

2011-2012
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PURPOSE 18

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 district's 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

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. 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 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 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 teacher's 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. The length of the scheduled conferences shall be determined by the District.
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. The Board will maintain a reasonable pupil-teacher ratio in classrooms as recommended by School Improvement. 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.

6. 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.
7. The Board shall make every reasonable effort to provide additional typing and duplicating services for teachers.

8. GRADE 7-12 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 - 12:25 Lunch
 12:30 - 1:15 6th period
 1:20 - 2:05 7th period
 2:10 - 2:55 8th period

NORTH ELEMENTARY DAILY SCHEDULE

8:00 first bell, students report to classrooms
 9:47 recess K-2 (13 minutes)
 10:02 recess 3-5 (13 minutes)
 11:15 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)
 12:00 p.m. Developmental Kindergarten and/or p.m. Kindergarten
 1:31 recess K-2 (13 minutes)
 1:46 recess 3-5 (13 minutes)
 3:15 dismissal

CENTRAL ELEMENTARY GRADES K-6 DAILY SCHEDULE

7:56 first bell, students report to classrooms
 9:43 recess 4-6 (10 minutes)
 10:03 recess K-3 (10 minutes)
 11:08 student dismissal from a.m. Kindergarten
 11:10 lunch 1st thru 3rd (11:45 return to class)
 11:20 lunch 4th thru 6th (11:55 return to class)
 11:47 p.m. Developmental Kindergarten and/or p.m. Kindergarten
 1:10 recess 4-6 (11 minutes)
 1:30 recess K-3 (11 minutes)
 3:05 dismissal

The length of elementary recesses, lunch periods, and the length of the school day will not change, but elementary recesses, lunch periods, and school beginning and ending times may vary based on scheduling needs.

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

Each grade 7-12 teacher will have (5) five or (6) six teaching periods, as determined by the discretion of the District, (1) one Seminar period, (1) one lunch period and (1) one conference period. (For the purpose of teacher assignments, study hall, Supervisory Assignment or Resource Room is defined as a class/teaching period.)

Study hall assignments or supervisory assignments will be staffed by district assigned study/supervisor 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.

Teachers who are assigned multi-class teaching period(s) for non-core curriculum elective courses in a single class period will be consulted as to the purpose, expected student outcomes, and the expected teaching workload involved in the multi-class by June 1. The student outcomes expected and the teaching workload will be adjusted for the teacher to assimilate the workload of a normal class setting, using historically accepted levels. Any teacher assigned a multi-class teaching period will receive an \$800 stipend per multi-class teaching period per school year, \$400 one semester.

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. The Administration will consult the employee, and the local bargaining unit (I.M.E.A.). Teacher lunch lengths and prep time will not be affected.

The 9:40 to 10:10 Seminar period in grades 7-12 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.

A (½) one-half day at the end of each semester will be granted to all DK-12 teachers. This time must be used to complete grades, exams, curriculum, or any other professional duty the instructor must complete. This (½) one-half day may be completed at school or home on the wish of the instructor. On the last (½) one-half day of the second semester, the instructor must check out with his/her building principal prior to leaving.

9. Teachers will not be assigned noon duty.
10. 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
11. The elementary lunch period will be 35 minutes. The 35 minutes shall be a full 35 minutes and shall be duty free. Each full time DKG-6 classroom teacher has 216 minutes of prep time per week.
12. 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 Master Agreement 2011-2012

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.

13. 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.

The Board and the Association agree that the definition of Certified and Qualified is that the employee will be in compliance with the present specifications in State and Federal Laws in regard to Certification and Qualifications and that this definition applies to all Articles in this Agreement.

It is the sole responsibility of the employee to remain compliant in regard to all Certification and Qualification requirements.

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. The teacher's seniority shall remain unbroken despite such leave; and accumulated sick leave shall not be cancelled but shall remain credited to the member.
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, provided that the teachers that are to be retained have equal academic need for the District and they are equally certified and qualified for the present or remaining positions and presently qualified to perform the remaining work as the incumbent probationary teachers or annual contract teachers.
 - d. The order of reduction will be according to academic need, certification and seniority. In the event of a tie in seniority; layoffs will be made according to the following criteria: 1. date of hire/school board acceptance, 2. number of years teaching as a certified teacher, and 3. number of credits beyond the original certificate.
 - e. The order of recall will be according to academic need, 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 1st 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. For tenured teachers recall is limited to 3-years from the date of lay-off.
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 known 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 the member has declined the position.

A bargaining unit member who is paid unemployment compensation benefits chargeable to the Employer and who is subsequently employed in the bargaining unit shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for work performed in that school year had he/she not received unemployment compensation benefits prior to returning to employment. Teachers who are laid off at the end of the school year shall continue to receive their insurance benefits until August 31 of that year. Those teachers who are receiving the insurance benefit will not apply for unemployment compensation until September 1st of that year.

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 layoffs. Teachers with more seniority will be recalled over lesser seniority teachers, if certification and qualifications are equal and provided that the more senior teachers are presently qualified and able to perform the remaining work.
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: After the district has made all assignments needed to fill its academic needs with incumbent employees who are certified/qualified for their assignment, a vacancy exists if there are unfilled positions or a new position is created.

1. Any vacant teaching positions and/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 upon receipt of the written offer to accept the position by replying in writing to the District. Failure to reply within 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: At the beginning of each school year a full time teacher shall be given ten (10) earned sick days. If a teacher starts after the first day/month of school and/or leaves the district prior to the conclusion of the school year, their earned sick days shall be prorated accordingly. Sick days may be used 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 bon-a-fide 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 pay stub on each payroll date.
5. In the event that an employee suffers an absence due to an injury or an illness arising out of and 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.

6. The Association and Board jointly recognize that 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.
7. BEREAVEMENT LEAVE: In the event of a death of a spouse, child, or parent, five (5) days bereavement leave shall be granted and shall not be deducted from the sick leave or personal days. In the event of the death of any other immediate family member (parents of spouse, grandchildren, grandparents, brother and sister of employee and spouse, or any person for whom the employee is the legal guardian) the teacher may request as outlined in Section 1, up to five (5) days bereavement leave, not deducted from sick or personal leave. The teacher may request additional days from their sick leave or personal leave bank. 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.
8. 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.

- e. If the teacher ends employment with the district for any reason, all sick leave bank days borrowed must be paid back at that teacher's current daily rate of pay per day borrowed.
 - f. If a teacher is indebted to the school district for unearned sick leave at the time he/she ends his/her employment for any reason, the district shall have the right to deduct the value of same from the final payment due to said teacher.
9. 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 cannot 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 (1/2) 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 Teacher Master Agreement 2011-2012

Superintendent, pay shall be deducted at the rate of 1/181st 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 four 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.
6. IMEA members presently employed by the district who have current Personal Days will have the option to voluntarily donate their personal days to members currently employed who have a specific need due to extended illness for which they have a medical statement on file in the Business Office regarding the need to take leave without pay. The employee donating the leave must fill out the district "Personal Leave Donation Form" and submit it to the Superintendent per Article 8, Section 1.

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 paid 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 a 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 or 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

PROFESSIONAL DEVELOPMENT: All professional development taken after the end of the school year shall be counted toward required hours for the next school year with the approval of the Superintendent or designee.

- 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 IRS mileage rate, 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 Association's Officers, Board Representatives, and may also include, at the request of the Board, 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 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 of SIP-School Improvement, 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. Upon approval of the building Principal, teachers will be compensated at the rate of \$15.00 per hour for work on curriculum study, preparation of SIP-School Improvement, and the development of performance objectives that take place before or after school hours.
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 begins, may at the Board's 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 Board's 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.

All coaches at any level must be certified in CPR and Basic First Aid training to hold their coaching position.

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 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 or district hired sub caller 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 only by an administrator anytime he/she 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 and academic duties. Exception to this will be Lead Teachers - their individual contracts will retain their Lead Teaching duties language.
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 teaching period or teaching periods 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 21 or 26 pay periods (Sept-June) per school year. The sign-up period will be during the month of May, each year for the next new pay period year. The selection will stay on that schedule for the whole year. New employees will select as hired.

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 employee's 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 and said classes will be within the teacher's major/minor/Masters program area or classes taken to pursue additional endorsement. Classes outside these parameters must be approved by the Superintendent.
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.

Recognition of Service payments will be made according to the requirements of the mutually agreed upon Special Pay Plan and over the same payment schedule selected in the Retirement Incentive Plan.

9. Any co-op instructor with a teaching assignment of 5 periods will be compensated at \$250, with 5 ½ periods will be compensated at \$300, and 6 periods will be compensated at \$350 for each Co-op student(s) above and beyond the teacher day.
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 re-payment of retirement service credit.

RETIREMENT INCENTIVE PLAN FOR FULL-TIME TEACHERS:

Terms of the early retirement incentive plan are:

Takes effect as of February 2, 2012, prior to this day the language in the 2010-2011 contract applies.

- 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.

All teachers must provide the Superintendent with copies of documentations from ORS with the number of years and qualifications for retirement eligibility before any retirement incentive payments are made.

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)

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 a teacher who is 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 teacher's 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 the Internal Revenue Service mileage rate per mile.
 13. If a teacher elects to substitute during their conference periods, he/she shall be paid \$18.00 per hour. A teacher can however earn comp time of up to six (6) hours a year that can be used as personal time. Comp time must be used in ½ day increments and cannot be used after May 1 of each year. Any additional time earned beyond the six (6) hours of comp time will be paid out at \$18.00 per hour.
 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

Teachers Hired After July 1, 2011:

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:

The first 50 days (50 and under)	\$10 per day
The next 50 days (51-100)	\$25 per day
The next 25 days (101-300 capped at 300)	\$35 per day

Accumulated sick leave payments will be made according to the requirements of the mutually agreed upon Special Pay and over the same payment schedule selected in the Retirement Incentive Plan.

16. 403(b) PLANS

- a. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services Products, along with any other mutually selected investment providers who sign information-sharing agreements and otherwise comply with the 403b regulations shall be named as vendor(s) in the 403b Plan Document.
- b. The Board has named TSA Consulting Group as third party administrator (TPA) for the school district's 403b tax shelter and deferred retirement plan. If the TPA or a vendor charges an annual fee to a bargaining unit member for TPA services, the district shall reimburse the member for the fee upon submission of reasonable documentation verifying payment.
- c. Accordingly, the parties agree that:
 1. A plan document, consistent with all legal requirements and mutually approved by the parties, shall be adopted by the Board not later than December 31, 2008.
 2. The plan document shall allow employees the ability to make changes in their investment portfolio.
 3. Additionally, the Board shall execute an adoption agreement that shall allow for:
 - a. Employer contributions, if mutually agreed upon herein.
 - b. "Catch Up" contributions as defined by the IRS.
 - c. Emergency or hardship withdrawals as permitted by 403b regulations.
 - d. The ability of an employee to request and receive a loan as appropriate under 403b regulations.
 - e. Acceptance of contributions to the plan from monies generated by liquidation of another plan (I.E. "Rollover").

- f. Planned withdrawals.
- g. An open enrollment period exists each year that allows participating employees the ability to make changes in their status with the plan.
- h. All bargaining unit members are eligible to participate in the plan.

ARTICLE 14
INSURANCE - 2011-2012

HEALTH/MEDICAL/DENTAL/VISION/LIFE INSURANCE - PLAN

INSURANCE BENEFITS-From 7-1-2012 to 6-30-2012

1. The Board shall provide premium contribution payments toward an employee Health/Medical plan and a Dental/Vision/Life Insurance plan for the dates listed above.
2. The Board-provided combined premium contribution for the combined Health/Medical plan Dental/Vision/Life Insurance plan shall not exceed the below listed rates per the applicable employee health plan for full time employees. For employees less than full time the District contribution will be prorated accordingly.

Maximum Board Paid PAK A/Plan Annual Premiums for 2011-2012

PAK A/Plan A for Full Time Employees:

Health/Medical/Prescription Plan with Dental, Vision, Life Insurance with AD & D Plan:

Full Family Plan	\$15,000 - Annually
Two Person Plan	\$11,000 - Annually
Single Subscriber Plan	\$5,500 - Annually

The Board-provided premium contributions for any employee single Health/Medical plan, two-person Health/Medical plan, family Health/Medical plan, or Pak-Health/Medical plan, combined with the Board-provided premium contribution for a corresponding Dental/Vision/Life Insurance plan, may only be up to the actual annual premium amounts charged for any of the corresponding plans as long as the necessary premiums do not exceed the Board-capped premium contribution maximum per the applicable employee health plan as listed above for the period from 7-1-2012 to 6-30-2012.

Any portion of the plan's annual premium cost not covered by the Board-capped maximum premium contribution shall be paid by the employee via payroll deduction.

Employee premium payments via payroll deduction to cover the employee contribution toward the annual premiums not covered by the Board-paid premium amounts shall be evenly spread over the same pay periods the employee has selected for their salary payments from 7-1-2012 to 6-30-2012.

Employees will also pay all deductibles associated with the plans.

The Board will make an additional payment as listed below toward the 2011-2012 premium payment ONLY.

Additional Board Paid Annual Premiums for 2011-2012 ONLY:

(PAK A/Plan A) Full Time Employees:

Health/Medical/Prescription Plan with Dental, Vision, Life Insurance with AD & D Plan:

Full Family Plan	\$1,663.51 - Annually
Two Person Plan	\$3,544.86 - Annually
Single Subscriber Plan	\$1,039.09 - Annually

This (Additional Board Paid Annual Premiums for 2011-2012 ONLY) payment will be spread over the same payment schedule as the capped payment schedule. On June 30, 2012 this payment will stop and not be part of a successor agreement and the Board's premium payment reverts back to the 2011-2012 capped amounts listed above in the Maximum Board PAK A/Plan A Paid Annual Premiums 2011-2012.

3. Any teacher who is not receiving the 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 \$3,000.00 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 equal payments on scheduled payroll dates into a mutually agreed upon annuity between the District and the I.M.E.A. Employees may choose a cash payment instead of the \$3,340.00 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 is from May 1st until September 30th of each year. The Cafeteria Plan also offers a Pak B Option - Dental/Vision/Life Insurance - applicable employee plan along with the annuity as presented below.

Maximum Board Paid Annual Premiums for 2011-2012:

Pak B/Plan B Full Time Employees:

Pak B/Plan B Dental, Vision, Life Insurance with AD & D Plan:

Full Family Plan	\$1,362.53 Annually
Two Person Plan	80% Annually
Single Subscriber Plan	80% Annually

The Board Will make an additional payment as listed below toward the 2011-2012 premium payment ONLY.

Additional Board Paid Annual Premiums for 2011-2012 ONLY:

Pak B/Plan B Full Time Employees:

Dental, Vision, Life Insurance with AD & D Plan:

Full Family Plan	\$0 Annually
Two Person Plan	\$0 Annually
Single Subscriber Plan	\$0 Annually

This (Additional Board Paid Annual Premium for 2011-2012 ONLY) payment will be spread over the same payment schedule as the capped payment schedule. On June 30, 2012 this payment will stop and not be part of a successor agreement and the Board's premium payment reverts back to the 2011-2012 capped amounts listed above in the Maximum Board Pak B/Plan B Paid Annual Premiums 2011-2012.

The Board provided premium contributions for any employee's applicable Pak B/Plan B (Dental, Visions, Life Insurance with AD & D Plan), whether (Single,

Two-Person, or Full Family), in Plan B shall not exceed, the actual annual premium amounts charged for the applicable plans or the maximum annual Board premium contribution listed above for the period from 7-1-2012 to 6-30-2012.

Any portion of the plan's annual premium cost not covered by the Board-capped maximum premium contribution toward the annual premiums not covered by the Board-paid premium amounts shall be evenly spread over the same pay periods the employee has selected for their salary payments from 7-1-2012 to 6-30-2011.

Employees will also pay all deductibles associated with the plans.

4. 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.
5. 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.
6. 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.
7. 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.
8. Open enrollment for application for benefits shall be the month of May of each year.
9. 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.
10. 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 teacher 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 neither 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 within 20 school days of occurrence.

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

The Step I conference shall take place within five (5) school days of the day the grievance was filed. The Principal or his/her designee shall have five (5) school days to reply to the association after the conclusion of the Step I grievance conference.

The Association shall have five (5) school days to reply to the Principal or his/her designee.

Step I reply and request a Step II conference.

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

The Superintendent or his/her designee shall have five (5) school days to reply to the association upon conclusion of the Step II conference. If not settled through Step II, affect Step III.

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.

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 Teacher Master Agreement 2011-2012

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.

ARTICLE 17
NO STRIKE CLAUSE

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.

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.

In-service 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.

2011-2012
IRON MOUNTAIN
EXTRA CURRICULAR ACTIVITIES

TYPE	% OF BASE	AMOUNT
ART CLUB	3.46%	\$1,171
BAND EXTRA DUTIES	10.00%	\$3,384
CHORAL EXTRA DUTIES	10.00%	\$3,384
DRAMATICS	3.46%	\$1,171
ELEM ART CLUB	3.46%	\$1,171
ELEM COMPUTER CLUB	1.51%	\$511
ENVIRONMENTAL CLUB	2.18%	\$738
FOREIGN LANG CLUB	6.00%	\$2,031
FROSH CLASS ADV	1.51%	\$511
FUTURE TEACHERS	1.51%	\$511
HEALTH CAREERS	1.51%	\$511
HI Q	2.18%	\$738
HI Y	1.95%	\$660
HS COMPUTER CLUB	1.51%	\$511
HS SCIENCE OLYMPIAD	1.51%	\$511
IMHS HONOR SOC	1.74%	\$589
IND ARTS CLUB	2.18%	\$738
JUNIOR CLASS ADV	6.00%	\$2,031
KEY CLUB	4.50%	\$1,523
MEDIA CLUB	6.00%	\$2,031
MS COMPUTER CLUB	1.51%	\$511
READING OLYMPICS	1.51%	\$511
SADD	1.51%	\$511
SADD MS	1.51%	\$511
SCHOOL CAMP	2.76%	\$934
SCIENCE OLYMPIAD MS	1.51%	\$511
SENIOR CLASS ADV	4.50%	\$1,523
SNOWSHOE CLUB	1.51%	\$511
SOPH CLASS ADV	1.51%	\$511
STUDENT COUNCIL	1.95%	\$660
TRI HI Y	1.95%	\$660
VARSITY CLUB	1.51%	\$511
YOUTH IN GOV'T	3.46%	\$1,171
YRBOOK ADVISOR	10.00%	\$3,384

***NOTE: CLASS ADVISOR COMPENSATION WILL BE SPLIT EQUALLY IF THERE ARE DUAL ADVISORS.**

NOTE: BASED ON THE \$33,843 SALARY SCHEDULE BASE

2011-2012
IRON MOUNTAIN
ATHLETIC SALARY SCHEDULE

TYPE	% OF BASE	AMOUNT
VARSITY FOOTBALL	18.90%	\$ 6,396
ASSISTANT VARSITY FOOTBALL	16.28%	\$ 5,509
2ND ASSIST VARSITY FOOTBALL	12.79%	\$ 4,328
JV FOOTBALL	14.54%	\$ 4,921
ASSISTANT JV FOOTBALL	13.37%	\$ 4,525
FRESHMAN FOOTBALL	13.96%	\$ 4,724
ASSISTANT FRESHMAN FOOTBALL	12.79%	\$ 4,328
ABOVE INCLUDES 3 WEEK PRE-SCHOOL COACHING		
VARSITY BASKETBALL	18.90%	\$ 6,396
JV BASKETBALL	14.54%	\$ 4,921
FRESHMAN BASKETBALL	13.96%	\$ 4,724
ABOVE INCLUDES 1 WEEK HOLIDAY COACHING		
MS-BOYS BASKETBALL-7TH	3.49%	\$ 1,181
MS-BOYS BASKETBALL-8TH	3.49%	\$ 1,181
MS-GIRLS BASKETBALL-7TH	3.49%	\$ 1,181
MS-GIRLS BASKETBALL-8TH	3.49%	\$ 1,181
WRESTLING	18.90%	\$ 6,396
ASSISTANT WRESTLING	14.54%	\$ 4,921
ABOVE INCLUDES 1 WEEK HOLIDAY COACHING		
BOYS TENNIS	6.64%	\$ 2,247
GIRLS TENNIS	6.64%	\$ 2,247
BOYS GOLF	3.78%	\$ 1,279
GIRLS GOLF	3.78%	\$ 1,279
BOYS TRACK	9.30%	\$ 3,147
GIRLS TRACK	9.30%	\$ 3,147
SKIING	6.64%	\$ 2,247
VARSITY FALL CHEERLEADING	14.54%	\$ 4,921
VARSITY WINTER CHEERLEADING	14.54%	\$ 4,921
ASSISTANT FALL CHEERLEADING	9.30%	\$ 3,147
ASSISTANT WINTER CHEERLEADING	9.30%	\$ 3,147
GIRLS VARSITY BASKETBALL	18.90%	\$ 6,396
GIRLS JV BASKETBALL	14.54%	\$ 4,921
GIRLS VARSITY VOLLEYBALL	18.90%	\$ 6,396
GIRLS JUNIOR VARSITY VOLLEYBALL	14.54%	\$ 4,921
GIRLS FRESHMEN BASKETBALL	13.96%	\$ 4,724

TICKET AND SCORING PERSONNEL \$15.00 PER NIGHT

NOTE: BASED ON THE \$33,842 SALARY SCHEDULE BASE

EMPLOYEES HIRED BEFORE JUNE 30, 2002 WILL BE PLACED ON THE SALARY SCHEDULE BELOW: 2011-12

	BA	% INC	BA+8	% INC	BA+16	% INC	BA+24	% INC	MA	% INC	MA+8	% INC	MA+16	% INC	MA+24	% INC
0	\$32,345		\$32,888		\$33,431		\$33,974		\$34,516		\$34,832		\$35,143		\$35,456	
1	\$33,705	4.20%	\$34,360	4.48%	\$35,010	4.72%	\$35,660	4.97%	\$36,316	5.22%	\$36,722	5.42%	\$37,122	5.63%	\$37,530	5.85%
2	\$35,110	4.17%	\$35,887	4.44%	\$36,662	4.72%	\$37,433	4.97%	\$38,214	5.23%	\$38,712	5.42%	\$39,208	5.62%	\$39,710	5.81%
3	\$38,074	8.44%	\$38,974	8.61%	\$39,883	8.79%	\$40,756	8.96%	\$41,693	9.11%	\$42,296	9.26%	\$42,906	9.43%	\$43,521	9.60%
4	\$39,592	3.99%	\$40,641	4.28%	\$41,689	4.53%	\$42,732	4.77%	\$43,780	5.00%	\$44,499	5.21%	\$45,223	5.40%	\$45,958	5.60%
5	\$41,174	4.00%	\$42,377	4.27%	\$43,574	4.52%	\$44,772	4.77%	\$45,968	5.00%	\$46,814	5.20%	\$47,666	5.40%	\$48,528	5.59%
6	\$42,825	4.01%	\$44,189	4.28%	\$45,545	4.53%	\$46,904	4.76%	\$48,263	4.99%	\$49,242	5.19%	\$50,238	5.39%	\$51,250	5.61%
7	\$44,534	3.99%	\$46,071	4.26%	\$47,607	4.53%	\$49,146	4.78%	\$50,677	5.00%	\$51,807	5.21%	\$52,948	5.40%	\$54,114	5.59%
8	\$46,320	4.01%	\$48,044	4.28%	\$49,765	4.53%	\$51,488	4.77%	\$53,217	5.01%	\$54,498	5.20%	\$55,811	5.41%	\$57,148	5.61%
9	\$48,171	3.99%	\$50,097	4.27%	\$52,024	4.54%	\$53,948	4.78%	\$55,873	4.99%	\$57,326	5.19%	\$58,827	5.40%	\$60,349	5.60%
10	\$49,452		\$50,794	1.39%	\$53,421	2.68%	\$55,498	2.87%	\$58,668	5.00%	\$60,314	5.21%	\$61,921	5.26%	\$63,729	5.60%

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

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

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

2011-2012
IRON MOUNTAIN
ATHLETIC SALARY SCHEDULE

<u>TYPE</u>	<u>% OF BASE</u>	<u>AMOUNT</u>
VARSITY FOOTBALL	18.90%	\$ 6,396
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ABOVE INCLUDES 3 WEEK PRE-SCHOOL COACHING		
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TICKET AND SCORING PERSONNEL \$15.00 PER NIGHT

NOTE: BASED ON THE \$33,842 SALARY SCHEDULE BASE

EMPLOYEES HIRED BEFORE JUNE 30, 2002 WILL BE PLACED ON THE SALARY SCHEDULE BELOW: 2011-12

	BA	% INC	BA+8	% INC	BA+16	% INC	BA+24	% INC	MA	% INC	MA+8	% INC	MA+16	% INC	MA+24	% INC
0	\$32,345		\$32,888		\$33,431		\$33,974		\$34,516		\$34,832		\$35,143		\$35,456	
1	\$33,705	4.20%	\$34,360	4.48%	\$35,010	4.72%	\$35,660	4.97%	\$36,316	5.22%	\$36,722	5.42%	\$37,122	5.63%	\$37,530	5.85%
2	\$35,110	4.17%	\$35,887	4.44%	\$36,662	4.72%	\$37,433	4.97%	\$38,214	5.23%	\$38,712	5.42%	\$39,208	5.62%	\$39,710	5.81%
3	\$38,074	8.44%	\$38,974	8.61%	\$39,883	8.79%	\$40,756	8.96%	\$41,693	9.11%	\$42,296	9.26%	\$42,906	9.43%	\$43,521	9.60%
4	\$39,592	3.99%	\$40,641	4.28%	\$41,689	4.53%	\$42,732	4.77%	\$43,780	5.00%	\$44,499	5.21%	\$45,223	5.40%	\$45,958	5.60%
5	\$41,174	4.00%	\$42,377	4.27%	\$43,574	4.52%	\$44,772	4.77%	\$45,968	5.00%	\$46,814	5.20%	\$47,666	5.40%	\$48,528	5.59%
6	\$42,825	4.01%	\$44,189	4.28%	\$45,545	4.53%	\$46,904	4.76%	\$48,263	4.99%	\$49,242	5.19%	\$50,238	5.39%	\$51,250	5.61%
7	\$44,534	3.99%	\$46,071	4.26%	\$47,607	4.53%	\$49,146	4.78%	\$50,677	5.00%	\$51,807	5.21%	\$52,948	5.40%	\$54,114	5.59%
8	\$46,320	4.01%	\$48,044	4.28%	\$49,765	4.53%	\$51,488	4.77%	\$53,217	5.01%	\$54,498	5.20%	\$55,811	5.41%	\$57,148	5.61%
9	\$48,171	3.99%	\$50,097	4.27%	\$52,024	4.54%	\$53,948	4.78%	\$55,873	4.99%	\$57,326	5.19%	\$58,827	5.40%	\$60,349	5.60%
10	\$49,452		\$50,794	1.39%	\$53,421	2.68%	\$55,498	2.87%	\$58,668	5.00%	\$60,314	5.21%	\$61,921	5.26%	\$63,729	5.60%

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

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

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

EMPLOYEES HIRED AFTER JUNE 30, 2002 WILL BE PLACED ON THE SALARY SCHEDULE BELOW: 2011-12

BA	% INC	BA+8	% INC	BA+16	% INC	BA+24	% INC	MA	% INC	MA+8	% INC	MA+16	% INC	MA+24	% INC	
0	\$32,345	\$32,888	\$33,431	\$33,974	\$34,516	\$34,832	\$35,143	\$35,456								
1	\$33,282	2.90%	\$33,925	3.15%	\$34,565	3.40%	\$35,197	3.60%	\$35,862	3.90%	\$36,226	4.00%	\$36,603	4.16%	\$36,980	4.30%
2	\$34,247	2.90%	\$34,992	3.14%	\$35,743	3.40%	\$36,464	3.60%	\$37,261	3.90%	\$37,674	4.00%	\$38,120	4.14%	\$38,569	4.30%
3	\$35,240	2.90%	\$36,095	3.15%	\$36,956	3.40%	\$37,776	3.60%	\$38,715	3.90%	\$39,178	3.99%	\$39,701	4.15%	\$40,229	4.30%
4	\$36,263	2.90%	\$37,233	3.15%	\$38,214	3.40%	\$39,138	3.60%	\$40,223	3.90%	\$40,748	4.01%	\$41,349	4.15%	\$41,961	4.30%
5	\$37,317	2.90%	\$38,404	3.15%	\$39,514	3.40%	\$40,546	3.60%	\$41,795	3.91%	\$42,378	4.00%	\$43,066	4.15%	\$43,764	4.30%
6	\$38,398	2.90%	\$39,614	3.15%	\$40,855	3.40%	\$42,007	3.60%	\$43,425	3.90%	\$44,072	4.00%	\$44,853	4.15%	\$45,644	4.30%
7	\$39,514	2.90%	\$40,862	3.15%	\$42,244	3.40%	\$43,520	3.60%	\$45,116	3.90%	\$45,835	4.00%	\$46,712	4.15%	\$47,606	4.30%
8	\$40,658	2.90%	\$42,149	3.15%	\$43,681	3.40%	\$45,086	3.60%	\$46,875	3.90%	\$47,666	4.00%	\$48,653	4.16%	\$49,653	4.30%
9	\$41,837	2.90%	\$43,476	3.15%	\$45,167	3.40%	\$46,707	3.60%	\$48,705	3.90%	\$49,575	4.00%	\$50,672	4.15%	\$51,791	4.30%
10	\$43,048	2.89%	\$43,476	3.15%	\$46,702	3.40%	\$48,391	3.60%	\$50,606	3.90%	\$51,558	4.00%	\$52,775	4.15%	\$54,016	4.30%
11	\$44,295	2.90%	\$46,260	3.15%	\$48,290	3.40%	\$50,132	3.60%	\$52,579	3.90%	\$53,619	4.00%	\$54,964	4.15%	\$56,339	4.30%
12	\$45,582	2.90%	\$47,717	3.15%	\$49,932	3.40%	\$51,936	3.60%	\$54,628	3.90%	\$55,764	4.00%	\$57,248	4.16%	\$58,761	4.30%
13	\$46,905	2.90%	\$49,221	3.15%	\$51,631	3.40%	\$53,806	3.60%	\$56,758	3.90%	\$57,996	4.00%	\$59,623	4.15%	\$61,289	4.30%
14	\$48,170	2.70%	\$50,793	3.19%	\$53,423	3.47%	\$55,501	3.15%	\$58,667	3.36%	\$60,314	4.00%	\$61,921	3.85%	\$63,729	3.98%

\$1725 shall be paid to anyone beyond the above salary schedule.
 \$650 longevity bonus upon attainment of 25 years of experience.
 \$850 longevity bonus upon attainment of 26 years of experience.
 \$1050 longevity bonus upon attainment of 27 years of experience.
 \$1250 longevity bonus upon attainment of 28 years of experience.
 \$1450 longevity bonus upon attainment of 29 years of experience.
 \$1650 longevity bonus upon attainment of 30 years of experience.

MASTER TEACHING CONTRACT
IRON MOUNTAIN CITY SCHOOLS

The ratification of the Agreement with full endorsement of both parties, is hereby concluded on _____

Board of Education

Mrs. Amy
Ann Baranese

President

Secretary

DATE

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

Danielle Dumais
Lori Grigney

Letter of Agreement

Between the Iron Mountain Board of Education

And the

Iron Mountain Educational Association

In recognition of recent changes in legislation and additional prohibited topics of bargaining listed in the Public Employee Relation Act (PERA).

The parties agree the collective bargaining agreement between the Iron Mountain Board of Education and the Iron Mountain Educational Association contains language that is defined as prohibited topics of bargaining and are currently unenforceable. The Association agrees there shall be no grievances arising from the language that is currently unenforceable. The parties further agree that they will comply with all applicable state and federal laws in force at the time of the signing of this agreement.

This letter of agreement expires June 30 2012 and may be renewed through mutual agreement of the parties.

Iron Mountain Board Of Education

Mrs Amy

Lisa Baranese

Date _____

Iron Mountain Educational Association

Danielle Dumais

Ron Cusigney

Date _____

LETTER OF AGREEMENT

The Iron Mountain Board of Education (“Iron Mountain”) and the Iron Mountain Education Association/Upper Peninsula Education Association (“Association”) agree as follows:

1. The purpose and intent of this letter of agreement (“LOA”) is to support the shared employment of one professional staff member of the bargaining unit represented by the Association. The Association understands that Iron Mountain and the Niagara Wisconsin School District Board of Education (“Niagara”) desire to share the employment of one bargaining unit member during the 2011-2012 school year.
2. It is understood that the genesis of this agreement arises out of the fact that Iron Mountain currently anticipates sufficient enrollment and student interest to willingly share a half-time elementary music teacher. Niagara also anticipates the need to employ a half-time elementary music teacher. Iron Mountain and the Association desire to facilitate the shared employment of the affected bargaining unit member for the upcoming 2011-2012 school year.
3. This LOA is contingent upon (1) the approval and adoption by Iron Mountain of an agreement with Niagara to share services of professional staff who is a member of the bargaining unit represented by the Association and (2) timely approval of such agreement by all applicable governmental agencies and entities, including approval of teacher certification and licensure, as needed. It is understood that these contingencies may or may not be satisfied by the start of the 2011-2012 school year.
4. In the event that Iron Mountain and Niagara enter into a binding agreement to share the employment of an Association bargaining unit member, Iron Mountain and the Association agree that the affected bargaining unit member shall remain a member of the Association’s bargaining unit. Further, to the extent reasonably feasible, when employed by Niagara, the terms and conditions of employment of any affected bargaining unit member shall remain subject to as many of the terms and conditions of employment contained in any applicable collective bargaining agreement between Iron Mountain and the Association (“Master Agreement”) as are not detrimental to the shared employment contemplated by this LOA. In the event that a deviation from the Iron Mountain Master Agreement is deemed detrimental by the Association, the parties shall promptly meet to discuss the matter. In the event they are unable to resolve any alleged deviations from the Master Agreement, the Association agrees that the deviation will be permitted for the duration of this LOA. All deviations shall expire on June 30, 2012.
5. It is agreed and understood that Iron Mountain’s financial obligations to any bargaining unit member whose employment is shared with Niagara shall not exceed 50% of the applicable negotiated salary and benefits established in accordance with the Master Agreement as written. It is further agreed and understood that while any affected bargaining unit member shall retain the fringe benefits specified within the applicable collective bargaining agreement as written, Iron Mountain shall not be responsible to pay more than 50% of its share of the premiums so established. It is also agreed and understood that when assigned to Niagara, the affected bargaining unit member is responsible to satisfactorily perform his/her assigned duties as directed by Niagara and its designees. In the event a dispute arises between the districts, the employee will still receive their salary and benefits as set forth in the Master Agreement.
6. It is further agreed that Iron Mountain shall remain the employer of the affected bargaining unit member for payroll and all other purposes including MPERS and shall pay the wages and benefits as set forth in the Master Agreement and shall retain power of dismissal and power of control over employee’s conduct. Designated management representatives of Niagara may have input into the daily supervision and work assignment of the bargaining unit member and further may also have input into their performance evaluation. It is further agreed that Niagara retains the right to terminate the assignment of

the affected bargaining unit member for economic reasons in Niagara's sole discretion. In the event that Niagara terminates the assignment for economic reasons, Iron Mountain shall assign additional work to such bargaining unit member in order to provide a full-time schedule.

7. The parties agree and understand that it is not possible to anticipate all issues that may arise in the context of the shared employment contemplated by this LOA. As a result, they mutually pledge their commitment to first discuss any issues and concerns that arise before resorting to the contractual grievance arbitration procedure. In the event that a concern cannot be resolved, the affected bargaining unit member and the Association continue to have the right to resort to the contractual grievance and arbitration procedure and/or terminate this LOA in accordance with the written notice provisions described above.

8. This LOA is not precedent setting.

9. The shared employment contemplated by and described within this LOA does not constitute a breach or violation of the Master Agreement as written nor shall the Association or affected bargaining unit member initiate, file or support the filing of any charge, grievance, complaint, unfair labor practice or the like with any agency in any forum whatsoever regarding the fact of any shared employment arrangement that may result from this LOA. In the event that the Association or any affected bargaining unit member violates this paragraph 9, it is understood that Iron Mountain may terminate its agreement with Niagara without notice. However, nothing in this paragraph deprives the Association or an affected bargaining unit member of the right to grieve alleged violations of this LOA, subject to Paragraph 5 above. Further, it is understood that this paragraph does not constitute an unlawful waiver of statutory rights (e.g., FLSA, FMLA, EEOC, and the like) applicable to the shared employment.

10. The Association agrees that the fact Iron Mountain is considering shared employment for a certain bargaining unit member does not create or establish any right or expectations that any other past, present, or future bargaining unit member(s) is or are guaranteed shared employment in the event of a possible layoff or partial layoff. Further, it is agreed and understood that there is no guarantee that any shared employment contemplated by this LOA will continue in the future, nor is there any guarantee of any specific duration for any shared employment between Iron Mountain and Niagara or any other entity.

11. Iron Mountain agrees to meet with the Association member on a bi-monthly basis to evaluate the success of the agreement and to make good faith efforts to resolve any issues or concerns that may arise as a result of this agreement.

12. Any bargaining unit member employed in a shared employment arrangement pursuant to this LOA shall, as condition of that employment, be required to sign Exhibit A attached hereto.

13. The shared instructor will be paid at the IRS mileage rate for travel to and from the Iron Mountain High School to Niagara High School.

14. Except as stated herein, this LOA is the full and complete agreement of these parties. All modifications to this LOA must be in writing and signed by the parties to be effective and enforceable.

EXHIBIT A

8-29-11
Date

Danielle Demais
IMEA/UPEA/MEA

8/29/11
Date

Charles Carter
Bargaining Member

8-29-11
Date

Tom Day 8-29-11
Superintendent, Iron Mountain Public Schools

LETTER OF AGREEMENT

by and between

BOARD OF EDUCATION OF THE
IRON MOUNTAIN PUBLIC SCHOOLS

and

UPPER PENINSULA EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION

(the "Parties")

January 9, 2012

Dean of Students' Position

WHEREAS, pursuant to its Board of Education ("Board") Rights clause, in Article 2 of the Parties' Collective Bargaining Agreement ("CBA") **in effect through June 30, 2012**, the Board has established a **K-12** Dean of Students job classification ("Position"), which will be a 100% FTE teaching position.

WHEREAS, the Parties have met to discuss the implementation of the Dean of Students' Position and agree to the following terms and conditions, which will modify and amend the Parties' CBA:

1. The duties will consist of but will not be limited to the administration of the student code of conduct and discipline of **K-12** students **including the ability to suspend students**. The Position **will not** have authority to supervise, discipline, or evaluate teachers or professional bargaining unit members. A job description of the Position is attached hereto.

2. The Position's salary and benefits will be governed by the Parties' CBA.

3. The Position's duty day will begin at 11:00 a.m. and end at 3:10 p.m. The Position will be entitled to a regular lunch period as provided in Article 4 of the CBA. The Position will be entitled to a prep period in the same manner as other teaching Positions.

4. The Board will invite internal applicants to apply for the Position. The Parties agree that if a bargaining unit member is selected for the Position, that individual may request to bump back into a full-time classroom teaching assignment after the end of the semester, subject to the Board's sole authority to determine the placement of teachers under Public Act 103, MCL 423.215(3) and (4). **If an internal applicant is selected for the Position, the Parties agree that any resulting vacancy in a classroom teaching assignment may be filled for the 2011-2012 school year (December 19, 2011 to June 30, 2012) through the Board employing or contracting for a long term substitute teacher. However, if this particular classroom teaching assignment is continued into the 2012-2013 school year, then the classroom teaching assignment will be filled by a qualified bargaining unit member.**

5. The Parties agree that the Position will continue to accrue seniority as a full-time bargaining unit position. However, layoff and recall rights will be subject to Public Acts 102 and 103, MCL 380.1248 and 423.215.

6. The Parties agree that the Board's decision to place this Position in the collective bargaining unit, as described in Article 1, Recognition, of the Parties Collective Bargaining Agreement, creates no binding precedent regarding the placement of similar positions that the Board may establish in the future, and the Parties further agree that the decision to treat the Position as part of the collective bargaining unit does not diminish, restrict or otherwise affect the Board's sole right to establish full and/or part time administrative positions which are excluded from the collective bargaining unit.

UPPER PENINSULA EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION

By: Danielle Dumais

Its: President

And: Lois Arigney

Its: Secretary

And: Donny Bianco

Its: Dean of Students

BOARD OF EDUCATION FOR IRON MOUNTAIN
PUBLIC SCHOOLS

By: Mona Amy

Its: President, Board of Education

And: Yvonne Barabese

Its: Secretary, Board of Education

And: Thomas A. Tarpie

Its: Superintendent

Date: _____, 2011