

1976

MASTER AGREEMENT

BETWEEN THE

P.O. Box 280
Iron Mountain, Mich.
49861

BOARD OF EDUCATION

IRON MOUNTAIN CITY SCHOOL DISTRICT

AND THE

UPPER MICHIGAN EDUCATION ASSOCIATION-MICHIGAN EDUCATION ASSOCIATION

(U.P.E.A. - M.E.A.)

1975 - 1976

Iron Mountain City School District

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MASTER CONTRACT

This agreement entered into this 3rd day of November, 1975 by and between the School District of Iron Mountain, the City of Iron Mountain, Michigan, hereinafter called the "Board" and the Upper Peninsula Education Association and the Michigan Education Association, a Michigan Corporation, hereinafter call the "Association". Contract shall be dated from July 1, 1975 and expires June 30, 1976.

I

RECOGNITION

1. The Board hereby recognizes the Upper Peninsual Education Association (U.P.E.A.) and the Michigan Education Association (M.E.A.), hereinafter referred to as the Association, as the exclusive and sole bargaining representative for all certified teachers employed by the Board of Education; excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Community School Director, supervisors within the meaning of the Public Employment Relations Act, Title I Administrative Staff, teacher aids, substitute teachers; and all other non-teaching employees.
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

- A. 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.
2. Nothing in the Statement of Policies and Practices of the Iron Mountain Schools revised November 29, 1974 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 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, performance contracting 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.

RIGHTS OF THE BOARD

- B. The Board on its own behalf and behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws as amended and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the exclusive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications or their dismissal subject to provisions of tenure law and to promote and/or transfer all such employees.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To approve the means and methods of instruction, the selection of text books and other teaching materials and the use of teaching aids of every kind and nature.
 5. The Board and the Association recognizes that the Board under law, has the final responsibility for establishing policies for the district.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policy, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws as amended of the State of Michigan, and the Constitution and laws of the United States.

ACADEMIC FREEDOM

- C. The Board recognizes the educational profession's right and responsibility to insist that, relatively, children must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that:
1. The teacher must submit an outline to his supervisor of any "controversial" areas in order that the Board is aware of and has the opportunity to discuss the areas with the teacher and/or Association.
 2. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
 3. The Board shall be the final authority on the means, methods and content of Teachers' presentations to the student.

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 I 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 I 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. Parent-Teacher conferences will be arranged at the request of teachers or parents when necessary or in conjunction with PTO meetings.
4. Orientation for teachers who are new in the Iron Mountain School System shall be held prior to the opening of school in the fall.
5. 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.

6. Dismissal time on Friday shall be made uniform for all teachers unless a class with students in attendance prohibits this.
7. The Board will maintain a reasonable pupil-teacher ratio in classroom as recommended by North Central Association. Where class overloads are indicated, the affected teachers may request a meeting of a committee of the Board, Superintendent, Principals, and representatives of the Association to review the situation and seek possible remedies.

The Board will make every effort to equalize class size in the three elementary schools before the beginning of the 1976-77 school year. During the 1975-76 school year incoming elementary students will be placed in the class with the least number of students.
8. Field trips - request should be made to building principals two weeks in advance.
 - a. Local trips which shall be paid for by the 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 the Board, must be approved with the presentation of a plan for financing any trip.
 - c. If any class is required by the school curriculum as approved by the curriculum coordinators to have a field trip, the Board shall provide the transportation.
9. The Board will make every reasonable effort to provide additional typing and duplicating services for teachers.

V

REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

1. Teachers shall not be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the number of students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
2. Before the Board makes any reduction in personnel, it will first consult with the Association regarding the effects of such reduction.
3. In the event that a reduction of staff is deemed necessary, leaves of absence without pay will automatically be granted to any and all teachers affected by this reduction. During said leave of absence, such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums, therefore, at the payroll office. Also, the teacher's seniority shall remain unbroken despite such leave, and his accumulated sick leave shall not be canceled but shall remain credited to him.
4. If a reduction of staff is necessitated in accordance with the above provisions, a reduction of personnel will be made according to the following:
 - a. Seniority for the purposes of this reduction shall be defined as non-terminated years of employment in the school district. Leaves of absence shall not be considered terminations.
 - b. A seniority list of all teachers shall be prepared by the Board and verified by the Association.
 - c. Teachers on probation or annual contract will be released prior to teachers on tenure or continuing contract.
 - d. The order of reduction and recall will be according to academic needs, certification and seniority.

5. The Board and the Association will confer prior to making transfers and assignments regarding the reduction and recall of the professional staff.
6. If a position exists within the school district for which the released teacher is qualified and certified, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing, or it shall be determined that he has declined the position.
7. The Board agrees to abide by the provisions of the Teacher Tenure Act in notifying affected teachers.
8. Recalls will be in inverse order of lay offs.

ENERGY CRISIS STATEMENT

1. The Board shall not respond to the energy crisis in such a way as to affect the hours, salaries, or terms and conditions of employment of teachers, unless such a response is required by law, or is necessary to insure the health and safety of students and teachers, or is agreed to by the Association.
2. Should the Board and the Association disagree as to the requirements of the law, the Board shall not take action until it has first received a decision from the appropriate agency or court to the effect that such action is required by law.
3. In any event, before taking any action, the Board shall negotiate in good faith with the Association with regard to the impact such action will have on the hours, salaries, or terms and conditions of employment of teachers.

VI

VACANCIES, PROMOTIONS, ASSIGNMENTS, RETIREMENTS

1. Any vacant teaching positions and/or administrative positions shall be posted for a period of five (5) working days unless a shorter period of time is necessary and agreed upon by The President of the Local U.P.E.A. - M.E.A. or a representative of the negotiation committee. Posting shall include a description of the position. 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.
4. Retirements shall become mandatory at the end of a school year in which a person has reached his or her sixty-fifth (65th) birthday. The school year shall coincide with the effective dates of the Master Contract from July 1 through June 30.

VII

ILLNESS, BEREAVEMENT AND DISABILITY LEAVES

1. Sick leave: One day per month (10 days per school year) for illness, clinical examination, 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 1966 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 Workmen'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 insurance 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.

The Board reserves the right to exclude from sick leave, all maternity related disabilities.

VIII 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 is required upon the teacher's awareness of the business day prior to the leave with the following restrictions:
 - a. Applying for other employment.
 - b. Any recreation endeavor.
 - c. For graduate study in specific course preparation.
 - d. Begin an early vacation or to extend a vacation.

If a teacher wants to keep his/her reasons confidential he/she has that right.

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 1/183rd of the teacher's 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. The Association shall be granted a "bank" of six 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 "banks" 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.
4. 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.

5. If the teacher has no allowable sick leave, then the business day may include clinical examination.

IX
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. Maternity Leave shall be granted to teachers for not 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 maternity leave granted will have forfeited their seniority rights to that 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.
4. Requests for extended vacations, trips abroad, conventions pertaining to business other than the teaching profession, etc., will not be granted between the opening date of school and the ending date of school as contracted. Unusual circumstances will be considered specially by the Board of Education.

X
PROFESSIONAL IMPROVEMENT, BEHAVIOR AND MAINTENANCE OF STANDARDS

A. Conferences and Workshops: 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.

1. Local Conferences and Workshops:

- a. Application for local conferences shall be submitted to the Superintendent with cost estimates included before final approval is granted.
- b. A local conference shall be defined as within 100 miles.
- c. Car allowance will be allowed for one car when (5) teachers or less attend the same workshop or conference. Transportation shall be pooled wherever possible.
- d. Car allowance shall be allowed at the rate of 15¢ per mile, state highway mileage to be used. If flight is more expedient, the actual plane fare shall be reimbursed in full.

2. 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.
- b. The request to the Board shall include:

1. Description of conference.
2. All cost factors. (Form may be obtained from the Superintendent's Office.)
3. Value to District.

- B. 1. The terms and conditions of employment covered by this contract shall remain in effect for the life of this contract or until altered by mutual agreement. The Board and the Association hereby establishes a Committee consisting of the Negotiating team from each group and also shall include the Superintendent. The purpose of this committee shall be to discuss items of mutual concern relating to the educational process in the district and to allow for the free passage of ideas and information. This committee shall meet on the third Thursday of the month at 7:30 P.M. in the Board Room or as often as it is mutually agreeable.
2. Negotiations on a new contract must start by March 1.
 3. Teachers will comply with rules, regulations, and reasonable requests for time in addition to the regular specified school day as adopted by the Board or its representatives which are not inconsistent with the provisions of the Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety. All staff members will devote additional time for the purpose of curriculum study, preparation for NCA evaluations, development of performance objectives, study of student records, assistance to students in areas of subject matter, and supervision of extra curricular functions, as reasonably requested.
 4. 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 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.
 5. At the time a teacher is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance, the teacher may request to have a representative of the Association present. When a request for such representative 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.
 6. Any teacher who is to be relieved of extra curricular activities will be informed 60 days prior to the closing date of school. Any teacher who resigns an extra curricular will inform the Board 60 days prior to the opening date of school.
 7. All Junior and Senior High teachers will be required to be in their respective classrooms fifteen (15) minutes before the class begins in the morning and remain in the classroom for one half ($\frac{1}{2}$) hour at the end of the school day, and the reverse time for elementary teachers. This time will enable students to seek help from the teacher in areas of classroom work and extra curricular activities. A teacher may find it necessary to work in the office, library, etc. but definitely should not consider this free time to be in the lounge.

8. All school activities outside the regular school day which require supervision will be supervised by teachers.

Teachers shall have the option to volunteer for supervising such activities. In the event there are not sufficient volunteers, an administrator and a designee of the Association shall collectively assign teachers for supervision of activities up to a maximum of two (2) events per year.

9. The Board will make every reasonable effort to hire substitutes once a teacher has reported unavailability. A teacher shall report unavailability to the building principal at least one hour before the teacher is scheduled for work. In the event a special teacher is unavailable and a special substitute is also unavailable, the Board will make every reasonable effort to hire a regular substitute teacher. Special teachers will have available to them recording and video equipment to record several lessons that can be used by a regular substitute in the absence of a special teacher. Any recordings shall be used solely for education and shall not be used for evaluation or any other reason.

XI

PROBLEM SOLVING PROCEDURE

- PURPOSE:** This procedure is designed to provide machinery for the resolution of administrator teacher problems. This process may be initiated by an administrator anytime he feels that a problem merits its use.
- STEP I.** Administrator will request, in writing, a conference with the teacher. Written records of the problem must accompany the request for conference. Teacher or Association Representative or both must reply within five (5) working days.
- STEP II.** Administrator may request, in writing, a conference with the teacher, representative or representatives of the local chapter of the M.E.A. if problem remains unresolved.
- STEP III.** Administrator may request, in writing, a conference between all parties in Step II plus the superintendent of schools. If the problem remains unresolved:
- STEP IV.** Administrator may request, in writing, a conference between all parties in Step III plus a representative of the Board of Education, representative of the Board, or the entire Board.
- STEP V.** If Steps I through IV do not achieve the desired results, then dismissal procedure as prescribed by the tenure law will be invoked.

XII

PROFESSIONAL COMPENSATION

1. Individual Contracts: The Board shall issue an individual Probationary or Tenure Annual Contract, depending upon the teacher's status, indicating salary, academic duties, and extra curricular activities.
2. Teacher's teaching on a part time basis will be paid one sixth (1/6) of his base (experience level) B.A. or M.A. salary per hour taught. A part time teacher shall be allowed and compensated for preparation time proportionate to the full time teacher. Example: A one hour teacher shall be allowed on sixth (1/6) of an hour preparation time.
3. Any teacher who assumes extra class or classes shall be paid one sixth (1/6) of his base (experience level) B.A. or M.A. salary per extra class taught.

4. A review committee has been established to review hours earned beyond the bachelors and masters degree level for payment on the salary schedule. The composition of the review committee, guidelines for granting hours beyond the bachelors and masters degree, and an application form may be found as Appendix A and B of this master contract.
5. The teachers shall be paid every other Friday starting with the first Friday after the opening of school. Each regular payroll will be in the amount of 1/26th of the person's salary.
6. Pre-season pay will be paid on the last payday in August.
7. $\frac{1}{4}$ of the difference between the B.A. and M.A. salary will be given for each 8 hour block of credit upon acceptance in a college or university in a program leading to an approved M.A. degree within the prescribed limits.
8. Adjustments to teachers salaries will be made up to the second payday in September and the first payday in February.
9. Substitute Teachers: Definition - an individual who meets the minimum standards of substitute certification and is hired by this school district to fill the absence of a regularly contracted teacher on a per day basis and who is not affected in any way by the terms of this Agreement.

XIII
INSURANCE

The Board shall provide MESSA Super Med II insurance to a maximum of \$68.92 per month depending on family status. The Board shall make the premium payments monthly commencing October 1, 1975 through September 30, 1976. Any teacher who does not elect to take medical insurance shall be provided MESSA group supplement term life insurance in the amount of \$5,000 at no cost to the teacher. Should the teacher elect to take a lesser hospital plan, the difference will not be applicable to other types of insurance.

XIV
GRIEVANCE PROCEDURE

A. Definition:

1. 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 policy, or the terms of this agreement.
2. The term "teacher" is defined in Section I. Page I, may include any individual or group of teachers who are certified and who are members of the teaching faculty.
3. 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 when action might be taken in order to resolve the problem.
4. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

B. 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.

C. Structure:

In regard to the structure of the grievance committee or its procedure within its own group, this shall be the prerogative of the Association and 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.

D. Procedure:

1. 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 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.
3. Should any grievance arise, the same shall be brought to Step I of the Grievance Procedure by the affected teacher (s) within five (5) school days of occurrence.

STEP I.

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

STEP II.

By conference between the teacher (s), Association Representative, the Principal and the Superintendent or his designee.*

STEP III.

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 III and the meeting shall occur within ten (10) school days.

STEP IV.

In the event the grievance is not settled through Step III, 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 I and II shall be completed within five (5) school days. If not settled through Step II, the teacher (s), within ten (10) days after Step II, effect Step III.

XV

NEGOTIATING PROCEDURES

1. 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.
2. 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.

XVI

NO STRIKE CLAUSE

1. The Association and the Board recognize that the cessation or interruption of professional services by teachers is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, by any teacher or group of teachers) and pledge themselves to the purpose of insuring continuation of the educational program. Accordingly, the Board agrees to see that there will be no lock-out initiated against teachers.

XVII
SCHOOL CALENDAR
1975-76

September 2, 1975	General Faculty and building Meetings
September 3	School opens with students reporting at school times
November 7	End of first marking period
November 12	Distribution of first marking period report cards
November 26	Close at 3:30 P.M. for Thanksgiving recess
December 1	Classes resume
December 19	Close at 3:30 P.M. for Christmas recess
January 5, 1976	Classes resume
January 23	End of first semester
January 28	Distribution of first semester report cards
March 26	End of third marking period
March 31	Distribution of third marking period report cards
April 15	Close at 3:30 P.M. for Easter recess
April 20	Classes resume
May 24	Memorial Day
June 2	Last day of classes for students
June 3	Closing work day for teachers
June 4	Report cards distributed - School closes at noon

<u>Month</u>	<u>Membership</u>	<u>Working Days</u>
September	20	21
October	23	23
November	18	18
December	17	17
January	20	20
February	20	20
March	23	23
April	18	18
May	20	20
June	<u>2</u>	<u>3½</u>
Totals	181	183½

XVIII
1975-76
SALARY SCHEDULE

Experience	1.04 B.A.	1.05 M.A.	1.052 M.A.+8	1.054 M.A.+16	1.056 M.A.+24
0	8,933	9,627	9,727	9,827	9,927
1	9,290	10,108	10,233	10,358	10,483
2	9,662	10,613	10,765	10,917	11,070
3	10,048	11,144	11,325	11,507	11,690
4	10,450	11,702	11,914	12,123	12,345
5	10,868	12,286	12,534	12,783	13,036
6	11,303	12,900	13,186	13,473	13,766
7	11,755	13,546	13,871	14,201	14,537
8	12,225	14,223	14,593	14,968	15,351
9	12,714	14,933	15,351	15,776	16,211
10		15,681	16,150	16,628	17,119

\$100.00 per year longevity bonus upon attainment of fifteen (15) years' experience.
 \$200.00 per year longevity bonus upon attainment of twenty-five (25) years' experience.
 The Board shall pay 5% of the teachers's salary to the Michigan Teachers' Retirement Fund.
 Driver Education Teachers shall be paid at the rate of \$6.00 per hour.

Salary Schedule Exhibit - Starting and Ending Time of School Day

High School & Junior High School	3:00 A.M. to 3:00 P.M.
Amidon Elementary School	7:45 A.M. to 3:00 P.M.
Central Elementary School	3:30 A.M. to 3:15 P.M.
East Elementary School	3:30 A.M. to 3:15 P.M.

Elementary teachers shall report $\frac{1}{2}$ hour before classes and remain $\frac{1}{4}$ hour after classes.

Secondary teachers shall report $\frac{1}{4}$ hour before classes and remain $\frac{1}{2}$ hour after classes.

(Reference to Section XB7 - page 8)

Retroactive pay (contract) to be made in one payment on the 14th of November, 1975.

Increased cost of Basic Super Med insurance shall be paid from July 1, 1975 through October 1975.

XIX

IRON MOUNTAIN HIGH SCHOOL ATHLETIC DEPARTMENT COACHING AND WORKERS' SALARIES

Athletic Director	\$2,300	Plus release hour
Varsity Football	1,800	3 week pre-school coaching included
Varsity Assistant Football	1,700	
J.V. Football	1,500	
Assistant J.V. Football	1,300	
Freshmen Football	1,000	
<hr/>		
Assistant Freshmen Football	500	
Cross Country	250	
<hr/>		
Varsity Basketball	1,800	1 week for holiday coaching included
J.V. Basketball	1,400	
<hr/>		
Freshmen Basketball	600	
Jr. High Basketball - 7th	350	
Jr. High Basketball - 8th	350	
Wrestling	1,400	1 week for holiday coaching included
Assistant Wrestling	1,100	
<hr/>		
Tennis	375	
Girls Tennis	230	
Golf	375	
Track	575	
Assistant Track	360	
Skiing	375	
Gymnastics	575	
Girls' Athletic Association	250	
Girls' Athletic Assistant	200	
Cheerleading	175	
Girls' Basketball	600	
Girls' Track	360	
<hr/>		
Ticket and Scoring Personnel	\$ 3.00	per hour
<hr/>		
Ushering and Crowd Control	\$ 2.00	per hour
<hr/>		

It is understood and agreed between the Board and the Association that all coaching salaries above are for a three (3) year period, contingent upon the finalizing of a Master Agreement in 1975-76 and 1976-77, and not subject to further negotiations until the expiration of a 1976-77 Agreement. Although this Master Contract is for a one year term, it is agreed that the coaching salaries are set for a three (3) year term.

XX
EXTRA CURRICULAR ACTIVITIES

Future Secretaries	\$125
Future Homemakers	\$125
Future Teachers	\$125
Future Nurses	\$125
Science Club	\$125
Library Club	\$125
Student Council	\$175
Tri-Hi-Y	\$175
Hi-Y	\$175
Key Club	\$175
Senior Class Advisor	\$350
Junior Class Advisor	\$350
Sophomore Class Advisor	\$125
Freshmen Class Advisor	\$125
Debate	\$325
Forensics	\$325
Dramatics	\$350
Annual	\$400
Newspaper and Literary Publication	\$375
National Honor	\$125
Spanish Club	\$125
French Club	\$125
Varsity Club	\$125
Vocational Club	\$125

XXI
MASTER TEACHING CONTRACT

IRON MOUNTAIN CITY SCHOOLS

The ratification of this agreement with full endorsement of both parties,
is hereby concluded on the 3rd day of November, 1975.

Board of Education

U.P.E.A. - M.E.A. Education Association

_____ President

_____ Secretary

APPENDIX A

PROFESSIONAL IMPROVEMENT COMMITTEE

"The Iron Mountain School System believes in professional improvement and is willing to compensate for broad and varied experience which are relevant to education."

This need being recognized, education is encouraged beyond the degree now held.

GUIDELINES

1. To encourage a selection of professional work which will keep abreast of changes and innovations in the teaching field.
2. To encourage course work to be taken within the subject matter or field of changes assigned. Courses selected outside the field presently being taught need to be reviewed with the Professional Improvement Committee for approval.
 - A. The committee will meet in September, January, and May to review course application.
 - B. Special meetings will be called by the committee as required (e.g. random or special courses by a special notice during the school year.)
3. Credits earned for payment regarding Masters + 8 or Master + 16 schedules, etc., must be earned after the issuance of the Masters Degree.
4. The Professional Improvement Committee will consist of the following representation: 1 Primary Teacher, 1 Upper Elementary Teacher, 1 Junior High Teacher, 1 Senior High Teacher, 1 Principal (K-8), 1 Principal (9-12), the Superintendent, and ex officio member of the Negotiating Committee (Chairman on Negotiating Team).
 - A. A Quorum consists of four members of the Professional Improvement Committee (must include one Administrator) to vote.
 - B. Decisions require a simple majority of the total committee membership.
 - C. Teacher representation to be appointed by the Local M.E.A. Chapter and the Administrative representation selected by the Superintendent and Principals.

* Application forms obtainable at the Superintendent's Office.

PROFESSIONAL IMPROVEMENT APPLICATION

Name _____ Address _____

School _____ Date _____

Present Teaching Assignment _____

Teaching Major _____ Teaching Minor _____

Date Course Begins _____

<u>College or University</u>	<u>Courses</u>	<u>Semester Credits (Indicate Graduate or Undergraduate Level.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you received credit for any of the above listed courses before? _____

Teacher's Comments: (Use the back of this sheet for additional comments.)

Recommended for approval _____ Not recommended for approval _____

Professional Improvement Committee:

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Approved by :

Edward H. Kukuk
Superintendent of Schools

Three copies of this application form are to be submitted to the Superintendent of Schools before the course begins: 1 copy to the Superintendent, 1 copy to the Professional Improvement Committee, and 1 copy to the teacher. Credits will be recorded upon receipt of Official Transcript after course is completed.

Are you in an Approved Graduate Program? Yes _____ No _____ Master, Specialist, Doctorate, Circle One.

Graduate Program Title _____ Name of University _____