearly in advance to full-time teachers who are continuing their employment with the Ionia Public Schools. For all other teachers, Deductible Leave Days shall be granted on a pro rata basis. Deductible Leave Days for an individual teacher may accumulate to a maximum of one hundred ninety (190). Deductible Leave Days may be used for Personal Illness, Disability, Maternity Conditions, and other purposes, as further defined in Subsection c. below.

a. Definitions

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

- b. Verifications
- 1.) Absences attributed to personal illness or disability in excess of five (5) consecutive working days may require a statement from a physician relative to the affliction he/she treated and the likely date of recommended return to work.
 - 2.) In cases of prolonged illness or disability, the Board may direct a teacher to be examined by a medical doctor of the Board's choice to determine if the illness or disability is valid.
- c. Additional uses: Deductible Leave Days may be used for the following reasons.
- 1.) PERSONAL LEAVE DAYS A teacher may use a maximum of two (2) Personal Leave Days per year.
 - a. 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 days in advance except in cases of emergency.
 - b. An exception to 1.a. is after May 15 and on the day before or after a holiday and / or the day before or after any vacation day; teachers may be granted a Personal Leave Day for specific family or legal events, i.e. weddings, graduations, retirements, and court dates. A written request stating the reason for the Personal Leave Day must be submitted to and approved by the Superintendent at least two weeks prior to the event.
 - 2.) DEATH IN THE FAMILY Death in the family means the death of the parent, spouse, parent of spouse, brother, sister, child, grandparent, grandchild, or any dependent in the immediate household of the teacher.
 - 3.) FAMILY ILLNESS Family illness means the illness of the parent, spouse, child, or any dependent in the immediate household of the teacher.
 - 4.) FUNERAL ATTENDANCE Providing arrangements are made with the Superintendent, a maximum of three (3) Deductible Leave Days per death may be used by the teacher to attend the funeral of a person whose relationship to the teacher warrants attendance.
- d. Deductible Leave Day Incentive
Upon completion of each school year, the total number of deductible leave days used will be calculated. That number will then be subtracted from 2000. If the difference is 200* days or greater, the number will be multiplied by thirty-five dollars (\$35.00) to create a pool of money distributed according to the formula below. No reimbursement will occur should the number be less than 200.

- 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 31st.

* The goal number of 1,800 paid deductible leave days is based upon 190 teachers. If the number of teachers (190) increases or decreases, then the number of deductible leave days and the base will be prorated accordingly.

For Example:

2000 Leave Day Base - 2008/2009 Total Deductible Leave Days used = 200 or greater X \$35
= Reimbursement Pool amount to be distributed.

Reimbursement Pool divided by the total of remaining Deductible Leave Days from
2008/2009 school year = Multiplier.

Reimbursement Pool Multiplier X individual teacher's Unused Deductible Leave Day
allocation 2008/2009 = Individual Incentive Payment.

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 teachers designated by the Association President to attend NEA/MEA meetings. The total of such days granted to all teachers so designated shall not exceed thirteen (13) days per school year.
 - 2.) NEA/MEA COMMISSION OR BOARD MEETINGS As designated by the Association President, a teacher who is a member of any NEA/MEA Commission or Board shall be granted Nondeductible Leave upon advance notification to the Superintendent by the Association President. The total of such days granted to all teachers under this paragraph shall not exceed twelve (12) days per school year.
 - 3.) ASSOCIATION CONFERENCES Nondeductible Leave may be granted to teachers designated by the Association President to attend conferences and training sessions planned by the NEA/MEA at the discretion of the Superintendent.
 - 4.) If reductions in non-salaried budget categories are necessary, the day provisions of Article VIII, Section 2, Subsection c, Sub-subsections 1), 2), and 3) may be reduced in the same percentage as the total non-salaried budget categories are reduced from the previous year's expenditure level.

3. UNCOMPENSATED LEAVE

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

b. EXTENDED PERSONAL LEAVE

- 1.) Upon submitting a written request in advance to the Superintendent, any teacher may be granted an Uncompensated Leave of one (1) trimester, but not to exceed three (3) trimesters. Reasons for the Uncompensated Leave and the anticipated duration of the leave shall be stated in the application to the Superintendent. Under this provision, consideration will be given for Uncompensated Leave for the purpose of exploring an alternative career.
- 2.) At least thirty (30) calendar days prior to the expiration date of the Extended Personal Leave, the teacher must give written notice by certified mail of intent to return to her/his position. Failure to give such timely notice shall be deemed a voluntary resignation. A teacher providing such timely notice shall be returned to the same position or another position for which he/she is certified and qualified, subject to possible restrictions elsewhere in the Agreement.
- 3.) It is expressly understood that seniority shall not accrue and increment shall not be granted while on an Extended Personal Leave under this provision.

4. PROLONGED PERSONAL ILLNESS OR DISABILITY BANK

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

- a. A newly employed teacher shall contribute one (1) Deductible Leave Day to the Sick Leave Bank from her/his first allowance of Deductible Leave Days.
- b. When the number of Deductible Leave Days in the Sick Leave Bank falls below one hundred (100), the Superintendent shall assess each teacher one (1) day of her/his accumulated Deductible Leave Days for the purpose of replenishing the Sick Leave Bank.
- c. Use of Deductible Leave Days from the Sick Leave Bank for a prolonged illness or disability shall commence, following approval, when the teacher's accumulated Deductible Leave Days have dropped to 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, beginning with the 2005-2006 school year.

- 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 VIII, 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 absence the teacher must indicate on a form provided by the principal/supervisor the type of leave taken.

ARTICLE IX

TEACHING HOURS

1. It is recognized that the responsibilities of a teacher may entail duties other than those performed in the school building during regular school hours. 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. During the four (4) block schedule tasks may be individually assigned at the High School Principal's direction. 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.) It is understood that the responsibilities of Vocational Education teachers in wage-earning programs will also include one (1) meeting beyond the normal school day, per year, with Montcalm Community College faculty members.

- 3.) Emergency Meetings Emergency meetings may be called by the building principal at any time subject to two (2) limitations:
 - a.) must be of a crisis nature and
 - b.) should not exceed twenty (20) minutes in length preceding school or following school dismissal, unless unusual circumstances warrant.
- 4.) Vocational Education Meetings/Visitations Vocational Education advisory committee meetings and industry visitations shall be limited to a maximum of three (3) each per year unless the Association President and the Administrator of the Vocational Center agree to an increase.
- 5.) 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 and one-quarter hours (6 1/4) 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 2006-2007 and the 2007-2008 school years, each elementary teacher shall have at least two and one-half (2 1/2) hours of preparation time per week. This provision will expire on the last day of the 2007-2008 school year.
- 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 VII, Section 3.
- 3.) After the 2000-2001 school year, 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 ten (10) minutes before the school day for students is scheduled to begin and shall remain ten (10) minutes after the school day for students ends. Teachers shall be in their classrooms ten (10) minutes before the student schedule begins.
- b. Grade 6
- 1.) Teachers shall provide not more than five and one-quarter (5 1/4) hours 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 and three-quarter (6 3/4) 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 IX, 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 and three-quarter (6 3/4) continuous clock hour day including lunch. Teachers who choose to teach six (6) periods per day shall be compensated as specified in Article VII, 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 and one-quarter (5 1/4) hours of instruction each day and shall have a conference and preparation period of one (1) class period within a six and three-fourths (6 3/4) 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 ten (10) minutes before the student schedule begins and shall remain in their building ten (10) minutes after the school day for students ends.
- e. Heartlands Institute of Technology
- 1.) Teachers in the Heartlands Institute of Technology shall provide no more than five and one-quarter (5 1/4) hours of instruction each day and shall have a conference and preparation period of one (1) hour.
 - 2.) Lunch time shall consist of at least a thirty (30) minute duty-free period.
 - 3.) Heartlands teachers shall be at their classrooms ten (10) minutes before the student schedule begins and shall remain in their building ten (10) minutes after the school day for students ends.
- f. 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 X

TEACHING ASSIGNMENTS

1. During the month of April, May or June, an assignment meeting shall be held to fill all vacancies known at the date of the meeting. All teachers are required to provide documentation (i.e. copy of teaching certificate with appropriate endorsements, IPS approved portfolio, or proof of successful completion of MTTC-MI test for teacher certification or other state recognized standards) at the bid meeting to substantiate that they are highly qualified for the position into which they are bidding/bumping. Written requests submitted to the Superintendent prior to the meeting shall be considered. Displaced teachers not attending the meeting may be administratively assigned. All assignments shall be made on the basis of certification, qualifications and seniority, as specified in Article XII, Section 4 and Article XIII, Section 2, Subsections b and f. All teachers shall be notified of such an assignment meeting at least ten (10) days in advance.
 - a. The most senior teacher (or proxy) attending the meeting will have the following options:
 1. Stay in her/his current assignment
 2. Pass (in order to select later).
 3. Select to transfer into a vacancy,
 4. Transfer/bump (if she/he is displaced) into another teaching position.

If a new vacancy is created during the meeting, the most senior teacher who has elected to pass will have the first opportunity to bid into the new vacancy.

The selection of a position by a teacher will be reversed if the selection results in a teacher unnecessarily being laid-off due to the transfer or bumping made by a teacher.

2. Changes in K-6 teacher assignments shall be voluntary, unless student enrollment or program revision requires a change.

After the Board determines the number of class sections to be offered in each department in grades 7-12, and subject to the provisions of Article XIII, Section 2, Subsection f, the yearly master schedule for teachers will be developed in accordance with the following provisions.

- a. Teachers will be able to retain their class sections on a yearly basis regardless of seniority.
- b. Additional class sections will be available to teachers on the basis of certification and seniority.

- c. From the class sections selected under this section of the Agreement, the teacher may designate two (2) preparations with up to four (4) class sections which would be exempt from Subsection d below.
 - d. After conferring with the teacher and applying Subsections a, b, and c above, the principal may remove and reassign one (1) class section from each teacher.
3. Teachers will be advised as soon as is practicable of their assignments for the coming school year. It is expected that these assignments will be announced by July 1. If changes in assignments are necessitated beyond July 1, the administration will make a reasonable effort to notify the teacher.
 4. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, except temporarily and for good cause.
 5. Any position of department 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 XI

TEACHING CONDITIONS

1. Non-teaching (clerical) duties not directly related to the teaching processes shall be kept to a minimum. Clerical help will be available in each building to assist teachers with instruction-related clerical tasks.
2. The Board shall endeavor to equalize all teaching loads and assignments at each elementary grade level in accordance with Board policy. During the first four (4) weeks of the school year, if student enrollment in grade level at any elementary building exceeds by twenty-one (21) an average of twenty-two (22), another section shall be created at that level in that building. If other enrollment problems occur, the administration, Association, and teachers involved shall meet to consider alternatives available. Alternatives may include creation of a new section, cross-age groupings, or combination classrooms. If combination classrooms are created, it shall be with a maximum of eighteen (18) students and with teacher and Association approval.

3. 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 requesting teacher with the necessary student information.
- 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 XI, Section 3. b.- d. above shall be scheduled during the normal teaching day whenever possible.
- 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 threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage, directly or indirectly, 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 no wise enter into, in whole or in part, any evaluation of a teacher.
6. In the secondary grades, classes in which the use of machinery is a necessary part of instruction (e.g., shop classes) shall be limited to enrollments consistent with the number of teaching stations which can be safely created, as determined by the building principal.
 7. 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.
 8. 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.
 9. 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.

10. 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 XII

VACANCIES AND TRANSFERS

1. A vacancy shall be deemed to exist when a teaching 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.

With the exception of a grant program position that did not exist the previous school year, vacancies will be filled in accordance with the provisions set forth below. Such grant positions will be filled in a manner determined by the Superintendent and the Association President.

Beginning in the 2004-2005 school year, if a teacher voluntarily transfers to a grant funded or Title I position which is subsequently eliminated, the teacher must take a vacant position for which he/she is qualified if a vacancy exists. If no vacancy exists, he/she may exercise seniority bump rights.

2. Filling of Vacancies
 - a. Vacancies that remain at the conclusion of the assignment meeting (see Article X, Section 1) may be filled from outside of the Association.
 - b. Vacancies arising from the day after the assignment meeting up to thirty (30) calendar days prior to the first day when students are to report for the next school year, will be filled using the procedures set forth in Sections 3 and 4 below.
 - c. Vacancies which arise from a period starting thirty (30) calendar days prior to the first day when students are to report for the next school year up through October 1, may be filled from outside of the Association.
 - d. Vacancies arising after October 1st and prior to January 1st will be filled using the procedures set forth in sections 3 and 4 below.
 - e. Vacancies that arise after January 1st and prior to the assignment meeting will be filled at the assignment meeting.

3. Internal Posting

Following the conclusion of the assignment meeting up to thirty (30) calendar days prior to the first day when students are to report for the next school year, teachers will be notified of new 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.

4. The Board agrees to consider the education and experience of a teacher requesting a transfer, her/his seniority in this school district, and other relevant factors as described in Article XIII, Section 2. f. 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.
5. Voluntary transfer rights are limited to one voluntary transfer in any four year period except when a teacher is displaced from the position into which he/she voluntarily transferred within the four year period and; he/she elects to move into a vacancy rather than displacing another teacher. In such instance, the teacher's voluntary rights will be regained (unfrozen). This section is not intended to limit any rights to bumping or transfer for displaced teachers as described in Article X, Sections 1 and 2 and Article XIII, Section 2.
6. Transfers unrequested by teachers are to be minimized and avoided whenever possible.
7. All newly-hired special education teachers shall be restricted from transferring into a regular education position until they have taught in the Ionia Public Schools for five (5) full years. All newly hired alternative education teachers shall be frozen from exercising voluntary transfer rights until they have taught in the Ionia Public Schools for five (5) full years.
8. The Association President shall be notified of all vacancies.

ARTICLE XIII

LAYOFF AND RECALL

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

1. The Board agrees to file written notice to the Association prior to affecting reductions in personnel. Individual teachers shall be notified in writing at least thirty (30) days prior to the effective date of layoff, except when a millage election will be held within that period, in which case fourteen (14) calendar days shall be the minimum.

2. Bumping, based on seniority, shall proceed as indicated below:
 - a. Probationary teachers shall be laid-off before tenure teachers. Among probationary teachers, those with the least seniority will be laid-off first. In either case, teachers must meet the criteria listed in Article XIII, Section 2. b. in order to institute the bumping procedure.
 - b. If reduction is still necessary, each teacher in a position being eliminated shall have the right to transfer to any other teaching position for which he/she is certificated provided he/she has more seniority in this school district than the teacher in said position. This bumping shall be referred to as "primary bumping."
 - c. After those teachers whose specific positions have been eliminated have had an opportunity to transfer to positions according to Article XIII, Section 2. b., each displaced teacher shall have the right to transfer to any other teaching position for which he/she is certificated, provided he/she has more seniority in this school district than the teacher in said position. This bumping shall be referred to as "secondary bumping."
 - d. This procedure shall be followed until all teachers displaced by either primary or secondary bumping have been relocated as determined by their seniority and the number of available positions.
 - e. Both primary and secondary bumping may be accomplished at (a) meeting(s) arranged by the Board in order to minimize disruption, provided each involved teacher shall have received forty-eight (48) hours notice.
- f. Exceptions:
 - 1.) An exception to the transfer rights cited in Article XIII, Section 2. a-e. above could be compliance with accreditation criteria, statutory requirements beyond state certification requirements (i.e. No Child Left Behind Act) or situations wherein the Board may have serious doubts about a teacher's ability to perform satisfactorily in the position requested.
 - 2.) A teacher may choose voluntary layoff in order to avoid receiving an undesired position if another teacher to be laid-off accepts the position in question.
 - 3.) Teachers must have a K-12 certificate endorsement for the subject area to transfer to an elementary specialist position (art, music, and physical education).
 - 4.) A teacher referred to in the Letter of Agreement concerning "highly qualified" holding a K-8 All Subjects, a 7-8 All Subjects, or K-12 Special Education certificate or endorsement will not qualify for an assignment occupied by another teacher in grades 6-8 for Computer Lit., Health, Home Economics (Cooking), Living Skills, Industrial Arts (Woods), Synergistics, Educational Development Plan (EDP), or Physical Education.

3. Further, the Board will institute recall procedures, which, when implemented, will provide that teachers will be recalled in the reverse order of layoff, as a position for which they are certificated becomes available, subject to the same exceptions as outlined in Article XIII, Section 2. f.
4. A probationary teacher who is laid-off shall remain on the recall list for two (2) calendar years from the effective date of layoff. A tenured teacher 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 teacher's right to recall.
6. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address.
7. Recalled teachers shall be entitled to all leave benefits accrued prior to the layoff as provided in this Agreement.
8. Administrators shall be encouraged to utilize laid-off teachers as substitutes, where practicable.
9. Changes in a certification while on layoff shall be recognized during recall from layoff status. It is the teacher's responsibility to notify the Board of any changes in certification, licensure, or endorsement which may affect positions for which he/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 teaching 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. By virtue of their positions, neither a tenured Association President nor a tenured Chief Negotiator shall be laid-off while any positions for which they are certificated exist. The Association agrees to indemnify and save the Board, each individual board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court or administrative agency costs that might arise out of, or by reason of action taken by the Board for the purpose of complying with Section 11 of this article.

12. 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 V, Section 10) will be placed at the bottom of the list for that year.
 - b. After positions have been established according to Article XIII, Section 12. a., all persons new to a step shall go to the least senior positions at that step.
 - c. When two (2) or more people return to the same step, the procedure described in Article XIII, Section 12. a. shall be used to determine their seniority positions.
13. By October 1 of each school year, the Board shall deliver to the Association a Seniority List of all teachers on the staff, including all areas of their respective certification.
14. 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.
15. A teacher shall retain seniority rights while on layoff, accumulated as of the effective date of layoff.
16. Seniority shall not accrue during any unpaid leave of a semester or more in length.

ARTICLE XIV

TEACHER EVALUATION

1. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and her/his exercise of professional judgment.
2. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Video cameras will not supplement or replace classroom observations by administrators. Teachers will be given a copy of the classroom observation reports prepared by their principals within three (3) working days of the observation. Observation reports will not be required if the evaluation is reduced to writing and a copy is given to the teacher within three (3) working days of the observation. Teachers will have the right to discuss such observation reports and evaluations with their evaluators.

3. First and second year probationary teachers and probationary teachers 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 teachers 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 teacher's personnel file, a copy to the Superintendent, a copy to the teacher, a copy to the building principal, and a copy to the Association President, if the teacher requests in writing that the Association is to receive a copy.

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

4. Tenure teachers shall be evaluated in writing at least once every three (3) years not later than May 15. The original shall be placed in the teacher's personnel file, a copy shall be given to the teacher, a copy may be retained by the building principal, and if requested in writing by the teacher, a copy will be furnished to the Association President.

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

5. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof will be subject to the grievance procedure hereinafter set forth; provided, however, that nothing contained herein will deprive the Board of any rights granted under the Teacher Tenure Act. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the last classroom observation to be considered in the evaluation. A teacher may submit written comments concerning her/his evaluation, which shall be attached to the file copy of the evaluation.
6. Any complaints regarding a teacher made to the Board or an administrator, which will be considered in the evaluation of a teacher, will be promptly called to her/his attention.

ARTICLE XV

PROTECTION OF TEACHERS

1. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline in the classroom.
2. The teachers recognize that all disciplinary actions and methods involved by them shall be reasonable and just.

3. A teacher may temporarily exclude a pupil from a class, when the nature of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will, in writing, furnish the building principal or assistant principal full particulars of the incident, as promptly as 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 XVI

NEGOTIATION PROCEDURES

1. By June 1, prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, and terms and conditions of employment of teachers employed by the Board. Upon mutual agreement any Article may be opened for negotiations at any time.

2. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of a quorum of the association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XVII

INFORMAL CONFERENCES

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

ARTICLE XVIII

INSURANCE

1. The Board shall provide, upon acceptance of written application by the insurance company, without cost to the teacher and her/his entire family, except as stated in Section 7 below, MESSA-PAK Plan A or MESSA-PAK Plan B as described below. The election of Plan A or Plan B is the option of the teacher. The Board shall sign an Employer participation agreement.
 - a. MESSA-PAK Plan A shall contain:
 - Health - Choices II, XVA2, \$10/\$20 Rx
 - 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
 - b. MESSA-PAK Plan B shall contain:
 - 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
 - Other - For the 2008-2009 school year, \$182.73 per month in cash under a qualified cafeteria plan.
For the 2009-2010 school year, \$185.47 per month in cash under a qualified cafeteria plan.

2. The Dental and Vision Plans shall include internal and external coordination of benefits for all teachers and their eligible dependents.
3. With attainment of Medicare eligibility, Medicare part B premiums shall be paid on behalf of the teacher, spouse, and/or dependents when Medicare is elected in lieu of MESSA Super Care 1 protection, or, when the teacher and/or spouse is not affected by the Age Discrimination in Employment Act (DEA), or, when Medicare part B is elected while receiving Social Security disability benefits. Since Medicare must be paid directly by the insured person, the Board will reimburse the insured person on a quarterly basis upon receipt of proof of payment.
4. Benefits under this agreement shall be provided from September 1 to August 31 for eligible teachers completing their contractual year.
5. The insurance programs offered under this Article are specifically subject to the rules and regulations of the insurance companies.
6. The school district shall provide facilities for payroll deduction which meet the requirements of Section 403B of the Internal Revenue Code of 1954, as amended, for such of its teachers as make application for the utilization of a tax-deferred annuity program (both fixed and variable). Included in the tax-deferred annuity program shall be waiver of premium and insurance protection of the contract, if requested by the individual teacher. Contacts with teachers by agents offering such services shall not be made on school time, and no use of faculty list or mailboxes shall be made available to such agents.
7. Payment Schedule
 - a. From September 1, 2008 through August 31, 2009 the Board shall pay the MESSA rate to \$1,189.99 per month for the Choices II PAK Plan A MESSA coverage described in Sections 1-6 above and the MESSA rate to \$144.81 per month for the MESSA-PAK Plan B coverage described in Sections 1-6 above. From September 1, 2009 through August 31, 2010, the Board shall pay the MESSA rate to \$1,237.59 per month for PAK Plan A and to \$150.60 for PAK Plan B. In the absence of an agreement by September 1, 2010 the amounts in excess of the 2009-10 rate per month will be payroll deducted during the negotiations of the new premium contribution levels.
 - b. Any amounts in excess of the Board's contribution will be payroll-deducted as a condition of the Agreement pursuant to the authority set forth in M.C.L.A. 408.477; MSA 17.277(7).
 - c. The Board agrees to establish a salary reduction plan within the guidelines of the Internal Revenue Service to afford the opportunity to pay with pre-tax dollars for out-of-pocket premium deductions under Section 7. a. and b. above, MESSA and other variable insurance plans available through the business office, FSA's (Flexible Spending Accounts) and salary reductions for MEAFS and other tax-sheltered annuities available through the business office. Forms for filing and processing an FSA shall be mutually agreed upon by the Board and Association.

8. Prescription Drug Reimbursement Pool

Beginning July 1, 2008 a prescription drug reimbursement pool totaling \$15,000.00 shall be established. During the 2008-2009 school year, any prescription co-pay expense (according to MESSA plan guidelines, excluding over-the-counter medications) up to \$20.00 per script shall be reimbursed by the board after any employee has documented \$500.00 (July 1, 2008 to June 30, 2009) in prescription expenses. Total reimbursement through June 30, 2009 will not exceed \$15,000.00 including other district employees in the MESSA \$10/\$20 Rx program. Any remaining funds in the reimbursement pool will be used to offset future increases in health care. All reimbursement requests must be signed by the employee and must have the receipt's attached to the signed reimbursement form.

Beginning July 1, 2009 a prescription drug reimbursement pool totaling \$15,000.00 shall be established. During the 2009-2010 school year, any prescription co-pay expense (according to MESSA plan guidelines, excluding over-the-counter medications) up to \$20.00 per script shall be reimbursed by the board after any employee has documented (\$500.00 July 1, 2009 to June 30, 2010) in prescription expenses. Total reimbursement through June 30, 2010 will not exceed \$15,000.00 including other district employees in the MESSA \$10/\$20 Rx program. Any remaining funds in the reimbursement pool will be used to offset future increases in health care. All reimbursement requests must be signed by the employee and must have the receipt's attached to the signed reimbursement form.

Any prescriptions that are reimbursed through Flexible Spending Account (FSA), a spouse's health insurance policy or any other type of other reimbursement are not eligible for reimbursement through this pool.

ARTICLE XIX

GRIEVANCE PROCEDURE

1. A grievance is defined as a claim by a teacher, group of teachers, or the Association, based upon:
 - a. any event or condition which affects the conditions of employment or circumstances under which teachers function; or
 - b. any alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2.
 - a. 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 teacher in her/his first two (2) full years of employment at Ionia Public Schools.
 - 2.) any matter involving a probationary teacher 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 5th person agreed upon by both the Board and the Association.
- 3.
 - a. The discharge of a tenured teacher shall not be the basis of a grievance under this Agreement.
 - b. For any other matter for which the Michigan Teacher Tenure Act provides relief, the teacher may within thirty (30) days, elect a remedy as provided either under the Act or the grievance procedure. It is expressly understood that the teacher may not elect both remedies.
- 4. Depending upon the level reached in processing the grievance, a "party of interest" shall be defined as the teacher or group of teachers, or the Association, on the one hand, and the Superintendent or her/his designated agent, or the Board, on the other.
- 5. The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, agreeable and equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept confidential.
- 6.
 - a. The appropriate building principal is designated as the administrative representative for Level One of this procedure.
 - b. The Superintendent is the administrative representative for Level Two, but he/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.
- 7.
 - 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.) There shall be no appeal from an Arbitrator's decision, if it is within the scope of her/his authority, as set forth in Section 1 above. It shall be binding upon the Association and the Board. The Association shall not finance directly any of its members in any appeal to court or labor board from a decision of an Arbitrator. Non-compliance with the Arbitrator's decision by either party within thirty (30) days shall be just cause for appeal to a court of competent jurisdiction.
 - 3.) The fees and expenses of arbitration shall be shared equally by the Board and the Association provided that the Association agrees to support the grievance. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - 4.) The Arbitrator cannot grant relief extending beyond the termination date of this Agreement.
- 8. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed under the terms of this Agreement up to Level Two.
- 9. 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.
- 10. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final resolution of the grievance.

11. The Association is prohibited from processing a grievance in behalf of a teacher without her/his consent.
12. Any party of interest may be represented at any meeting or hearing and all steps and stages of the grievance procedure.
13. Forms for filing and processing a grievance shall be mutually agreed upon by the Board and the Association.
14. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/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 XX

SABBATICAL LEAVE

1. Teachers who have been continuously employed in, or on leave from, the Ionia Public Schools for ten (10) years or more may be granted upon request of the teacher and approval of the Board, a Sabbatical Leave for one (1) year to work toward an advanced degree related to teaching. During said Sabbatical Leave the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) of the Schedule A salary, with all fringe benefits to be continued during the year of Sabbatical Leave.
2. Upon return from Sabbatical Leave a teacher shall be restored to her/his former position, if available, or to a position of like nature and status, and shall be placed in the same position on the salary schedule as he/she would have been, had he/she taught the year he/she took her/his Leave.
3. The teacher must return to the school system and remain at least four (4) school years after such Sabbatical Leave. It is expressly agreed that the Board may require the teacher to enter into an agreement whereby the full salary and the full monetary value of all fringe benefits paid to the teacher during the Sabbatical Leave may be recovered, in the event the teacher fails to perform for such period of years, provided he/she is physically, mentally, and emotionally capable of doing so, in the opinion of a medical doctor of the Board's choosing.

ARTICLE XXI

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 IX 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 XVI unless prohibited by law.

ARTICLE XXII

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. A teacher who violates the above standards may face disciplinary action, up to and including termination.
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 shall receive the same consideration, benefits, and opportunity for treatment which is 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. If, in the principal's opinion, the alleged substance abuse is causing poor attendance or unsatisfactory job performance by 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. However, if an administrator has reason to suspect a teacher is under the influence of alcohol or illegal substances, that administrator may suggest that the teacher obtain an independent test within a reasonable amount of time.

ARTICLE XXIII

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 XXIV

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. Annually authorized Vocational Education teachers hired after January 1, 1989, shall be paid on the Annually Authorized Vocational Education column located on Schedule A, unless they possess a full vocational authorization certificate valid for the course(s) they are teaching, in which case they will be paid according to Section 1 above.
3. Section 2 above shall apply neither to those annually authorized teachers hired from Ionia County Public School systems whose positions were eliminated as a result of the opening of the Vocational Center nor to present Association members hired prior to January 1, 1989.
4. If a teacher meets the requirements for a degree by the beginning of a trimester, placement on the salary schedule for that trimester 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 trimester.
5. 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. For fully authorized Vocational Education teachers newly employed in the Vocational Center, outside relevant and verifiable business or industry experience may be granted to a maximum of nine (9) years for credit on the salary schedule at the rate of three (3) years of experience for each year of salary schedule credit.
 - c. No credit for voluntary military service will be allowed on the salary schedule.
6. No credit shall be allowed on the salary schedule for substitute teaching experience.
7. 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.
8. 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 XXV

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 VII, Section 4 a and b | -- | Added classes provisions |
| Article IX, Section 2 c and d | -- | Schedule issues for grades 7-12 |
| * Article X | -- | Teaching assignments provisions |
| Article XI, Section 5 | -- | Preparations |
| * Article XII | -- | Vacancies |
| Article XIII, Sections 2 and 3 | -- | Bumping and recall procedures |

- 3. After consultation with Alternative Education teachers, the Administration shall make the final determination in establishing teacher class schedules and in filling vacancies.
- 4. In the event it becomes necessary to layoff or recall fulltime Alternative Education teachers within the Alternative Education program, the following criteria will be taken into consideration:
 - a. any mandates under the Michigan Teacher Tenure Act
 - b. the endorsements listed on the teaching certificates and the corresponding subject areas taught
 - c. the subject areas taught under the State of Michigan Guidelines for Alternative Education Programs for which a teacher has no certificate endorsement and
 - d. seniority.

* Delete effective with the start of the 2010-2011 collective bargaining agreement.

ARTICLE XXVI

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

Article X -- Teaching assignments provisions

Article XII -- Vacancies

Article XIII, Sections 2 and 3 -- Bumping and recall procedures

3. After consultation with Kinderstart teachers, the Administration shall make the final determination in establishing teacher class schedules and in filling vacancies.

4. In the event it becomes necessary to layoff or recall fulltime Kinderstart teachers within the Kinderstart program, the following criteria will be taken into consideration:

- a. any mandates under the Michigan Tenure Act
- b. the endorsements listed on the teaching certificates and the corresponding subject areas taught
- c. seniority

5. Regarding Articles X, XII, and XIII, unless placement is required by the Michigan Teacher Tenure Act:

- a. neither teachers in the K-12 program (including pre-school) shall be eligible for placement in the Kinderstart program
- b. nor shall teachers in the Kinderstart program be eligible for placement in the K-12 program.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

1. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect or concluded during the term of this Agreement. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
2. Copies of this Agreement shall be furnished at the expense of the Board and be made available to all teachers now employed or hereafter employed by the Board.
3. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall remain in effect until one (1) day prior to the first day that teachers are to report for the 2010-2011 school year. Extensions of this Agreement shall be made only by mutual agreement of the Association and the Board.

BOARD OF EDUCATION:

DATE OF SIGNING:

President

_____, 2008

Secretary

IONIA EDUCATION ASSOCIATION:

DATE OF SIGNING:

President

_____, 2008

Chief Negotiator

**Letter of Agreement
Between the
Ionia Public Schools Board of Education
and the
Ionia Education Association**

It is hereby agreed as follows:

Teachers must provide evidence of being "Highly Qualified" as defined by the No Child Left Behind Act by May 8, 2009.

It is agreed that any tenured teacher who occupies a Special Education position, as defined by No Child Left Behind, in the 2008-2009 school year and who will not be "Highly Qualified" for that position by June 30, 2009, then she/he, for the purposes of the Spring 2009 Assignment/Bid-Bump Meeting, will not be considered displaced as defined by Articles X and XIII of the Master Agreement. The teacher will be laid off unless, as the Tenure Act requires, there is a probationary teacher who occupies a position for which the tenured teacher is both certified and qualified.

For the Board

Date

For the IEA

Date

SCHEDULE A

2008-2009 SALARY
SCHEDULE

| INDEX | STEP | ANNUALLY AUTHORIZED | | | |
|-----------|------|----------------------|---------------|-----------|-----------------------|
| | | VOCATIONAL EDUCATION | BACCALAUREATE | MASTERS | SPECIALIST/ DOCTORATE |
| 1.00 | BASE | 31,008.00 | 34,455.00 | 37,901.00 | 39,797.00 |
| 1.05 | 1 | 32,558.00 | 36,178.00 | 39,796.00 | 41,787.00 |
| 1.10 | 2 | 34,109.00 | 37,901.00 | 41,691.00 | 43,777.00 |
| 1.15 | 3 | 35,659.00 | 39,623.00 | 43,586.00 | 45,767.00 |
| 1.20 | 4 | 37,210.00 | 41,346.00 | 45,481.00 | 47,756.00 |
| 1.25 | 5 | 38,760.00 | 43,069.00 | 47,376.00 | 49,746.00 |
| 1.30 | 6 | 40,310.00 | 44,792.00 | 49,271.00 | 51,736.00 |
| 1.35 | 7 | 41,861.00 | 46,514.00 | 51,166.00 | 53,726.00 |
| 1.40 | 8 | 43,411.00 | 48,237.00 | 53,061.00 | 55,716.00 |
| 1.46 | 9 | 45,272.00 | 50,304.00 | 55,335.00 | 58,104.00 |
| 1.52 | 10 | 47,132.00 | 52,372.00 | 57,610.00 | 60,491.00 |
| 1.58 | 11 | 48,993.00 | 54,439.00 | 59,884.00 | 62,879.00 |
| LONGEVITY | | | | | |
| 1.64 | 15 | 50,853.00 | 56,506.00 | 62,158.00 | 65,267.00 |
| 1.66 | 20 | 51,473.00 | 57,195.00 | 62,916.00 | 66,063.00 |
| 1.68 | 25 | 52,093.00 | 57,884.00 | 63,674.00 | 66,859.00 |
| 1.68 | 30 | 52,093.00 | 57,884.00 | 63,674.00 | 66,859.00 |

SCHEDULE A

2009-2010 SALARY
SCHEDULE

| INDEX | STEP | ANNUALLY AUTHORIZED | | | |
|-----------|------|----------------------|---------------|-----------|-----------------------|
| | | VOCATIONAL EDUCATION | BACCALAUREATE | MASTERS | SPECIALIST/ DOCTORATE |
| 1.00 | BASE | 31,473.00 | 34,972.00 | 38,470.00 | 40,394.00 |
| 1.05 | 1 | 33,047.00 | 36,721.00 | 40,394.00 | 42,414.00 |
| 1.10 | 2 | 34,620.00 | 38,469.00 | 42,317.00 | 44,433.00 |
| 1.15 | 3 | 36,194.00 | 40,218.00 | 44,241.00 | 46,453.00 |
| 1.20 | 4 | 37,768.00 | 41,966.00 | 46,164.00 | 48,473.00 |
| 1.25 | 5 | 39,341.00 | 43,715.00 | 48,088.00 | 50,493.00 |
| 1.30 | 6 | 40,915.00 | 45,464.00 | 50,011.00 | 52,512.00 |
| 1.35 | 7 | 42,489.00 | 47,212.00 | 51,935.00 | 54,532.00 |
| 1.40 | 8 | 44,062.00 | 48,961.00 | 53,858.00 | 56,552.00 |
| 1.46 | 9 | 45,951.00 | 51,059.00 | 56,166.00 | 58,975.00 |
| 1.52 | 10 | 47,839.00 | 53,157.00 | 58,474.00 | 61,399.00 |
| 1.58 | 11 | 49,727.00 | 55,256.00 | 60,783.00 | 63,823.00 |
| LONGEVITY | | | | | |
| 1.64 | 15 | 51,616.00 | 57,354.00 | 63,091.00 | 66,246.00 |
| 1.66 | 20 | 52,245.00 | 58,054.00 | 63,860.00 | 67,054.00 |
| 1.68 | 25 | 52,875.00 | 58,753.00 | 64,630.00 | 67,862.00 |
| 1.68 | 30 | 52,875.00 | 58,753.00 | 64,630.00 | 67,862.00 |

SCHEDULE B

COMPENSATION FOR EXTRA DUTIES
2008-2009 and 2009-2010

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. An outside applicant will not be awarded a position over an Association member unless the applicant's qualifications are substantially superior.
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.
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% |
| ** Agriculture..... | 49/38 |
| ** 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% |
| | A-V Director..... | 8% |
| ** | 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, Boys Varsity..... | 8% |
| | Cross Country, Girls Varsity..... | 8% |
| | Cross Country, M.S..... | 4% |
| | Cross Country, M.S. Asst..... | 2% |
| | Curriculum Resource Teachers: (only one position per teacher) | |
| | PK-2 ELA..... | \$2,000.00 |
| | 3-5 ELA..... | \$2,000.00 |
| | PK-5 Math..... | \$2,000.00 |
| | PK-5 Science..... | \$2,000.00 |
| | PK-5 Social Studies..... | \$2,000.00 |
| | 6-8 ELA..... | \$2,000.00 |
| | 6-8 Math..... | \$2,000.00 |
| | 6-8 Science..... | \$2,000.00 |
| | 6-8 Social Studies..... | \$2,000.00 |
| | 9-12 ELA..... | \$2,000.00 |
| | 9-12 Math..... | \$2,000.00 |
| | 9-12 Science..... | \$2,000.00 |
| | 9-12 Social Studies..... | \$2,000.00 |
| | Curriculum Writers..... | \$84.31 /diem in 2008-2009 \$85.57 /diem in 2009-2010 |

SCHEDULE B (Cont.)

| | |
|---|--|
| ** Debate..... | 4% |
| Dept. Chairpersons, H.S.....(9) | |
| Business Ed..... | 4% |
| English..... | 4% |
| Fine Arts..... | 4% |
| Foreign Language..... | 4% |
| Industrial Arts..... | 4% |
| Math..... | 4% |
| Physical Ed..... | 4% |
| Science..... | 4% |
| Social Studies..... | 4% |
| Dept. Chairpersons, M.S.....(5) | |
| Literary Arts..... | 4% |
| Math..... | 4% |
| Practical Arts..... | 4% |
| Science..... | 4% |
| Social Studies..... | 4% |
| Destination Imagination..... | 3% |
| Drivers Education..... | \$23.35/hr. in 2008-09 \$23.70/hr. in 2009-10 |
| EDP, M.S. | 3% |
| 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% |
| Football, 8th Grade..... | 4% |
| Football, 7th Grade..... | 4% |
| ** Forensics..... | 4% |
| Golf, Boys..... | 5% |
| Golf, Girls..... | 5% |
| Independent Study Supervision per student per semester..... | 0.5% |
| Instructional Consultation Team Buddy (initial year only)..... | 3% |
| Junior Class Advisor..... | 3% |
| Lunch Room Supervision, H.S..... | \$20.97/hr in 2008-2009 \$21.28/hr in 2009-2010 |
| MEAP Tutoring, H.S..... | \$23.35/hr in 2008-2009 \$23.70/hr in 2009-2010 |
| National Honor Society..... | 6% |
| North Central Chairperson, M.S..... | 4% |
| North Central Chairperson, H.S..... | 4% |
| ** Play Director, (ea. play)..... | 4% |
| Play Director, Art (ea. play)..... | 2% |
| Play Director, Costumes (ea. play)..... | 2% |

SCHEDULE B (Cont.)

| | | |
|-----|---|--|
| ** | Play Director, Vocal Music (ea. play)..... | 2% |
| | Pom Pon, H.S..... | 3% |
| | Quiz Bowl or Academic Track, H.S..... | 4% |
| *** | Recess Supervision, Elementary..... | \$20.97/hr in 2008-2009 \$21.28/hr in 2009-2010 |
| | 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% |
| | Spotlight Director..... | 2% |
| | Strength Coach..... | |
| | Fall..... | 7% |
| | Winter..... | 7% |
| | Spring..... | 7% |
| | Summer..... | 9% |
| | Student Council, H.S..... | 7% |
| | Student Council, H.I.T..... | 4% |
| | Student Council, M.S..... | 5% |
| | Swimming, Boys Varsity..... | 6% |
| | Swimming, Asst. Boys Varsity..... | 4% |
| | Swimming, Girls Varsity..... | 6% |
| | Swimming, Asst. Girls Varsity..... | 4% |
| | Tennis, Boys Varsity..... | 6% |
| | Tennis, Boys J.V..... | 4% |
| | 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..... | 8% |
| | Volleyball, Asst Varsity..... | 5% |
| | Volleyball, Freshman..... | 4% |
| | 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. Recess participation will not take place when physical education class is held during that AM or PM portion of the day.

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. Chuck Warner, and Jim Merrifield will continue to be paid for the Schedule B activities each held during the 2001-2002 fiscal year at MA, Step 11, provided each remains continuously employed in the positions.
2. Should any of the above individuals leave the position(s) held during the 2001-2002 fiscal year or assume another position, he/she shall be paid as forth in Schedule B.

For the Board

For the Association

Date

Date