

6-30-71

1970-71  
IRON MOUNTAIN

Iron Mt. 17

1970

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~1969~~ 1970 by and between the School District of Iron Mountain, the City of Iron Mountain, Michigan, hereinafter called the "Board" and the Iron Mountain District Education Association, hereinafter called the "Association". Contract shall be dated from July 1, 1970 to June 30, 1971.

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

I

RECOGNITION

1. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. The term "teacher" when used hereinafter in this Agreement, will refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
  
2. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

II

ASSOCIATION AND BOARD RIGHTS

1. Nothing in this contract shall supersede the legal authority or responsibilities of the Board of Education as defined by State Law and the School Code or the provisions of the tenure laws and its optional provisions adopted by the Board of Education on August 29, 1964. This includes provisions of school law as defined in Chapter IV, 75-95 for school districts of the third class or the provisions of Public Act 379.

Iron Mountain School District

MEA  
1216 Kendall  
East Lansing, Mich.  
48823

2. Nothing in the Statement of Policies and Practices of the Iron Mountain Schools revised July 23, 1965 shall supersede any of the terms or agreements made in this contract.
3. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), census and membership data, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the school district, together with information which may be necessary for the Association to process any grievance or complaint.
4. The Board shall advise the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

### III

#### PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES

1. Teachers may during the first six weeks after the opening of school sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association.) Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
2. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. This list shall be provided by the Association.



3. Any teacher who is not a member of the Association in good standing or who does not make application for membership within sixty days from the commencement of teaching duties, shall pay as a fee to the Association an amount equal to the membership dues payable to the Association, the NEA and MEA, provided however that the teacher may authorize payroll deduction for said fee in the same manner as provided in Paragraph 1 of this article. In the event that a teacher does not remit the above mentioned fee within sixty days of the commencement of school then upon notification by the Association the Board shall deduct said fee from the teachers salary as provided for in Paragraph 1 above and shall remit said fee to the Association treasurer as it is deducted. These fees will be earmarked for events which are a part of the total school program, such as: Honors Banquet, Retirement Banquet Funds, or similar projects.

The following statement will be included in every teachers tenure or probationary contract: I, the undersigned teacher, authorize the payroll deduction as provided in Article III, Paragraph 3 of the Master Agreement.

#### IV

#### TEACHING CONDITIONS

1. Grading periods in the Iron Mountain Public Schools shall be a 9-9-1. This means that official grades and reports to parents shall be issued at the end of the 9th week. A system has been devised for reporting to parents at mid-marking periods or at any other time deemed necessary regarding unsatisfactory pupil accomplishment. The provisions for doing this shall be worked out mutually between the teachers and the administrative staff. It shall be the duty and responsibility of teachers to maintain contact with parents whenever deemed necessary for the mutual understanding of problems relating to pupil achievement.
2. Teachers whose classes are being taught by special teachers may be excused from attendance by the special teacher in charge.
3. Two half days per semester will be set aside for parent-teacher conferences in the elementary grades. No students will be in school during these sessions. The time of the parent-teacher conferences at semester end will be scheduled to conform to the State attendance rules.
4. The school board shall provide part time secretarial help in buildings having teaching principals.
5. Orientation for teachers who are new to the Iron Mountain School System shall be held prior to the opening of school in the fall.

6. Teachers will make out their requisitions in three carbon copies of which one will be given to their principal, one to the department head and one retained by the teacher. The Board of Education will give the proposed budget for the following year to the department heads by April first. By June first the department head will notify the teachers of those items that will not be considered in their requisitions. One month prior to the start of school, the department head will notify the teachers of the new materials available to them.
7. Dismissal time on Fridays shall be made uniform for all teachers unless a class with students in attendance prohibits this.
8. The Board shall strive to maintain a reasonable pupil-teacher ratio in classrooms as recommended by North Central Association.
9. The school calendar should be equal for secondary and elementary.
10. Field trips - requests should be made to building principals two weeks in advance.
  - a. Local trips which shall be paid for by Board are subject to review by the Superintendent before final permission is granted.
  - b. Out of town trips the cost of which shall be shared by Board must be approved from the very beginning with the presentation of a plan for financing any trip.

V

VACANCIES, PROMOTIONS, ASSIGNMENTS

1. Any vacant positions shall be posted for a period of ten (10) working days unless a shorter period of time is necessary and agreed upon by the President of the Local M.E.A. Chapter and the Professional Problems Committee. Posting shall include a description of the position and the compensation. The Board of Education shall have the full responsibility of reviewing qualifications and establishing standards.

2. All teachers shall be notified in writing, not less than 30 days prior to the opening day of school, of specific teaching assignments. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable, and prior to May 1. Such changes will be voluntary to the extent possible. The duties shall be specified within the range of duties in the areas to be taught.
  
3. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials.

## VI

### ILLNESS OR DISABILITY

#### 1. Sick Leave:

One day per month (10 days per school year) for illness, or death in the immediate family will be allowed with no deduction of pay. Unused sick leave days are allowed to accumulate without limit beginning with the accumulated balance remaining under the previous plan as of June 15, 1966. The Board of Education reserves the right to determine whether the absence for illness was bonafide and at its discretion may require a doctor's statement.

Teachers shall be granted their sick leave allowance in advance for the current semester (5 days). Example: a beginning teacher has five days of illness during the first month of school. This teacher may use five days of sick leave and be paid up to five days. The status of the accumulative sick leave bank shall be stated on each individual teacher contract.

Illness due to compensible injury under Workman's Compensation Insurance shall not be covered by sick leave pay for wages paid by compensation insurance nor shall such absence be deducted from sick leave allowance. Time lost due to the specific diseases of mumps, measles, scarlet fever, and chickenpox will not be deducted from sick leave. The difference between compensation insurances and regular pay may be paid the teacher during a compensated absence up to the limit of accumulated sick leave with a pro-rate deduction from sick leave by agreement between the Board of Education and the teacher.

## VII

### BUSINESS DAY

1. Two days per year shall be provided each regular teacher, under contract, as a leave day to conduct legitimate personal business, professional and/or family obligations a teacher may encounter and cannot be met outside the regular school day. A statement of purpose to the Principal shall be required two weeks prior to the leave and shall have his full approval. This time shall not be used for the following purposes:

- a. Applying for other employment.
- b. For purposes of outside business interests.
- c. For outside class homework or preparation that can be handled outside school hours.
- d. For weddings or other outside ceremonies, other than within the immediate family.

Emergencies may be handled directly by the Principal.

2. For all other absences not covered by sick leave or personal leave except when on school business authorized by the Board of Education or superintendent, pay shall be deducted at the rate of 1/190th of the teachers annual salary exclusive of extra curricular pay received for individual teaching assignment for each day of absence. Exceptions may be granted only by action of the Board of Education.

3. If a teacher is called for jury duty he shall use his business days. After this, the teacher shall be compensated at a rate of the difference between his normal pay and that provided by jury duty if this duty is extended beyond the personal day limit.

4. The M.E.A. Association shall be granted a "bank" of five days per year for the purpose of releasing its representatives from regular duty, to participate in area, state, or regional meetings of the Michigan Education Association or National Education Association. The time must be drawn from the "bank" in blocks of half or full days. The staff member must notify his building principal at least one week in advance. The Association will assume expense of substitute salary.

5. No teacher shall be gone from the teaching classroom situation in front of students for aggregate accumulation of five days per year taken from bank, personal or conference days, barring illness or injury.



## VIII

### LEAVES OF ABSENCE

1. Leave of absence for a period of not to exceed one year may be granted by the Board of Education for the purpose of further study.
2. No teacher may teach after the fifth month of pregnancy. At the option of the Board of Education and only for the benefit of the school district, this time may be extended, but in no case by more than one month. Maternity leave shall be granted to tenure teachers only and in no case less than one semester nor more than one year plus the remainder of the current year during which leave is granted. Teachers who do not return at the expiration of leave granted will have forfeited their tenure rights to their position but shall have priority for any vacancy for which they are qualified for a period of one additional year.
3. Leave of absence for extended illness or recuperation may be requested from the Board of Education.

## IX

### PROFESSIONAL IMPROVEMENT, BEHAVIOR AND MAINTENANCE OF STANDARDS

1. It has been and shall be the policy of the Board of Education to encourage attendance of teachers to workshops and conferences that will improve their educational effectiveness in their teaching assignments.

#### Local Conferences and Workshops:

- a. A local conference shall be defined as within 100 miles.
- b. Car allowance will be allowed for one car when five (5) teachers or less attend the same workshop or conference. Transportation shall be pooled wherever possible.
- c. Car allowance shall be allowed at the rate of 9¢ per mile, state highway mileage to be used. Actual cost of lodging, meals, and registration fees shall be reimbursed in full.

#### Other Conferences and Workshops:

- a. Applications for these shall be submitted to the Board far enough in advance to be handled at their regular board meeting on the third Monday of each month. They will approve or reject.
  - (1) The request to the Board shall include:
    - (a) Description of conference.
    - (b) All cost factors.
    - (c) Value to District.
  - (2) Car allowance shall be allowed at the rate of 9¢ per mile, state highway maps to be used. Actual cost of lodging, meals, and registration fees shall be reimbursed in full.

- (3) When other schools are involved, mileage costs shall be shared when possible.
- (4) A brief summary of all conferences and workshops shall be submitted to the Board at its next meeting.

2. The Board and Association hereby establishes a Professional Improvement Committee consisting of three members of the Board, four members of the Negotiating Committee of the Association, and the Superintendent. The purpose of this group shall be to discuss items of mutual concern to the educational process of the school. This Committee shall meet on each third Thursday of each month at 7:30 P.M. in the Board Room of the Administration Building.

3. Teachers will comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety.

4. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. A copy of the Code of Ethics should be attached to the Master Contract.

5. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

6. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. All materials, relative to this paragraph, distributed by the Association shall be presented to the Board and Administration before distribution.

7. Any teacher who is to be relieved of extra curricular activities will be informed prior to the action.



8. The elementary school teachers will report to their respective buildings at 8:00 A.M. The classes will start at 8:30 A.M. The morning kindergarten will begin at 8:30 A.M. and end at 11:15 A.M. The afternoon kindergarten will begin at 12:45 P.M. and end at 3:15 P.M. The first three grades will dismiss at 11:15 A.M. and the fourth, fifth, and sixth grades will dismiss at 11:30 A.M. Afternoon teachers shall report at their buildings at 12:30 P.M. School will start at 12:45 P.M. The kindergarten through sixth grades will dismiss at 3:15 P.M. All teachers will remain on duty in their classrooms for 30 minutes after dismissal. The length of the school day in the elementary system must be equal time between A.M. and P.M. classes.

X

PROFESSIONAL COMPENSATION

1. Any teacher who assumes extra class or classes shall be paid 1/6 of his base (experience level) B.A. or M.A. salary per extra class taught.

A review committee will be established to review hours beyond the masters for payment on the salary schedule.

2. Teachers shall be paid every other Friday starting with September 11, 1970. Each regular payday will be in the amount of 1/26th of the person's salary.

September	11 and 25
October	9 and 23
November	6 and 20
December	4 and 18
January	1 and 15 and 29
February	12 and 26
March	12 and 26
April	9 and 23
May	7 and 21
June	4 and 18 - if available, the remainder of the contract will be paid at this time. If not available, the remainder of the contract will be paid on June 30.

3. Pre-season pay will be paid on August 28.

1/4 of difference between B.A. and M.A. salary will be given for each 8 hour block of credit toward approved M.A. Degree.

4. Credits will be accepted up to September 1 and February 1 of each given year at which time payrolls will be made out and remain so until next prescribed date.

5. A new teacher entering the Iron Mountain School System may be hired up to the 7th year level on the salary schedule. This limit shall be increased one year during each subsequent year until the maximum number of years is the top of the schedule. This shall not be retroactive to the present staff.

## XI

### INSURANCE

1. The Board shall provide 100% of hospitalization insurance for each teacher, spouse, and child, consisting of the Basic M.E.A. Super-Med plan should the teacher elect this coverage. Should the teacher elect to take a lesser hospital plan the difference will not be applicable to other types of insurance.

## XII

### GRIEVANCE PROCEDURE

1. Definition:
  - A. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement.
  - B. The term "teacher" as defined in Section I, page 1, may include any individual or group of teachers who are certificated and who are members of the teaching faculty.
  - C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
  - D. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

#### Purpose:

The primary purpose of the procedure set forth in this Section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter with any appropriate member of the administration.

#### Structure:

In regard to the structure of the grievance committee or its procedure within its own group, this shall be the prerogative of the Iron Mountain Education Association and the aggrieved teacher. The aggrieved teacher may choose to be represented in a grievance if they so desire. The grievance shall be originated by the teacher and not by a second party.

Procedure:

Nothing in the grievance procedure shall require the Board of Education to abrogate any of its legal duties, responsibilities or procedures nor abrogate the legal rights of any teacher as defined under school laws, the tenure laws, the right of appeal or the right of arbitration as defined in Act No. 379, the 1965 amendment to the Hutchinson Act. If the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

2. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation of advantage, the same or its equivalent in money shall be paid to him.
3. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
4. Should any grievance arise, the same shall be brought to Step 1 of the Grievance Procedure by the affected teacher(s) within five (5) school days of occurrence.

Step 1 By conference between the aggrieved teacher(s), Association Representative, or both and his principal. If not resolved then,

Step 2 By conference between the teacher(s), Association Representative, the Principal and the superintendent or his designee.\*

Step 3 By conference between the Board of Education and such Association representatives as designated by the Association. The Board will be notified of the intent to invoke Step 3 and the meeting shall occur within ten (10) school days.

Step 4 In the event the grievance is not settled through Step 3, it shall be referred to an impartial arbitrator agreeable to both parties for binding settlement. If no agreement can be reached as to the selection of an arbitrator the issue shall be referred to the American Arbitration Board for binding settlement.

In each step of this process the Grievance must be reduced to writing.

\* Steps 1 and 2 shall be completed within five (5) school days. If not settled through Step 2, the teacher(s), within ten (10) days after Step 2, effect Step 3.



### XIII

#### NEGOTIATING PROCEDURES

1. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. Negotiations must begin by March 1.
  
2. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
  
3. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures.

SALARY SCHEDULE

Years Exp.	B.A.	M.A.	M.A.+8	M.A.+16
	1.04	1.05	1.052	1.054
0	7,400	8,000	8,100	8,200
1	7,696	8,400	8,521	8,643
2	8,004	8,820	8,964	9,110
3	8,324	9,261	9,430	9,601
4	8,657	9,724	9,921	10,120
5	9,003	10,210	10,437	10,666
6	9,363	10,721	10,979	11,242
7	9,738	11,257	11,550	11,850
8	10,127	11,820	12,150	12,489
9	10,533	12,411	12,783	13,164

IRON MOUNTAIN HIGH SCHOOL ATHLETIC DEPARTMENT

COACHING & WORKERS' SALARIES

Athletic Director	* 10%	Plus Release Hour
Varsity Football	10%	3 Weeks - Pre-school - Pro-Rated (Meaning: the same salary as 3 weeks of regular salary)
Varsity Assistant Football	7%	
J. V. Football	7%	
Assistant J. V. Football	6%	
Frosh Football	5%	1 week - Pre-school - Pro-Rated
Assistant Frosh Football	3%	
Jr. High Football	4%	
Assistant Jr. High Football	2%	
Cross Country	4%	
Varsity Basketball	10%	1 week for Holiday (Pro-Rated)
J. V. Basketball	7%	1 week for Holiday (Pro-Rated)
Jr. High Basketball	4%	
Wrestling	10%	1 week for Holiday (Pro-Rated)
Assistant Wrestling	7%	1 week for Holiday (Pro-Rated)
Tennis	4%	
Golf	4%	
Track	6%	
Assistant Track	4%	
Skiing	4%	
Gymnastics	7%	
Cheerleading	2%	
Girl's Athletic Association	3%	
Assistant for Girl's Athletics	3%	
Ticket Personnel	\$3.00	Based on approximately 3 hours per worker - per game
Scoring Personnel	per hour \$2.00	
Ushering & Crowd Control	per hour	

\* (% - is to read) - % of starting base salary!



EXTRA CURRICULAR ACTIVITIES

<u>Internal Accounting</u>	<u>\$300.00</u>
<u>East Elementary Library</u>	<u>50.00</u>
	<u>100.00</u>
<u>Argonaut</u>	<u>100.00</u>
<u>Debate</u>	<u>125.00</u>
<u>Dramatics</u>	<u>225.00</u>
<u>Forensics</u>	<u>100.00</u>
<u>Junior Class</u>	<u>200.00</u>
<u>Mountaineer</u>	<u>150.00</u>
<u>Senior Class</u>	<u>200.00</u>

IRON MOUNTAIN CITY SCHOOLS  
SCHOOL CALENDAR FOR YEAR 1970-71

August 31 (Monday) School Opens - Classes will begin at the regularly scheduled times.

October 30 (Friday) End of First Marking Period.

November 25 (Wednesday) beginning of Thanksgiving Recess with the close of school on this day. School closes at 4:00 P.M. November 26 and 27 - No School.

December 18 (Friday) Christmas Recess begins with the close of school on this day.

January 4 (Monday) School Resumes.

January 22 (Friday) End of First Semester.

March 26 (Friday) End of Third Marking Period.

April 8 (Thursday) Easter Recess begins with the close of school at 4:00 P.M.

April 14 (Wednesday) School Resumes at 8:00 A.M.

May 31 (Monday) Memorial Day - school not in session.

June 4 (Friday) School Closes - Report cards distributed at 9:00 A.M. Senior cards will be mailed.

June 1 and 2 - Students will be in school.

June 3 Teachers will have this day for closing books, marking cards, etc.

<u>School Month</u>	<u>Membership</u>
September	22
October	22
November	19
December	14
January	20
February	20
March	23
April	19
May	20
June	<u>2</u>
	181 TOTAL

SPECIAL DATES: June 1 - Junior-Senior Banquet  
 June 2 - Senior Picnic  
 June 3 - Graduation Day

(This Page For Information Only - It Is Not Part Of The Contract)

MASTER TEACHING CONTRACT

IRON MOUNTAIN CITY SCHOOLS

The ratification of this agreement with full endorsement  
of both parties, is hereby concluded on the \_\_\_\_\_ day of  
\_\_\_\_\_, 1970.

Board of Education

Iron Mountain Education Association

*James B. [Signature]*  
*James M. Klingness*  
*Don Kasaich*  
*Glen [Signature]*  
*James A. K.*  
*Robert [Signature]*  
\_\_\_\_\_

President  
Secretary

*Kenneth Van Halle*  
*Richard [Signature]*  
*Norman Johnson*  
\_\_\_\_\_  
\_\_\_\_\_



# The Michigan Teachers' Code

## *bligation to Pupils*

The primary consideration of the educator should be the present and future welfare of the pupils placed in his charge. He should seek to prepare pupils to be socially and economically efficient in the home, school, and community, and to be personally happy as a member of society.

## *bligation to Parents*

The educator, recognizing the authority of the parent over the pupil, should be willing to share this responsibility and cooperate with the parents for the best interest of the child.

## *bligation to the Public*

The educator should consider himself in a position of public trust and should, therefore, conduct himself so that he increases respect for his profession and for public education. Realizing his responsibility for leadership, the educator should be ready to counsel and confer with all who have an interest in education.

## *bligation to Profession*

The educator should at all times maintain an attitude of constructive cooperation, guiding those under his direction, assisting his associates, and respecting the leadership of those charged with responsibility. By recognizing the dignity of the profession, he should help to maintain a high standard of loyalty and service.

