

6284

6/30/2002

2000/01 & 2001/02

MASTER AGREEMENT

BETWEEN THE

IRON MOUNTAIN BOARD OF EDUCATION

AND THE

UPPER PENINSULA EDUCATION ASSOCIATION
MICHIGAN EDUCATION ASSOCIATION
(U.P.E.A. - M.E.A.)

Iron Mountain Public Schools

Handwritten text at the top left corner.

Vertical handwritten text along the left margin.

Faint handwritten text at the bottom right corner.

TABLE OF CONTENTS

		PAGE
PREFACE	MASTER AGREEMENT	1
ARTICLE		
1	Recognition	1
2	A. Association Rights	1
	B. Rights of the Board	2, 3
	C. Academic Freedom	3, 4
3	Payroll Deductions for Professional Dues	4, 5
4	Teaching Conditions	5, 6, 7, 8, 9
5	Reductions in Personnel, Seniority and Recall	9, 10
6	Energy Crisis Statement	11
7	Vacancies, Promotions, Assignments, Retirements	11
8	Illness, Bereavement, and Disability Leaves	12, 13, 14
9	Personal Day	14, 15
10	Leaves of Absence	15, 16, 17
11	Professional Improvement, Behavior, and Maintenance of Standards	17, 18, 19, 20
12	Problem Solving Procedure	20, 21
13	Professional Compensation	21, 22, 23, 24
14	Insurance	24, 25
15	Grievance Procedure	25, 26, 27
16	Negotiating Procedure	27, 28
17	No Strike Clause	28
18	Communicable Diseases	28

School Calendar	29, 30
Extra Curricular Activities	31, 32, 33, 34
Athletic Salary Schedule	35, 36
2000/01, 2001/02 Salary Schedules	37, 38
Signature Page	39

MASTER AGREEMENT

This agreement entered into this 1st day of July, 2000 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 called the "Association". Contract shall be dated from July 1, 2000 and expires June 30, 2002

ARTICLE I RECOGNITION

1. The Board hereby recognizes the Iron Mountain Educational Association (I.M.E.A.) as its local bargaining unit and the Upper Peninsula Education Association (U.P.E.A.) affiliated with the Michigan Education Association (M.E.A.) 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 aides, substitute teachers, Athletic Director, if not a teacher, and all other non-teaching employees.

ARTICLE 2 ASSOCIATION RIGHTS

- A.
1. Nothing in the Statement of Policies and Practices of the Iron Mountain Schools (Adopted April 12, 1993 and as revised and amended) shall supersede any of the terms of agreements made in this contract.
 2. After reviewing with the local Association, 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.
 3. 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 textbooks and other teaching materials and the use of teaching aids of every kind and nature.
5. The Board and Association recognize 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 judgment 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 accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States.

6. The School District of the City of Iron Mountain is a general powers school district in accordance with Public Act 289 of 1995. The districts general powers are permissive powers incidental or appropriate to the performance of a function related to the operation of the district in the interests of public education, the district may exercise a power incidental or appropriate to the performance of any function related to the operation of the school district in the interests of public elementary and secondary education including but not limited to the hiring, contracting for, scheduling, supervision, or terminating employees, independent contractors, and others to carry out school district

powers, a school district may indemnify its employees.

Section 15(2) of PERA as amended by Act 112 provides:

A public school employer has the responsibility, authority and right to manage and direct on behalf of the public the operations and the activities of the public schools under its control

7. To determine class schedules, class size, the hours of instruction, and the assignment of teachers with respect thereto:
8. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work.
9. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations.
10. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
11. To direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the workforce.

ACADEMIC FREEDOM

C. Both the employer and Association recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere to achieve these ends, and which is free from unreasonable artificial restraint and in which academic freedom for teacher and student is guaranteed. No special limitation shall be placed upon the study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within the curriculum guidelines approved pursuant to this agreement. If the teacher should notify their principal prior to the instructional lesson. Teachers shall have the primary responsibility to choose appropriate materials and methodology to achieve the educational goals and objectives of the school district. All instructional materials, methods, lesson plans or other creative copyrightable work written, composed, created, or devised by a bargaining unit member during his or her employment, shall remain the property of such member.

1. 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.

Teachers will comply with all rules and regulations pertaining to the Michigan School Code, 380.1137 - (Powers of Parents and Legal Guardians), - 380.1506 - (Reproductive Health), 380-1507 - (Instruction in Sex Education), of Act 451 of 1976 updated through Public Act 291 of 1995 and HIV/AIDS and Other Sexually Transmitted Diseases of Public Act 335 and Public Act 336.

2. It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law expressly requires otherwise.

In the absence of state law, evaluation of student performance may be appealed in accordance with Board Policy 5421 (Grading) and AG-5421-C (Changing a Grade).

3. Grade Changing: Board Policy 5421 - (Grading) and Administrative Guideline AG 5421C - (Changing a Grade) shall regulate the grade change and appeal process.

ARTICLE 3

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 Association all monies so deducted, accompanied by a list of teacher's 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 teacher's salary as provided for in Paragraph I above and shall remit said fee to the Association treasurer as it is deducted.

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 3, Paragraph 3 of the Master Agreement.

ARTICLE 4
TEACHING CONDITIONS

1. Grading periods in the Iron Mountain Public Schools shall be standardized to 9-10 weeks each semester. Official grades and reports to parents shall be issued at the end of the first marking period (10 weeks), at the end of the first semester (19 weeks), at the end of the third marking period (9 weeks - second semester) and at the end of the school year (10 weeks). 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 teacher 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. Dates for Parent/Teacher Conferences shall be scheduled by the District following the end of the first and third marking period. The length of the scheduled conferences shall be determined by the District. The middle school (6,7, & 8) and high school conferences are scheduled the week following the 1st and 3rd term progress reports.

3. The only excuse for a teacher not participating in a scheduled Parent/Teacher conference shall be illness, death in family, or any such obviously excusable reason.

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. Dismissal time on Friday shall be made uniform for all teachers unless a class with students in attendance prohibits this.

6. The Board will maintain a reasonable pupil-teacher ratio in classrooms 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 elementary schools before the beginning of each school year.

7. Field trips - request should be made to building principal 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 financing any trip.
- c. If any class is required by the school curriculum as approved by the curriculum coordinators and building principals to have a field trip, the Board shall provide the transportation.

8. The Board shall make every reasonable effort to provide additional typing and duplicating services for teachers.

9. MIDDLE SCHOOL SCHEDULE

Advisor/Advisee 8:00 - 8:20
 1st period 8:23 - 9:08
 2nd period 9:11 - 9:56
 3rd period 9:59 - 10:44
 4th period 10:47 - 11:32
 5th period 11:35 - 12:15
 lunch 6th 11:35 - 12:05
 6th period 12:18 - 12:42
 (lunch 7th & 8th)
 7th period 12:45 - 1:30
 8th period 1:35 - 2:20
 9th period 2:25 - 3:10

SENIOR HIGH SCHEDULE

8:00 - 8:45 1st period
 8:50 - 9:35 2nd period
 9:40 - 10:10 Seminar
 10:15 - 11:00 3rd period
 11:05 - 11:50 4th period
 11:55 - 12:40 Lunch
 12:45 - 1:30 6th period
 1:35 - 2:20 7th period
 2:25 - 3:10 8th period

NORTH & EAST ELEMENTARY DAILY SCHEDULE

7:50 first bell, students report to classrooms
 9:45 recess K-2 (15 minutes)
 10:00 recess 3-5 (15 minutes)
 11:10 student dismissal from A.M. kindergarten
 11:30 lunch 1st thru 2nd (12:05 return to class)
 11:45 lunch 3rd thru 5th (12:20 return to class)
 11:50 P.M. kindergarten begins
 1:30 recess K-2 (15 minutes)
 1:45 recess 3-5 (15 minutes)
 3:05 dismissal

CENTRAL ELEMENTARY DAILY SCHEDULE

7:58 first bell, students report to classrooms
 10:02 recess K-3 (11 minutes)
 9:42 recess 4-5 (11 minutes)
 11:15 students dismissed from A.M. kindergarten
 11:25 lunch 1st thru 3rd (12:00 return to class)
 11:10 lunch 4th thru 5th (11:45 return to class)
 11:50 P.M. kindergarten begins

1:30 recess K-3 (11 minutes)
1:10 recess 4-5 (11 minutes)
3:05 dismissal

The Board will adjust school schedule times listed in the building schedules, to accommodate the necessary student academic schedules, with the concurrence of the I.M.E.A.

Each Middle School teacher will have 5 classes one (1) study period, two (2) conference periods, and one (1) advisory period. In lieu of a full assignment the District may assign a special assignment at the District's discretion. Every effort will be made to schedule middle school teachers with a conference period either 5th or 6th period so that they may have the full 30 minutes for lunch. In a situation where this is not possible, the teacher will be consulted to work out the best possible schedule and the teacher may elect to use either conference period for a lunch period.

Each senior high school teacher will have five (5) classes (for the purpose of teacher assignments, study hall is defined as a class), a Seminar period, one lunch period and two conference periods.

Study hall assignments will be staffed by district assigned study hall monitor employees. The district will not reduce the full time work force at its present staffing level due to the hiring of study hall monitors.

Teacher class assignment schedules, including starting and finishing times, conference periods and lunch periods may be altered to suit student needs upon the request of the administration and the concurrence of the employee, and the local bargaining unit (I.M.E.A.).

With the exceptions listed above for Middle school teachers, teachers would not have to report until 8:00 a.m. and would not have to stay past 3:10 p.m.

The 9:40 to 10:10 Seminar period in the high school would be used for such purposes as announcements, voting, class and/or club meetings, pep assemblies, clearing names from the missing persons or unexcused lists, pictures, weekly reading period, etc.

The Middle School will have an Advisor/Advisee program implemented by the middle schools staff, under the direction of the administration. Teachers and staff will be able to make suggestions and give input to these periods.

The two one-half day inschool professional development for advisor/advisee professional development will be scheduled anytime during the 1999-00 school year. If the instructors and the administrators agree that the advisor/advisee professional development is not needed, the instructors and administrators will mutually agree on an inservice topic for the two one-half days of inservice. Students may be released for a half-day or other

supervision will be considered to have students remain at school. Middle School special teachers involved in the advisor/advisee program will have substitutes brought in if other duties involve different grades during that one-half day. Please be advised either in-services may be scheduled at different buildings.

A one-half day at the end of each semester will be granted. This time must be used to complete grades, exams, curriculum, or any other professional duty the instructor must complete. This one half day inservice may be completed at school or home on the wish of the instructor. The building administrator will designate the days that will be selected for the end of the semester.

10. Teachers will not be assigned noon duty.

11. Elementary teachers shall have a reduction in non-teaching duties that shall include the elimination of the following:

- a) recess duty
- b) bus duty
- c) money collecting

The administration will schedule prep time for the kindergarten and prep kindergarten teacher. This agreement will not result in the hiring of additional special teachers.

12. The elementary lunch period will be shortened from 40 to 35 minutes. The 35 minutes shall be a full 35 minutes and shall be duty free. Each full time K-5 classroom teacher has 216 minutes of prep time per week.

13. **STUDENT DISCIPLINE** - A teacher may temporarily exclude a pupil from a class period when the grossness 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. The student shall be sent to the principal's office. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. Any additional exclusion from the class for the student offense must be approved by the building principal.

Teachers shall be responsible for enforcement of school wide rules and regulations and shall assist in the policing of these rules and regulations during the school day and in their school related capacities as coaches and advisors. The Board and the Association agree the enforcement of discipline for these rules and regulations fall within the realm of the building administration.

Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline in their classroom. Furthermore, the employer recognizes its responsibilities to give all reasonable support and assistance to teachers in maintaining control and discipline.

The District and the Association recognize the need to have reasonable

rules established for student conduct. The District shall publish and distribute to students and staff a copy of all rules of student conduct established by the district or jointly with the Board, Administration, and staff in pursuit of the school improvement process including alternatives to corporal punishment, that are in effect at that time.

The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher not covered by the employee's personal insurance coverage resulting from disciplining a student within the legal parameters of corporal punishment statutes, while on duty in the school or on the school premises.

14. If any teacher is directed to assist handicapped students in the performance of their regular duties, special training and assistance relevant to the student's needs will be arranged for by the District.

ARTICLE 5
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 decrease in the number of students enrolled in the school district or there is a decrease in the revenues of the school district.

Probationary teachers shall be limited to Step 3 of the Grievance Procedure, Article 15 of this Agreement for all grievances filed under Article 5 of this Agreement.

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 at the payroll office. Also, the teacher's seniority shall remain unbroken despite such leave, and his accumulated sick leave shall not be cancelled 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 purpose of this reduction shall be defined as non-terminated years of employment in the school district. Leaves of absence shall not be considered terminations. Seniority shall be defined as total years of service to the Iron Mountain School District in positions that require teacher certification and

represented by this Master Agreement.

- 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. By May 15th of each year, any teacher on lay off status will correspond, in writing, to the Board indicating the following: 1) current mailing address; 2) availability and desire to return to work if a position exists for which he/she is qualified and certified. Failure to comply shall terminate the Board's obligation toward further employment.

7. 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, at the last know address on file with the district.

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.

8. The Board agrees to abide by the provisions of the Teacher Tenure Act in notifying affected teachers. The Board will also comply with the provisions of (MCL 38.105) on Recall Rights of Employees.

9. Recalls will be in inverse order of lay offs.

10. By October 1st of each year a current seniority list shall be made available. It shall be posted for a thirty-day period. Any errors which may exist must be corrected within the thirty day posting period. After thirty days, the list shall be final and not subject to change. This seniority list shall be used for the purpose of lay off and recall. Upon receipt from the District of the new seniority list the Union shall have thirty days to present or dispute any disagreements they may have with the new seniority list. After the thirty day period, if no disagreement is presented from the union, the new seniority list will be deemed as final until the expiration of the Master Agreement.

11. Within sixty (60) days following opening of the school year, the Board shall provide without expense to the bargaining unit member a complete copy of the Master Agreement and his/her individual contract.

ARTICLE 6
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.

ARTICLE 7
VACANCIES, PROMOTIONS, ASSIGNMENTS, RETIREMENTS

VACANCY DEFINED: When a teacher leaves a position for any reason that position shall be deemed vacant and posted unless that position is eliminated.

1. Any vacant teaching positions an/or administrative positions shall be posted for a period of three (3) working days unless a shorter period of time is necessary and agreed upon by the President of the Local I.M.E.A. or a representative of the negotiation committee. Posting shall include a description of qualifications and all established standards.

The District agrees not to interview candidates outside the local bargaining unit until the posting period has expired.

2. 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 after May 1 will be notified and consulted by their principals as soon as practicable. 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 with special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials.

4. Teachers who have part-time employment in the District who are offered full-time employment in which they are deemed qualified and certified by the District to teach, will have fourteen (14) days of the receipt of the written offer to accept the position by replying in writing to the District. Failure to reply by the fourteen (14) day period or refusal of the offered position shall be constituted as an irrevocable voluntary resignation.

ARTICLE 8
ILLNESS, BEREAVEMENT, AND DISABILITY LEAVES

1. All leave requested will be submitted in advance in writing. Leave requests will designate type of leave requested and the duration of the leave request if known. Leave requests will be submitted to the building principal. In case of emergency, leave requests may be made by phone call to the building principal, provided that all necessary information that would be provided on written requests is provided at the time of the call. Upon return to work a written request providing the information of the phone call request must be submitted.

2. Sick Leave: One day per month, the ten (10) days per school year, shall be granted to each employee for illness, clinical examination, or death in the immediate family with no deduction of pay.

3. 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.

4. Any teacher whose sick leave bank is less than five (5) days at the beginning of a semester will be granted, in advance, the number of days necessary to total five (5). The status of the accumulative sick leave bank shall be stated on each individual teacher's contract.

5. In any school year month, with the exception of August and June, a teacher must work a minimum of five (5) days to earn a sick leave day for that month.

6. In the event that an employee suffers an absence due to an injury or an illness arising out of an in the course of his/her employment the Board shall continue the employee's fringe benefits for a full twelve (12) month period, and shall pay to the teacher the difference between his/her salary and the benefits received under the Workers' Disability Compensation Act for the duration of existing sick leave for such absence. A deduction of a portion of a sick leave day shall be made for the salary differential paid.

Time lost due to the specific diseases of mumps, measles, scarlet fever, and chicken pox will not be deducted from sick leave.

7. The Association and Board jointly recognize the alcoholism and drug abuse are illnesses and shall be treated as such. Sick leave may be used for treatment of alcoholism and drug abuse if the employee participates in a recognized and accepted rehabilitation program.

8. BEREAVEMENT LEAVE: In the event of the death of an immediate family member, (immediate family shall include spouse, parents, parents of spouse, children, grandchildren, grandparents, brother and sister of employee and spouse, or any person that the employee is the legal guardian) as much time as necessary may be taken. The teacher has the choice to use personal

days instead of sick leave. Significant others will also be included on a case by case basis approved by the Superintendent. However, in the event of the death of a spouse, child, or a parent, five (5) day bereavement period shall be granted and shall not be deducted from the sick leave or personal days.

9. A sick leave bank shall be established by the District with the following provisions:

- a. A total of thirty (30) non-accumulative days shall comprise the sick leave bank. The days in the bank shall never exceed thirty (30). The bank will be at the thirty (30) day level only when none has been borrowed or all borrowed days have been paid back.
- b. A teacher may borrow from the bank provided he/she has a specific need, due to extended illness for more days than said teacher has accumulated. A bargaining unit member must have at least one (1) year of service in the District to qualify.
- c. All sick leave bank days that are borrowed by the affected teacher shall be paid back to the District at the rate of five (5) days per contract year from their normal accumulation.
- d. The teacher who desires to use the sick leave bank must make formal application through the Association.
- e. If the teacher terminates employment with the district, all sick leave bank days borrowed must be paid back at that teacher's current daily rate of pay per day borrowed. If said teacher's death is the cause of termination, then the District shall be reimbursed at the current substitute teacher daily rate per day borrowed.
- f. It is the responsibility of the local Association to reimburse the District in the event that the Board cannot collect the reimbursement from the affected teacher.
- g. If a teacher is indebted to the school district for unearned sick leave at the time he/she terminates his/her employment, the district shall have the right to deduct the value of same from the final payment due to said teacher.

10. FAMILY MEDICAL LEAVE: Employees who have been employed at least 12 months are entitled to a total of 12 work weeks of unpaid family medical leave during any 12 month period. The rules and regulations to qualify and administrate family medical leave are found in Board Policy 3430.01.

The District and the local bargaining unit (I.M.E.A.) agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain

paid leave entitlement for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

The District will allow employees to maintain an accumulation of up to five (5) days of sick leave, if requested, at the time the Family Medical Leave is requested.

ARTICLE 9
PERSONAL DAY

1. Three days per year, with a maximum accumulation to five, shall be provided each regular teacher, under contract. These leave days are intended to provide the teacher with an opportunity to conduct personal business. A statement of purpose, in advance, to the Principal is desired: however, the teacher does have the right to keep his/her reasons confidential. Personal days shall be requested at least 48 hours in advance unless an emergency.

Specific Stipulations:

- a. Request for personal day (s) shall be granted in the order they were requested until such time substitutes can not be secured.
- b. Personal days may not be used to begin early or extend a vacation period without the approval of the Superintendent.
- c. Personal day utilization shall be granted in full or half (1/20 day units if substitutes are available.

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 three 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.

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

5. Unused personal days that may accumulate over the allowable amount will be reimbursed at \$50 per day, or may be converted to sick leave at the discretion of the employee.

ARTICLE 10
LEAVES OF ABSENCE

1. All leave of absences must be requested 45 days in advance of the expected date of such leave unless otherwise noted in the contract. Emergency requests will be considered on a case by case basis.

2. 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.

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 teacher profession, etc., will not be granted between the opening date of school and ending date of school as contracted. Unusual circumstances will be considered specifically by the Board of Education.

5. Upon request, a one (1) year extended illness, recuperation, further study, or extenuating circumstances leave may be granted to any teacher who has seven (7) years of service in the District. This leave shall not terminate less than one (1) year and cannot be extended beyond one (1) year.

6. A teacher on any of the above leaves of absence shall not accrue experience or seniority for salary schedule purposes or any other purposes and shall not receive any benefits from the Board while on said leave.

7. A teacher on leave of absence must, by April 1 of the leave year, notify in writing the superintendent of schools as to his/her intention of returning to employment for the next academic year. Said teacher may request, prior to April 1, an extension of notification until May 1. Failure to comply with the terms of this Agreement shall negate the Board's obligation to reemploy. Failure of individuals on leave of absence to notify the district office on or before April 1 of the leave year shall constitute an irrevocable voluntary resignation.

8. MATERNITY/PATERNITY LEAVE: An employee shall be entitled to an unpaid leave for the purpose of child care, on the following basis:

- a. The employee must request, in writing, a leave of absence at least thirty (30) days prior to the expected date for such leave.
- b. The initial leave period may be for the duration of the semester

when the leave was granted plus two consecutive semesters.

- c. The teacher will be given the same, like or similar position upon returning from leave based on seniority in the system and the reduction of staff provision.
- d. Any teacher adopting a child and wishing to utilize these provisions shall give notice as soon as possible as to when such leave is desired.
- e. For seniority and salary schedule purposes, the teacher shall be given credit for the full semester during which time said leave begins but shall not be given credit for any additional leave granted by the Board.
- f. Retain unused sick leave accumulation as held at the start of the leave of absence. (Unless all of the sick leave is used during the maternity leave).
- g. FAMILY MEDICAL LEAVE: Employees who have been employed at least 12 months are entitled to a total of 12 work weeks of unpaid family medical leave during an 12 month period. The rules and regulations to qualify for an administrative family medical leave are found in Board Policy 3430.01.

The District and the local bargaining unit (I.M.E.A.) agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlement for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

The District will allow employees to maintain an accumulation of up to five (5) days of sick leave days if requested at the time the Family Medical Leave is requested.

- h. Leave of absence period shall not be used to work for another employer without Board approval. Once the District establishes that an employee on a leave of absence is employed by another employer without prior approval, the leave of absence will be immediately revoked and the employee will be terminated. The employee will have forfeited all recall rights to his/her position and employment in the District and all contractual benefits and

severance benefits will be forfeited.

9. Leaves of absence with pay not chargeable against the teacher's allowances shall be granted for the following reason:

- a. Absence when a teacher is called for jury service or as a witness of subpoenaed in any case connected with the teacher's employment with the District. The teacher shall receive the difference between his/her regular salary and the salary received for this service. If a teacher is a plaintiff or defendant in any court case this provision shall not apply.

ARTICLE 11

PROFESSIONAL IMPROVEMENT, BEHAVIOR AND MAINTENANCE OF STANDARDS

CONFERENCE AND WORKSHOPS: It has been and shall be the policy of the Board of Education to encourage attendance of teachers at workshops and conferences which will improve their educational effectiveness in their teaching assignments.

1. Local Conferences and Workshops:

- a. Applications for local conferences shall be submitted to the Superintendent with cost estimates included before final approval is granted.
- b. For the purpose of securing substitute teachers in advance, conference requests shall be submitted to the building principal in addition to the Superintendent's office.
- c. A local conference shall be defined as within 100 miles.
- d. 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.
- e. Car allowance shall be allowed at the rate of 28 cents per mile, state highway mileage to be used. If flight is more expedient, the actual plane fare shall be reimbursed in full.

2. 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 established a Committee consisting of the Negotiating team for 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 as often as it is mutually agreeable.

3. Upon request of either party, negotiations may begin on a new Master Agreement prior to the expiration of the present contract.

4. 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 reasonable refuse to carry out an order which threatens physical safety. All staff members will devote additional time for the purpose of curriculum study, preparation of 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.

5. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performances, or other violations of discipline by a teacher reflect adversely upon the teaching profession and creates 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 of any teacher and in appropriate cases, may institute proceedings against the offending teacher.

6. 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 representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

The District retains the right to discipline immediately by paid suspension any employee if a representative of the Association is not readily available or until such time an Association representative becomes available to represent the employee, on any offense that the District determines to present a danger to students or staff, gross misconduct with students or staff, gross insubordination, gross and blatant disregard for work rule and policies, gross unprofessional or irresponsible conduct on the job, being served with a felony charge on or off the job. The District and Association shall meet within two working days to discuss the charge(s) and the pending measures the District is considering to take on the offense.

No employee shall be disciplined (including warnings reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such disciplinary action of any nature shall not be administered to an employee without complete compliance with all terms and conditions of due process.

Probationary teachers shall be limited to Step 3 of the Grievance Procedure Article 15 of this Agreement for all grievances filed under Article 11, Section 6 of this Agreement.

An employee will have the right to review the contents of all records excluding initial references, of the district pertaining to said employee

originating after initial employment and to have a representative of the Association accompany him/her in such review.

If the employee signs material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Nothing shall be placed in a teacher=s file without the teacher=s knowledge.

The Board agrees that all employment records including medical, counseling, psychological records, evaluations and any other records shall not be released to third parties absent the written consent of the teacher or pursuant to a lawfully issued order or subpoena or duly requested under the rules and regulations of the Michigan Freedom of Information Act. The Board further agrees that at the written request of the teacher, all hearings regarding dismissal, suspension, allegations, evaluations, or discipline conducted by the Board be held in closed session. A copy of any FOIA release must be given to the teacher and the Association along with the name of the requesting individual and all documents received from the individual and all communications sent to the individual by school district administrators or agents. This information is to be provided before information is released.

7. Any teacher who is to be relieved of extracurricular activities will be informed sixty (60) days prior to the date that student participation in the season or event of the extracurricular normally begins. Any teacher who resigns or takes a leave of absence from an extra curricular activity will inform the Board sixty (60) days prior to the date that student participation in the season or event of the extracurricular normally begins.

A teacher who intends to resign or take a leave of absence from their extra curricular/advisor position in the District and fails to notify the Board within the sixty (60) days prior to the date that student participation in the season or event of the extracurricular normally beings, may at the Boards discretion, be discharged from all other currently held extra curricular/advisor positions, and may not be considered for any future openings in these areas, at the Boards discretion. Any teacher who is on a leave of absence from their extra curricular/advisor position shall notify the Board in writing sixty (60) days prior to the date that student participation in the season or event of the extracurricular normally begins. The Board, at its discretion, may waive the length and notification dates of resignation or leave of absence due to extenuating circumstances.

8. All school activities outside the regular school day which required 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 shall assign teachers for supervision of activities up to a maximum of two (2) events per year.

High school, middle school, and elementary teachers shall supervise their respective activities. However, any teacher may volunteer for any

activity.

Track meets shall not be an obligation under this agreement, but teachers could voluntarily agree to cover track meets.

School activities outside the regular school day upon which no teacher volunteer is available or no teacher is required to be assigned may be supervised by volunteers or contracted individuals from outside the Association.

The Board shall conduct an annual review of all school activities positions that are outside of the regular school day.

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 (special teachers include certified physical education, music education, art education, special education, media/technology instructors, technology instructors and Title I instructors) will have available to substitute teachers a lesson plan which will describe in detail the work to be carried on in special situations (individualized instruction). If this cannot be written in advance of absence of a special teacher, it shall be dictated in detail to a building secretary or substitute teacher.

ARTICLE 12
PROBLEM SOLVING PROCEDURE

PURPOSE: This procedure is designated 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, however, the District hereby retains and reserves unto itself, without limitations the right to discipline immediately by paid suspension any employee if a representative of the Association is not readily available or until such time an Association representative becomes available to represent the employee, on any offense that the District determines to present a danger to students or staff, gross misconduct with students or staff, gross insubordination, gross and blatant disregard for work rule and policies, gross unprofessional or irresponsible conduct on the job, being served with a felony charge on or off the job. The District and Association shall meet within two (2) working days to discuss the charge(s) and the pending measures the District is considering to take on the offense.

STEP 1: An 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. Working days shall

be converted to week-day calendar days during the summer recess (as pertaining to grievance time lines.)

- STEP 2: An 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 unsolved.
- STEP 3: An administrator may request, in writing, a conference between all parties in Step II plus the Superintendent of Schools. If the problem remains unsolved:
- STEP 4: An administrator may request, in writing, a conference between all parties in Step III plus the personnel committee of the Board of Education, or the entire Board.
- STEP 5: If Steps 1 thru 4 do not achieve the desired results, then dismissal procedure as prescribed by the tenure law will be invoked.

ARTICLE 13
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, extra curricular activities, and the number of accumulative sick days and business days a teacher has earned.

2. Teachers 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.

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. The teacher shall be paid every other Friday starting with the first Friday after the opening of school. The method of payments shall be 26 pay periods equally divided and paid each two weeks of the entire year, except all present staff on the 21 pay schedule may continue under that system.

A teacher upon retirement will be paid in a lump sum the remainder of their earned salary in that contract year. The payment will be at the first pay period that follows the last day of the employees employment.

5. Pre-season pay will be paid on the last payday of August.

6. 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 with the prescribed limits.

7. The Board will pay for no graduate hours above the Masters degree

unless such hours are by college catalog number at the graduate level.

8. In recognition of service to the School District of the City of Iron Mountain, a teacher will be paid following retirement, \$45.00 per year for each year of service in the Iron Mountain School District. To qualify, a teacher must have a minimum of ten (10) years of service in the Iron Mountain School District. All years of service will be paid including the first ten (10) qualifying years. This payment will be made upon showing proof that the retiree is receiving retirement benefits under the Michigan School Employee Retirement System. If death occurs between the time of leaving the service of the Iron Mountain School District and receiving retirement benefits, the payment will be made to the surviving spouse or designated beneficiary. If death occurs during the service to the district, accrued retirement benefits shall be paid to the surviving spouse or designated beneficiary.

This payment for part time teachers shall be prorated (i.e., a half time (1/2) teacher would receive \$22.50 per year if all other qualifications are met).

Recognition of service payment shall be paid out in equal monthly payments over the same payment schedule selected in the retirement incentive plan.

9. A teacher/supervisor of a co-op program shall receive a flat fee of \$250.00 per student.

10. The Board agrees to administer the tax-deferred payments resolution, that the Board approved at its regular meeting held on July 13, 1998, in accordance with the rules and regulations of the Internal Revenue Code, section 414(h)(2), and the rules and regulations of the Michigan Public School Employees Retirement System, in regards to teacher purchase or repayment of retirement service credit.

RETIREMENT INCENTIVE PLAN FOR FULL-TIME TEACHERS:

Terms of the early retirement incentive plan are:

- a. Must have a minimum of ten (10) years of service with the Iron Mountain Public Schools.
- b. An Association member seeking early retirement must make application by February 1 of the year of retirement.
- c. The teacher seeking early retirement must qualify and make application for retirement under the Michigan Public School Employees Retirement System (MASERS).
- d. The teacher will forfeit any and all recall rights and all accumulated seniority.
- e. The retirement incentive benefit will be paid to the retiree or the surviving designated beneficiary in case of the

retiree's death.

Part 1 - Qualification - 30 or more years of service -
M.I.P. & Basic Plan.

Retirement 2 years prior to eligibility - \$4,000 + (\$24,000 as described below)

Retirement 1 year prior to eligibility - \$2,000 + (\$24,000 as described below)

Retirement in 1st year of eligibility -\$9,000 + (\$15,000 as described below)

Retirement in 2nd year of eligibility -\$6,000 + (\$9,000 as described below)

Retirement in 3rd year of eligibility -\$5,000 + (\$4,000 as described below)

Retirement in 4th year of eligibility -\$4,000

Part 2 - qualification: less than 30 years - negotiable

f. Payment shall be in twelve (12) equal monthly payments starting in September of the year of retirement. Payment shall be made according to state guidelines for retirement payments.

g. The Board may purchase up to two (2) years of universal credit for teacher who are within 2 years of the 30 years required for full retirement benefits. Remaining money on the incentive package shall be divided among the remaining years of eligibility.

11. Adjustments to teachers salaries will be made up to the second payday in September and the first payday in February.

12. Teachers required, in the course of their work, to drive personal automobiles shall receive 28 cents per mile.

13. If a teacher elects to substitute during their conference periods, he/she shall be paid \$12.00 per hour or may elect to bank such time as compensatory time.

14. 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.

15. Following retirement a teacher with at least ten (10) years of service to the District will be paid for each unused sick day and personal days that were accumulated up to the allowable amount according to the following schedule:

176 and over	\$ 50 per day
151 - 175	\$ 45 per day
126 - 150	\$ 40 per day
101 - 125	\$ 35 per day

51 - 100	\$ 25 per day
50 and under	\$ 10 per day

Accumulated sick leave payment shall be paid in equal monthly payments over the same payment schedule selected in the retirement incentive plan.

ARTICLE 14
INSURANCE

1. HEALTH/MEDICAL/DENTAL/VISION/LIFE INSURANCE - PAK PLAN

A. The Board shall provide payment for a mutually agreed to Health/Medical plan between the Board and the I.M.E.A. The Health/Medical plan for the 2000/01 school year which is agreed to is the MESSA-Pak Plan.

B. MESSA PAK 50/100 deductible with \$5.00 co-pay on prescriptions.

Total Premium	\$8,321.00
---------------	------------

Total District Premium Contribution	\$8,321.00
-------------------------------------	------------

Employee Premium Contribution	\$ - 0 -
-------------------------------	----------

A-2. The Board shall provide payment for a mutually agreed to Health/Medical plan between the Board and the I.M.E.A. The Health/Medical plan for the 2001/02 school year which is agreed to is the MESSA-Pak Plan.

B-2. MESSA PAK 50/100 deductible with \$5.00 co-pay on prescriptions.

Total Premium	2001/02 Premium Rate
---------------	----------------------

Total District Premium Contribution	2001/02 Premium Rate
-------------------------------------	----------------------

Employee Premium Contribution	\$ - 0 -
-------------------------------	----------

Employees will also pay all deductibles associated with the Pak-Plan.

C. Any teacher who is not receiving board paid Health/Medical insurance premium shall be entitled to participate in the District's Cafeteria Plan which will offer a District paid annuity of \$1,500.00 minus applicable F.I.C.A. payments, to any teacher who does not enroll in the District Health/Medical Benefit Plan. Payment will be made in one lump sum into the annuity mutually agreed to between the District and the I.M.E.A.. Employees may choose a cash payment instead of the \$1,500.00 annuity which will be paid out in a lump sum in January, minus applicable F.I.C.A., federal tax, and state tax payments. Open enrollment from September 1st until September 30th of each year. The cafeteria plan also offers MESSA Pak Option - dental/vision/life insurance - family plan along with the annuity.

D. Should the teacher elect to take a lesser health/medical plan, the difference will not be applicable to other types of insurance or other options.

E. All benefits and coverage shall be subject to and conditioned upon proper application by the employee and the subsequent acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules, and regulations of the carrier.

F. Change in family status shall be reported by the employee within thirty (30) days of such a change. The employee shall be responsible for any over payment of premiums made by the Board in his or her behalf for failure to comply with this procedure.

G. Employees who have Board provided insurance premiums are responsible to contact the insuring carrier within thirty (30) days of termination for conversion provisions available upon termination. All Board paid health/medical, dental and vision premium payments will be terminated on the last day of the month in which the employee retires.

H. Open enrollment for application for benefits shall be the month of September of each year.

I. Continuation of MESSA Benefits - Death of a Member - In the event of the death of a bargaining unit member, the employer shall continue payments of the applicable contributions for MESSA for the bargaining unit member's eligible dependents for a period of 12 months to begin on the first of the month following the date of the member's death.

J. The Board will contribute 60% of the cost of the Hepatitis "B" vaccine series for staff members.

ARTICLE 15 GRIEVANCE PROCEDURE

A. DEFINITION:

1. A "grievance" is a complaint in which it is claimed that either party failed to comply with the specific written terms of this Agreement and which involves either a charge of a violation of this Agreement or a dispute concerning the interpretation or application of this Agreement.

2. The term "teacher" as defined in Section 1, page 1, 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 person 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.

4. The term "days" when used in this section shall, except where otherwise indicated, mean working school days. NOTE: Working school days shall be converted to week-days during the summer break period.

5. Probationary teaches shall be limited to Step 3 of the Grievance Procedure in Article 15 of this Agreement for all grievances filed under the articles of this Agreement.

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 nothing 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/or Association.

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. 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 paid by the losing party but pro-rated in cases of split decisions.

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 and/or Association with 30 school days of occurrence.

STEP I. By conference between the aggrieved teacher, Association representative and the principal or the principal designee.

STEP II. By conference between the teacher, Association representative, the principal and the Superintendent or their designees.

STEP III. By conference between the Board of Education and such Association

representatives as designated by the Association. The Board will be notified by the Association in writing within five (5) school days 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, the Association shall notify the Board within five (5) school days if they intend to refer the grievance 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.

The arbitrator has no power to add to, subtract from, disregard, alter, change or modify the terms of the Agreement.

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, effect Step III.

ARTICLE 16 NEGOTIATING PROCEDURES

1. While no final agreement shall be executed without ratification by the local bargaining unit (I.M.E.A.), 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. The power to decide whether or not to enter into, ratify or execute a collective bargaining agreement with the district rests solely with the members of the local bargaining unit (I.M.E.A.) who are employees of the district and shall not be delegated to a bargaining representative or educational association or conditioned on approval by a bargaining representative or an educational association.

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.

3. In the event that the Board of Education studies and implements a school improvement plan, it shall implement the plan in accordance with the revised School Code, Public Act 291 of 1995, Section 380:1277 and Public Act 112. Any part of the school improvement plan that is implemented that does not fall within the rights of the Board according to state laws, school code and P.E.R.A. and violates, contradicts, or is inconsistent with the terms and provisions of this collective bargaining agreement shall not be implemented.

4. The Board in accordance with Section 15 (3) (H) of P.E.R.A. as added by Public Act 112., at its discretion may implement experimental or pilot

programs and make decisions concerning the staffing and use of technology in these programs so they can carefully examine these programs for their potential educational value to deliver educational programs and services. The Board shall implement experimental or pilot programs for a period of two years to evaluate their potential educational value to the District. After the two year evaluation period ends the Board will negotiate with the Association the terms and conditions of the employment related to the implementation and operation of these programs.

ARTICLE 17
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 or 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.

ARTICLE 18
COMMUNICABLE DISEASES

Attendance or non attendance of students with acute infectious communicable diseases shall be determined by rules or regulations promulgated by the Michigan Department of health and/or the Michigan Department of Education.

In the event that a child with communicable diseases is allowed by policy or law to attend school, all employees potentially having contact with the student shall be notified in advance of the child's placement and/or return to school unless notification is illegal or legally determined to violate the student's right of privacy.

Inservice instruction in hygienic practices and management to members coming into contact with students having such communicable diseases shall be available upon written request from the employee.

IRON MOUNTAIN PUBLIC SCHOOLS
1999/00 School Calendar

Friday, August 25th , Inservice Day
 Monday, August 28th , First Day with Students
 Friday, September 1st ,No School - Labor Day week-end
 Monday, September 4th,No school, Labor Day
 Wednesday, November 15th,Deer Day, No School
 Thursday, November 23rd ,Thanksgiving - No School
 Friday, November 24th ,No school - Thanksgiving Break
 Thursday, December 21st ,Last Day of School Before Christmas Break
 Wednesday, January 3rd ,School Resumes
 Monday, February 19th ,Optional Winter Break Day
 Wednesday, March 14th , No school -ISD Wide In-service Day
 Friday, April 13th ,No School, Easter Break
 Monday, April 23rd ,School Resumes
 Monday, May 28th , No School, Memorial Day
 Friday, June 1st , Graduation
 Thursday, June 7th , Last Day of School

	<u>Student Days</u>	<u>Teacher Days</u>
August	4	5
September	19	19
October	22	22
November	19	19
December	15	15
January	21	21
February	19	19
March	22	22
April	15	15
May	22	22
June	5	5
Total		
	182	184

½ day parent-teacher conference day first semester		½
½ day parent-teacher conference day second semester		½
Total		
		185

In the event that there are days when it is necessary to close school, due to acts of God days or other unforeseen circumstances or conditions, and it is necessary to make up these days to fulfill the contract obligations or to make-up the days or hours missed that were needed to arrive at the minimum hours and days of annual instruction required by law, the teachers shall make up any such hours and days without extra compensation. Such days will be rescheduled as determined by the Board.

IRON MOUNTAIN PUBLIC SCHOOLS
2001/02 SCHOOL CALENDAR

The 2001/02 school calendar will be determined by the District with consultation to the I.M.E.A.

All necessary hours and days of instructions requirements along with professional development day requirements as determined by state law will be added by the District after consultation with the I.M.E.A. for the 2001/2002 school year.

In the event that there are days when it is necessary to close school, due to acts of God days or other unforeseen circumstances or conditions, and it is necessary to make up these days to fulfill the contract obligations or to make-up the days of annual instruction required by law, the teachers shall make up any such hours and days without extra compensation. Such days will be rescheduled as determined by the Board.

2000/01
IRON MOUNTAIN
EXTRA CURRICULAR ACTIVITIES

Art Club	3.46% of base	\$ 938
Future Teachers	1.51% of base	409
Health Careers	1.51% of base	409
Student Council	1.95% of base	529
Tri - Hi - Y	1.95% of base	529
Hi - Y	1.95% of base	529
Key Club	1.60% of base	434
Senior Class Advisor	4.50% of base	1,220
Junior Class Advisor*	6.00% of base	1,627
Sophomore Class Advisor	1.51% of base	409
Freshman Class Advisor	1.51% of base	409
Dramatics	3.46% of base	938
National Honor	1.74% of base	472
Foreign Language Club	3.46% of base	938
Varsity Club	1.51% of base	409
Hi - Q	2.18% of base	591
Industrial Arts Club	2.18% of base	591
School Camp	2.76% of base	748
Band Extra Duties	10.00% of base	2,712
Reading Olympiad	1.51% of base	409
Choral Extra Duties	10.00% of base	2,712
Middle Sch. Computer Club	1.51% of base	409
Youth in Government Adv.	3.46% of base	938
S.A.D.D. Advisor	1.51% of base	409
High School Computer Club	1.51% of base	409
Science Olympiad	1.51% of base	409

2000/01
EXTRA CURRICULAR ACTIVITIES, CONTINUED

Elementary Computer Club	1.51% of base	409
--------------------------	---------------	-----

*Note: Jr. Class Advisor is 6% for one person in job or 3% each for dual advisors.

NOTE: Based on the \$27,116 salary schedule base.

2001/02
IRON MOUNTAIN
EXTRA CURRICULAR ACTIVITIES

Art Club	3.46% of base	\$ 961
Future Teachers	1.51% of base	419
Health Careers	1.51% of base	419
Student Council	1.95% of base	541
Tri - Hi - Y	1.95% of base	541
Hi - Y	1.95% of base	541
Key Club	1.60% of base	444
Senior Class Advisor	4.50% of base	1,250
Junior Class Advisor*	6.00% of base	1,666
Sophomore Class Advisor	1.51% of base	419
Freshman Class Advisor	1.51% of base	419
Dramatics	3.46% of base	961
National Honor	1.74% of base	483
Foreign Language Club	3.46% of base	961
Varsity Club	1.51% of base	419
Hi - Q	2.18% of base	605
Industrial Arts Club	2.18% of base	605
School Camp	2.76% of base	766
Band Extra Duties	10.00% of base	2,777
Reading Olympiad	1.51% of base	419
Choral Extra Duties	10.00% of base	2,777
Middle Sch. Computer Club	1.51% of base	419
Youth in Government	3.46% of base	961
S.A.D.D.	1.51% of base	419

2001/02
IRON MOUNTAIN
EXTRA CURRICULAR ACTIVITIES, CONTINUED

High School Computer Club	1.51% of base	419
Science Olympiad	1.51% of base	419
Elementary Computer Club	1.51% of base	419

*Note: Jr. Class Advisor is 6% for one person in job or 3% each for dual advisors.

Note: Based on the \$27,767 salary schedule base.

2000/01
IRON MOUNTAIN
ATHLETIC SALARY SCHEDULE

Varsity Football	18.90% of base	\$ 5,125
Assistant Varsity Football	16.28% of base	4,414
2 nd Assistant Var. Football	12.79% of base	3,468
J.V. Football	14.54% of base	3,943
Assistant J.V. Football	13.37% of base	3,625
Freshmen Football	13.96% of base	3,785
Assistant Freshmen Football	12.79% of base	3,468
Above includes 3 week pre-school coaching		

Varsity Basketball	18.90% of base	5,125
J.V. Basketball	14.54% of base	3,943
Freshmen Basketball	13.96% of base	3,785
Above includes 1 week holiday coaching		

Jr. High Basketball - 7th	3.49% of base	946
Jr. High Basketball - 8th	3.49% of base	946
8th - Girls Basketball	3.49% of base	946
7th - Girls Basketball	3.49% of base	946

Wrestling	16.28% of base	4,414
Assistant Wrestling	14.54% of base	3,943
Above includes 1 week holiday coaching		

Boy's Tennis	6.64% of base	1,801
Girl's Tennis	6.64% of base	1,801
Boy's Golf	3.78% of base	1,025
Girl's Golf	3.78% of base	1,025
Boy's Track	9.30% of base	2,522
Girl's Track	9.30% of base	2,522
Assistant Boy's Track	5.53% of base	1,500
Assistant Girl's Track	5.53% of base	1,500
Skiing	6.64% of base	1,801
Cheerleading	14.54% of base	3,943
Cheerleading Assistant	9.30% of base	2,522
Girl's Varsity Basketball	18.90% of base	5,125
Girl's J.V. Basketball	14.54% of base	3,943
Girl's Volleyball	15.00% of base	4,067
Girl's Assistant Volleyball	10.74% of base	2,912
Girl's Freshmen Basketball	13.96% of base	3,785

Ticket and Scoring Personnel \$15.00 per night

NOTE: Based on the \$27,116 salary schedule base.

2001/02
IRON MOUNTAIN
ATHLETIC SALARY SCHEDULE

Varsity Football	18.90% of base	\$	5,248
Assistant Varsity Football	16.285% of base		4,520
2 nd Assistant Var. Football	12.79% of base		3,551
JV Football	14.54% of base		4,037
Assistant JV Football	13.37% of base		3,712
Freshmen Football	13.96% of base		3,876
Assistant Freshmen Football	12.79% of base		3,551
Above includes 3 week pre-school coaching			
Varsity Basketball	18.90% of base		5,248
JV Basketball	14.54% of base		4,037
Freshmen Basketball	13.96% of base		3,876
Above includes 1 week holiday coaching			
Jr. High Basketball - 7 th	3.49% of base		969
Jr. High Basketball - 8 th	3.49% of base		969
8 th - Girls Basketball	3.49% of base		969
7 th - Girls Basketball	3.49% of base		969
Wrestling	16.28% of base		4,520
Assistant Wrestling	14.54% of base		4,037
Above includes 1 week holiday coaching			
Boys Tennis	6.64% of base		1,844
Girls Tennis	6.64% of base		1,844
Boys Golf	3.78% of base		1,050
Girls Golf	3.78% of base		1,050
Boys Track	9.30% of base		2,582
Girls Track	9.30% of base		2,582
Assistant Boys Track	5.53% of base		1,536
Assistant Girls Track	5.53% of base		1,536
Skiing	6.64% of base		1,844
Cheerleading	14.54% of base		4,037
Cheerleading Assistant	9.30% of base		2,582
Girls Varsity Basketball	18.90% of base		5,248
Girls JV Basketball	14.54% of base		4,037
Girls Volleyball	15.00% of base		4,165
Girls Assistant Volleyball	10.74% of base		2,982
Girls Freshmen Basketball	13.96% of base		3,876

Ticket and Scoring Personnel \$15.00 per night

Note: Based on the \$27,767 salary schedule base.

IRON MOUNTAIN
2000-01

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
0	25,917	26,353	26,786	27,223	27,657	27,910	28,159	28,410
1	27,005	27,532	28,052	28,574	29,099	29,425	29,744	30,071
2	28,133	28,755	29,377	29,996	30,619	31,019	31,416	31,819
3	30,507	31,230	31,958	32,681	33,408	33,892	34,379	34,872
4	31,724	32,564	33,405	34,241	35,079	35,656	36,237	36,826
5	32,992	33,955	34,914	35,875	36,833	37,512	38,195	38,884
6	34,315	35,407	36,494	37,582	38,671	39,456	40,254	41,064
7	35,685	36,916	38,147	39,379	40,607	41,512	42,426	43,360
8	37,115	38,496	39,874	41,258	42,641	43,669	44,720	45,792
9	38,599	40,142	41,686	43,227	44,770	45,936	47,136	48,356
10		40,701	42,804	44,471	47,009	48,328	49,617	51,063

\$1275 shall be paid to anyone beyond the above salary schedule.
 \$450 longevity bonus upon attainment of 15 years experience.
 \$650 longevity bonus upon attainment of 25 years experience.*
 Driver Education rate - \$17.00 per hour. \$15.00 per hour Responsibility Room Supervisor
 The Board of Education shall pay the % of the teachers' salary to the Michigan Teachers Retirement Fund.
 *Denotes fifteen year longevity amount plus \$200.

IRON MOUNTAIN

2001-02

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
0	26,539	26,985	27,429	27,876	28,321	28,580	28,835	29,092
1	27,653	28,193	28,725	29,260	29,797	30,131	30,458	30,793
2	28,808	29,445	30,082	30,716	31,354	31,763	32,170	32,583
3	31,239	31,980	32,725	33,465	34,210	34,705	35,204	35,709
4	32,485	33,346	34,207	35,063	35,921	36,512	37,107	37,710
5	33,784	34,770	35,752	36,736	37,717	38,412	39,112	39,817
6	35,139	36,257	37,370	38,484	39,599	40,403	41,220	42,050
7	36,541	37,802	39,063	40,324	41,582	42,508	43,444	44,401
8	38,006	39,420	40,831	42,248	43,664	44,717	45,793	46,891
9	39,525	41,105	42,686	44,264	45,844	47,038	48,267	49,517
10		41,678	43,831	45,538	48,137	49,488	50,808	52,289

\$1275 shall be paid to anyone beyond the above salary schedule.

\$450 longevity bonus upon attainment of 15 years experience.

\$650 longevity bonus upon attainment of 25 years experience.*

Driver Education rate - \$17.00 per hour.

*\$15.00 per hour Responsibility Room Supervisor

The Board of Education shall pay the % of the teachers' salary to the Michigan Teachers Retirement Fund.

*Denotes fifteen year longevity amount plus \$200.

MASTER TEACHING CONTRACT
IRON MOUNTAIN CITY SCHOOLS

The ratification of the Agreement with full endorsement of both parties, is hereby concluded on August 22, 2000.

Board of Education

Robert Willis

President

U.P.E.A. - I.M.E.A.

Russ Pericolosi

Secretary



