

MASTER AGREEMENT

BETWEEN THE

IRON MOUNTAIN BOARD OF EDUCATION

AND THE

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

2023-2024

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MASTER AGREEMENT

This agreement entered into this 20th day of June, 2023 by and between the School District of Iron Mountain, the City of Iron Mountain, Michigan, hereinafter called the "Board" and the Upper Peninsula Education Association and the Michigan Education Association, a Michigan Corporation, hereinafter called the "Association". Contract shall be dated from June 20, 2022 and expires June 30, 2024.

ARTICLE I **RECOGNITION**

1. The Board hereby recognizes the Iron Mountain Educational Association (I.M.E.A.) as its local bargaining unit and the Upper Peninsula Education Association (U.P.E.A.) affiliated with the Michigan Education Association (M.E.A.) as the exclusive and sole bargaining representative for all certified teachers employed by the Board of Education excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Community School Director, supervisors within the meaning of the Public Employment Relations Act, Title I Administrative Staff, teacher aides, substitute teachers, Athletic Director, if not a teacher, and all other non-teaching employees.

ARTICLE 2 **ASSOCIATION RIGHTS**

1. Nothing in the Statement of Policies and Practices of the Iron Mountain Schools (Adopted April 12, 1993 and as revised and amended) shall supersede any of the terms of agreements made in this contract, except as required by 2011 PA 102-103.
2. After reviewing with the local Association, the Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), census and membership data, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the school district, together with information which may be necessary for the Association to process any grievance or complaint.
3. The Board shall advise the Association on any new or modified fiscal budgetary or tax programs, construction programs, performance contracting or major revisions of educational policy which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

RIGHTS OF THE BOARD

The Board on its own behalf and behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws as amended and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the exclusive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications or their dismissal subject to provisions of tenure law and to promote and/or transfer all such employees.
3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To approve the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
5. The Board and Association recognize that the Board under law has the final responsibility for establishing policies for the district.

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

6. The School District of the City of Iron Mountain is a general powers school district in accordance with Public Act 289 of 1995. The 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.
11. To direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the workforce.
12. An emergency manager appointed under the, "Local Financial Stability and Choice Act" (Public Act 436 of 2012), may reject, modify or terminate the collective bargaining agreement as provided in that Act. Provisions required by this subsection are prohibited subjects of bargaining under this Act.

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
TEACHING CONDITIONS

1. **Employee Nondiscrimination Policy 3122.02 - attached to back of contract**
2. Grading periods in the Iron Mountain Public Schools shall be standardized to 9-10 weeks each semester. The calendar for grades 7-12 necessitate progress reporting earlier due to the trimester schedule (see calendar on page 31). 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.
3. Dates for Parent/Teacher Conferences shall be scheduled by the District. The length of the scheduled conferences shall be determined by the District.
4. 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.
5. Up to two (2) days of orientation for teachers who are new in the Iron Mountain School System shall be held prior to the opening of school in the fall. The two (2) days shall take place at least five (5) days prior to the first scheduled professional development day of the school year.
6. 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.

7. Field trips - request should be made to building principal two weeks in advance:
 - a. Local trips which shall be paid for by the Board are subject to review by the Superintendent before final permission is granted.
 - b. Out of town trips, the cost of which shall be shared with the Board, must be approved with the presentation of a plan financing any trip.
 - c. If any class is required by the school curriculum as approved by the curriculum coordinators and building principals to have a field trip, the Board shall provide the transportation.

8. The Board shall make every reasonable effort to provide additional duplicating (copy machines/printers) services for teachers.
9. a. Schedules:

NORTH ELEMENTARY GRADES EK-4 DAILY SCHEDULE

Morning Bell	8:05
Morning Hours	8:10-11:30
EK-1st Lunch	11:20-11:40
EK-1st Lunch Recess	11:40-12:00
2nd-4th Lunch	11:40-12:00
2nd-4th Lunch Recess	12:00-12:20
Afternoon Hours	12:00-3:15
EK-1st PM Recess	1:32-1:45
2nd-4th PM Recess	1:57-2:10
Dismissal	3:15

EAST ELEMENTARY GRADES 5-6 DAILY SCHEDULE

Morning Bell	7:50
Morning Hours	7:55-11:00
5th Lunch Recess	11:20-11:40
5th Lunch	11:00-11:20
6th Lunch Recess	11:00-11:20
6th Lunch	11:20-11:40
Afternoon Hours	11:40-3:00
5th PM Recess	1:25-1:38
6th PM Recess	1:10-1:23
Dismissal	3:00

GRADE 7-12 SCHEDULE

1st Period	7:50-8:37
2nd Period	8:42-9:29
Seminar/3rd Period	9:34-10:47
4th Period	10:52-11:39
Lunch	11:39-12:14
5th Period	12:19-1:06
6th Period	1:11-1:58
7th Period	2:03-2:50

9. b. The length of elementary recesses, lunch periods, and the length of the school day will reflect the days and minutes of instruction required for the school year, but elementary recesses, lunch periods, and school beginning and ending times may vary based on scheduling

needs. The Board encourages teachers to work with principal(s) to try to achieve adequate uninterrupted reading time daily.

c. 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.

d. Each full-time grade 7-12 teacher will have (6) six teaching periods. Seven (7) periods is equivalent to a full teaching schedule plus an overload section that will be compensated at one-sixth (1/6) of the base (experience level) B.A. or M.A. salary per extra class taught, (1) one Seminar period, (1) one lunch period and (1) one prep period. (For the purpose of teacher assignments, study skill (hall), Supervisory Assignment or Resource Room is defined as a class/teaching period.) Administration may assign overload sections based on need and teacher certification/Highly Qualified status as determined by the discretion of the district. Overload sections will be communicated via an internal e-mail to staff when the need to open the overload section becomes evident. Any certified/Highly Qualified staff interested in teaching the overload section will communicate with administration regarding their interest in the assignment.

1. No teacher will fill an overload section at the expense of another full time teacher.
2. A staff member teaching an overload section will not be evaluated/observed in the overload section unless it is a prep they are currently teaching.
3. In principle, the district will make every effort to reduce the burden of overload sections by creating a new full time position at the first opportunity.

e. The district will not reduce the full time work force at its present staffing level due to the hiring of study/supervisor monitors.

f. 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.

g. Teacher class assignment schedules, including starting and finishing times, prep 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 at the EK-6 grade levels will not be affected. Prep time will be equal to one teaching period at the grades 7-12 level.

h. The 9:34 to 10:00 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. Teachers will be available to academically assist/remediate students from their own classes during this advocacy period.

i. Two full teacher/non-student contact days per school year will be granted to all EK-12 teachers. On these days administration may schedule professional development in the morning. The afternoon 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, the instructor must check out with his/her building principal prior to leaving.

j. Teachers may coordinate two (2) days per year for grade level meetings, departmental meetings, or FUTURES planning day. Substitutes will be provided by the district with approval by administration. The administration will confirm that this time will meet specifications for certification as two (2) of the five professional development day offerings required by law throughout the school year.

10. Teachers will not be assigned noon duty.

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

- a) Recess duty
- b) Bus duty
- c) Money collecting

12. The elementary lunch period will be 40 minutes. The 40 minutes shall be a full 40 minutes and shall be duty free. Each full time elementary teacher has 216 minutes of prep time per week not to include travel/driving time.

13. STUDENT DISCIPLINE - A teacher may temporarily exclude a pupil from a class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The student shall be sent to the principal's office. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. Any additional exclusion from the class for the student offense must be approved by the building principal. Teachers shall be responsible for enforcement of school wide rules and regulations and shall assist in the policing of these rules and regulations during the school day and in their school related capacities as coaches and advisors. The Board and the Association agree the enforcement of discipline for these rules and regulations fall within the realm of the building administration.

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

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

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

14. If any teacher is directed to assist handicapped students in the performance of their regular duties, special training and assistance relevant to the student's needs will be arranged for by the District.
15. The intent is to eliminate the doubling up of sections for EK-4 Specials teachers. If this is not possible given the Master Schedule constraints, the District will offer the same compensation as the prior year in which EK-4 Specials teachers were given the option to choose comp time or pay at the usual comp time rate.

If double sections are needed due to constraints, the intent is also to double up sections at the higher grade levels, which is developmentally preferable.

16. The method for calculating teaching sections for any course potentially impacted by dual enrollment will be based on the number of students in the grade, as is currently the case. Students who elect to dual enroll and who choose the concurrent option for dual enrollment will not impact the number of sections in core classes where the concurrent option is chosen. If a course can be offered by an IMPS staff member qualified to teach at the college level, the schedule will be arranged accordingly to accommodate the most eligible students possible.

This methodology allows students with potential course conflicts to have their needs met through available scheduling options that are offered by law to all of our dual enroll eligible students.

All options to offer dual enrollment courses through Iron Mountain Public Schools teaching staff will be evaluated and promoted as a way of supporting enhanced dual enrolment options for eligible students. As Iron Mountain Public Schools expands on the vision to challenge students to reach higher and demonstrate Career and College Readiness skills, this approach serves to underscore the importance of a collaborative effort to build the program and honor the contributions of IMEA teaching staff.

IMEA staff will, in turn, support the effort to coordinate with administration through curriculum mapping, common planning, and collaboration with available resources and staff dedicated to this program. The vision to deliver enhanced programming and dual enrollment options is an integral component of our District plan moving forward and demonstrates the leadership role Iron Mountain Public Schools occupies as part of an ongoing and proud tradition.

ARTICLE 4 **SENIORITY**

1. Layoff and recall guidelines are set forth in the Board of Education Policies, which are not subject to negotiations.
2. A seniority list of all teachers shall be prepared by the Board and verified by the Association. By October 1st of each year a current

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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. 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.

3. 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.
4. 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 5 **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 6 **ASSIGNMENTS**

1. Assignment guidelines are set forth in the Board of Education Policies, which are not subject to negotiations.

ARTICLE 7 **ILLNESS, BEREAVEMENT, AND DISABILITY LEAVES**

1. All leave requested will be submitted in advance in writing. Leave

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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 nine (9) 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, parent, parents of spouse, grandchildren, grandparents, brother and sister of employee and spouse, or any person for whom the employee is the legal guardian five (5) days bereavement leave shall be granted and shall not be deducted from the sick leave or personal days. The teacher may request additional days from their sick leave or personal leave bank beyond the five (5) granted bereavement leave days. The teacher has the choice to use personal days instead of sick leave. Significant others will also be included on a case by case basis approved by the Superintendent however, if approved days granted will be deducted from their sick leave or personal leave bank.
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 8 PERSONAL DAY

1. Four (4) days per year, with a maximum accumulation to seven, 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

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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. However, it is understood that extenuating circumstances do arise from time to time. If circumstances exist, an employee may request to begin early or extend a vacation one (1) time per year. The breaks that could be extended include Winter Break, Spring Break, and Thanksgiving Break. Employees should make such requests to the office of the Superintendent. A sub teacher, if required, will need to be secured before such request is made. The Superintendent may deny such requests depending on the needs of the district.
 - 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 Superintendent, pay shall be deducted at the rate of 1/185th 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. Professional development training that offers State Continuing Education Clock Hours (SCECHS) or credits through the MEA, or its affiliates, shall be treated by the district like other professional development training.
 4. No teacher shall be gone from the teaching classroom situation in front of students for aggregate accumulation of more than seven (7) days per year and no more than five (5) contiguous school days taken from bank or personal days, barring illness or injury or other extenuating circumstances with approval by administration.
 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 9
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 a like or similar position upon returning from leave.
 - 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 10 **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
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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.
 - f. Professional development offered through the Michigan Education Association shall be accepted without prejudice.
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 by mutual agreement with the understanding that a minimum of one monthly meeting time outside of the school day be reserved for this purpose.
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 \$30.00 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. Discipline and discharge guidelines are set forth in the Board of Education Policies, which are not subject to negotiations.
6. 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 District will include this language in their board of education policy guidelines. 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 11 **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.

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.

ARTICLE 12
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. Steps, lanes and longevity will be granted.
3. Non-medical expenses (Pak B) will be 100% covered by the district.
4. Teachers teaching on a part time basis will be paid one-sixth (1/6) of their base (experience level) B.A. or M.A. salary per hour taught.
5. Any teacher who assumes an extra teaching period or teaching periods shall be paid one-sixth (1/6) of their base (experience level) B.A. or M.A. salary per extra class taught.
6. 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. 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.

7. Pre-season pay will be paid on the last payday of August.
8. 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.
9. The Board will pay for no graduate hours and/or SBCEUs and SCECH (2.5 SBCEUs = 1 credit and 25 SCECHs = 1 credit) 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.
10. 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 in the Retirement Incentive Plan.

11. 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.
12. 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.
13. The IMEA teaching staff will be paid \$62.50 per student per semester for each individual course they are assigned using any of the district approved, third party virtual learning platform's. This includes core and elective courses as well as full time virtual students, part-time students, shared time students, and credit recovery students if a TOR is required. Any IMEA teaching staff member assigned to students in the virtual classroom, as part of their daily assigned schedule, on site, by period, is exempt and their compensation is attached to the assigned period per the existing master agreement. It is understood that every effort will be made to schedule students into available on-site elective course sections as part of the master schedule build process.

The IMEA instructor assigned as a teacher of record is responsible for initiating and maintaining appropriate two-way contacts as set forth by the pupil accounting coordinator and will be responsible for monitoring course progress, grades, making parent contacts when appropriate, modify lessons and/or courses when appropriate, provide instruction when requested, and entering end of semester final grades or pass/fail status in PowerSchool. The instructor will be compensated in each case for students enrolled during the virtual count window. This payment is due the teacher even if the student fails to complete the course or moves out of the district prior to completion. Payment shall be made to the teacher on the first pay period in December for the Fall Semester, and the Second Pay Period in May for the Spring Semester. Payment during these times will also include payment to the teacher assigned to the Peer to Peer program. The rate of pay for the Peer to Peer program will be \$62.50 per student per semester enrolled in the program.

TOR's should work with building leadership in evaluating the effects of virtual instruction on the pupil and allowed to make recommendation to allow for further virtual instruction or denial of future enrollment in a virtual course.

14. In order to comply with Section 164h(1)d of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the

details of those policies no later than October of each year. Such policy shall not, in any way, alter the provisions contained in this collective agreement.

15. RETIREMENT INCENTIVE PLAN FOR FULL-TIME TEACHERS:

Terms of the early retirement incentive plan are:

- a. Must have a minimum of ten (10) years of service with the Iron Mountain Public Schools.
- b. An Association member seeking early retirement must make application by February 1 of the year of retirement.
- c. The teacher seeking early retirement must qualify and make application for retirement under the Michigan Public School Employees Retirement System (MPERS).
 1. Proof of years of service from ORS is required when calculating ERI.
 2. Qualifying teacher has acquired 30 years for full retirement as provided from the Office of Retirement Services and whose name is listed on Attachment A. Any teachers whose name is not listed on attachment A as of the execution date of this agreement will not be eligible for the ERI.
 3. All teachers must provide the Director of Finance with copies of documentation from ORS with the number of years and qualifications for retirement eligibility before any incentive payments are determined.
 4. Retirement in the first year of eligibility - \$24,000 (Incentive).
- 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.
- f. Payment shall be in five equal annual payments in the five consecutive years following the retirement with the first payment in the month of September in the year of retirement. Payment shall be made according to state guidelines for retirement payments. For qualifying Early Retirement Incentive Plan employees who retire under the "ORS Summer Birthday Provision", the annual payments will follow the same payment schedule as explained above for regular eligible retirees, with payments being made in the month of September in the year of retirement provided all other requirements are met.
- g. In the event that the teacher does not take the ERI in the first year of full eligibility they will forfeit the entire ERI.

h. Early Retirement Incentive payments will be made according to the requirements of the mutually agreed upon Special Pay Plan. Five equal payments not to exceed \$24,000 (\$4,800 per year x 5 years = \$24,000) over five years beginning with September in the year of retirement will be made to qualifying teachers

16. Adjustments to teacher's salaries will be made up to the second payday in September and the first payday in February.

Credits, SBCEUs and/or SCECHs must be turned in no later than three (3) weeks before the second payday in September and the first payday in February to qualify. Credits, SBCEUs and/or SCECHS turned in after the deadline will be held until the next salary adjustment period.

17. Teachers required, in the course of their work, to drive personal automobiles shall receive the Internal Revenue Service mileage rate per mile.

18. If a teacher elects to substitute during their conference periods, he/she shall be paid \$30.00 per hour; an hour is 60 minutes, not a class period. A teacher can however earn comp time of up to fifteen (15) hours a year that can be used as comp time. Five (5) hours will equal one (1) day. Comp time must be used in ½ day increments and cannot be used after May 1 of each year, if a substitute cannot be secured. Any additional time earned beyond the fifteen (15) hours of comp time will be paid out at \$30.00 per hour. Comp time is defined as covering during one's Prep Time to allow another teacher to attend school business (IEP, REED Meeting, 504 Meeting, and/or Extracurricular Activities), or attending a mandatory meeting required by the administration that takes place during a teacher's Prep Time or outside the daily schedules as set forth in this master agreement. Comp time does not apply to mandatory monthly staff meetings. Payment shall be made to the teacher on the first pay period in December for the Fall Semester, and the second pay period in May for the Spring Semester.

19. 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.

20. Teachers hired before July 1, 2011

Following retirement and resignation but not termination 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

The district will determine the total number of unused sick days and personal days and the payout will be the dollar amount coinciding with the total number. For example, a teacher with 115 total unused sick plus personal days will be paid out \$35 for the 115 days.

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 remaining 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 in the Retirement Incentive Plan.

21. 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.

22. Teachers electing extra schedule B duties will be given the option of receiving payment spread over each pay period or in two lump sum payments (first pay period in December and last pay period in May).

ARTICLE 13
INSURANCE
HEALTH/MEDICAL/DENTAL/VISION/LIFE INSURANCE - PLAN

INSURANCE BENEFITS

1. The Board shall provide premium contribution payments toward an employee's Health/Medical plan and a Dental/Vision/Life Insurance plan from January 1st through December 31st of each year. For new hires, plans will begin on the date of employment set by the board up on approval for hire, and premiums will be covered as per section 2.a below. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September for implementation on the following January 1. Should the district no longer participate in the UPAPA or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefit are still subject to this collective bargaining and are listed elsewhere in this contract. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District's MESSA Group Insurance Policies as well as utilizing their billing definition for subscriber category of Full family, 2 Person, and Single. However, if MDE requires a different definition, MDE's interpretation will control. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this agreement. Any change in carriers shall be derived at through mutual agreement between the Board and the Association.
2. The Board-provided combined premium contribution for the combined Health/Medical plan shall not exceed the state mandated cap as provided under PA 152.

- a. The monthly Board paid premium for medical will be 1/12 of the annual state cap in effect as of January 1, 2022, and January 1, 2023.
- b. The monthly Board paid premium for ABC Plan 1 medical will be calculated as follows:

The annual state cap (based on provider status) less the Board paid bi-annual contribution (based on provider status) equals the Board paid health contribution (BPHC). The Board will pay 1/12 of the BPHC on a monthly basis for all full time employees.

The Board contribution will be 100% of the Dental/Vision/Life premium (non-medical).

Any portion of the medical plan's annual premium cost not covered by the State mandated caps as per Michigan Treasury PA 152 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 State mandated caps as per Michigan Treasury PA 152 shall be evenly spread over the same pay periods the employee has selected for their salary payments.

3. If the MESSA ABC plan 1 is selected, the Board will agree to pay the HSA contribution as follows: $\frac{1}{2}$ of the annual contribution in July and the other $\frac{1}{2}$ of the annual contribution in January if the employee is on staff on July 1st of the preceding year - not to exceed the MESSA ABC Plan 1 deductible for single or for 2 person or full family per contract year. The July payment will not be made if the employee is not scheduled to return to work for the full school year; it would be prorated based on the projected work-days. If an employee starts after July of the contract year, the contribution will be prorated. If a termination of employment by either party is known prior to a HSA payment, the HSA contribution will be prorated based on projected work-days. The employee will have the availability to receive the monthly Board paid portions of either of the other plans from July to December of each year. An open enrollment period will be allowed annually. In no case will the Board be required to contribute more than the amount permitted by 2011 PA 152.
4. 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 sum equal to 40% of the State mandated caps as per Michigan Treasury PA 152 otherwise paid by the employer. The Cafeteria Plan total sum to be paid out is for an annual, 12 month Health Insurance Plan, July 1 through June 30 to be paid out in December and May. The employee will not receive payment for any months the employee is not employed, i.e., late hire, or early retirement. Employment for new hires will be determined by the day set by the board up on board approval. Open enrollment is the month indicated by the health insurance provider. The Cafeteria Plan also offers a Plan B Option - Dental/Vision/Life Insurance - applicable employee plan along with the annuity as presented below.

Proof of alternative medical insurance coverage will be required annually for all employees who elect to receive cash in lieu of medical insurance.

The Board provided premium contributions for any employee's applicable 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.

The Board contribution will be 100% of the Plan B premium.

Premium cost for non-negotiated elective options not covered by the Board-paid premium 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.

Employees will also pay all deductibles associated with the plans.

5. I.M.E.A members will select from the health options offered through the Upper Peninsula Area Purchasing Agreement. Those selections may be changed during open enrollment of each year. The non-health benefits offered will be as described in MESSA Quote: 349131 dated 08/16/21.
6. 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.
7. 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.
8. 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.
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 14 **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 15 **NEGOTIATING PROCEDURES**

1. While no final agreement shall be executed without ratification by the local bargaining unit (I.M.E.A.), the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The power to decide whether or not to enter into, ratify or execute a collective bargaining agreement with the district rests solely with the members of the local bargaining unit (I.M.E.A.) who are employees of the district and shall not be delegated to a bargaining representative or educational association or conditioned on approval by a bargaining representative or an educational association.
2. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures.
3. In the event that the Board of Education studies and implements a school improvement plan, it shall implement the plan in accordance with the revised School Code, Public Act 291 of 1995, Section 380:1277 and Public Act 112. Any part of the school improvement plan that is implemented that does not fall within the rights of the Board according to state laws, school code and P.E.R.A. and violates, contradicts, or is inconsistent with the terms and provisions of this collective bargaining agreement shall not be implemented.

4. The Board in accordance with Section 15 (3) (H) of P.E.R.A. as added by Public Act 112., at its discretion may implement experimental or pilot programs and make decisions concerning the staffing and use of technology in these programs so they can carefully examine these programs for their potential educational value to deliver educational programs and services.

ARTICLE 16 **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 17 **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.

Iron Mountain Public Schools Calendar 2023-2024

Monday, August 28th: Professional Development Day for Teachers
 Tuesday, August 29th: Professional Development Day for Teachers
 Wednesday, August 30th: First Day for Students
 Friday, September 1st: No School – Labor Day Weekend
 Monday, September 4th: No School – Labor Day Weekend
 Tuesday, September 5th: Classes Resume
 Friday, October 13th: No School – Professional Development Day (In house, U.P.- Wide)
 Friday, November 3rd: End of First Quarter
 Wednesday, November 8th: EK-12th ½ Day AM Students; P/T Conferences 12-3 pm , 4-6 pm
 Wednesday, November 15th: No School- Professional Development Day for Teachers (In house)
 Wed., November 22nd: EK-12th ½ Day AM Students; ½ Day PM Professional Development
 Thursday, November 23rd: No School – Thanksgiving Break
 Friday, November 24th: No School – Thanksgiving Break
 Wednesday, December 20th: No School – First Day of Winter Break
 Wednesday, January 3rd: Classes Resume
 Friday, January 19th: End of First Semester, ½ Day AM Students, PM Records Day
 Wednesday, January 24th: No School- Professional Development Day for Teachers
 Monday, February 12th: No School- Mid-Winter Break
 Wednesday, March 13th: No School; Professional Development Day
 Friday, March 22nd: End of 3rd Quarter
 Monday, March 25th: No School – First Day of Spring Break
 Tuesday, April 2nd: Classes Resume
 Wednesday, May 8th: ½ Day AM Students; Professional Development Day
 Friday, May 24th: IMHS Graduation 6 PM
 Monday, May 27th: Memorial Day
 Wednesday, June 5th: Last Day EK-11th ½ day AM only all students- PM Teacher Records Day

	<u>Student Days</u>	<u>Teacher Days</u>
August	2	4
September	19	19
October	21	22
November	19	20
December	13	13
January	20	21
February	20	20
March	15	16
April	21	21
May	22	22
June	<u>3</u>	<u>3</u>
TOTALS	175	181

Administrators may schedule up to two (2) full days or four (4) ½ days for Professional Development for staff throughout the school year upon administrative need. These days will be scheduled in lieu of scheduled student days.

2023-2024
IRON MOUNTAIN PUBLIC SCHOOLS
EXTRA CURRICULAR ACTIVITIES

<u>TYPE</u>	<u>% OF BASE</u>	<u>AMOUNT</u>	
ART CLUB	3.46%	\$ 1,156	
BAND EXTRA DUTIES	18.90%	\$ 6,314	
CHORAL EXTRA DUTIES	10.00%	\$ 3,341	
DRAMATICS	3.46%	\$ 1,156	
ENVIRONMENTAL CLUB	2.18%	\$ 728	
FOREIGN LANGUAGE CLUB	6.00%	\$ 2,005	
FRESHMAN CLASS ADVISOR	1.51%	\$ 504	
HIGH SCHOOL QUIZ BOWL	2.18%	\$ 728	
HOMEWORK SUPERVISOR		\$ 30	/Hour
JUNIOR CLASS ADVISOR	6.00%	\$ 2,005	
KEY CLUB	4.50%	\$ 1,503	
MENTOR FOR NEW TEACHERS		\$ 300	
NATIONAL HONOR SOCIETY	2.18%	\$ 728	
READING OLYMPICS	1.51%	\$ 504	
SATURDAY SCHOOL SUPERVISOR		\$ 30	/Hour
SCIENCE OLYMPIAD HIGH SCHOOL	1.51%	\$ 504	
SCIENCE OLYMPIAD MIDDLE SCHOOL	1.51%	\$ 504	
SENIOR CLASS ADVISOR	4.50%	\$ 1,503	
SOPHMORE CLASS ADVISOR	1.51%	\$ 504	
SPIRIT STORE	1.51%	\$ 504	
STUDENT COUNCIL HIGH SCHOOL	6.00%	\$ 2,005	
STUDENT COUNCIL MIDDLE SCHOOL	1.51%	\$ 504	
SUMMER SCHOOL INSTRUCTOR		\$ 30	/Hour
TRI HI Y	1.95%	\$ 651	
VARSITY CLUB	1.51%	\$ 504	
YEARBOOK ADVISOR HIGH SCHOOL	10.00%	\$ 3,341	
YEARBOOK ADVISOR MIDDLE SCHOOL	2.18%	\$ 728	
YOUTH IN GOVERNMENT	1.73%	\$ 578	

Note - Class Advisor compensation will be split if there are dual advisors.

Note - % of Base based on \$33,409 Salary Schedule Base from 2022-23

2023-2024
IRON MOUNTAIN PUBLIC SCHOOLS
ATHLETIC SALARY SCHEDULE

<u>TYPE</u>	<u>% OF BASE</u>		<u>AMOUNT</u>
VARSITY FOOTBALL	18.90%	\$	6,314
ASSISTANT VARSITY FOOTBALL	16.28%	\$	5,439
2nd ASSISTANT VARSITY FOOTBALL	12.79%	\$	4,273
JV FOOTBALL	14.54%	\$	4,858
ASSISTANT JV FOOTBALL	12.71%	\$	4,246
FRESHMAN FOOTBALL	13.96%	\$	4,664
ASSISTANT FRESHMAN FOOTBALL	12.79%	\$	4,273
(ALL ABOVE INCLUDES 3 WEEK PRE-SCHOOL COACHING)			
BOY'S VARSITY BASKETBALL	18.90%	\$	6,314
BOY'S JV BASKETBALL	14.54%	\$	4,858
BOY'S FRESHMAN BASKETBALL	12.71%	\$	4,246
(ALL ABOVE INCLUDES 1 WEEK HOLIDAY COACHING)			
MS-BOY'S BASKETBALL - 7TH GRADE	3.49%	\$	1,166
MS-BOY'S BASKETBALL - 8TH GRADE	3.49%	\$	1,166
MS-GIRLS'S BASKETBALL - 7TH GRADE	3.49%	\$	1,166
MS-GIRLS'S BASKETBALL - 8TH GRADE	3.49%	\$	1,166
WRESTLING	18.90%	\$	6,314
ASSISTANT WRESTLING	7.94%	\$	2,653
(ALL ABOVE INCLUDES 1 WEEK HOLIDAY COACHING)			
BOY'S TENNIS	6.64%	\$	2,218
GIRL'S TENNIS	6.64%	\$	2,218
BOY'S and GIRL'S GOLF	4.77%	\$	1,592
HEAD TRACK	12.71%	\$	4,246
ASSISTANT TRACK	3.18%	\$	1,061
VARSITY FALL SIDELINE CHEER	4.77%	\$	1,592
VARSITY WINTER COMPETITIVE CHEER	11.12%	\$	3,715
MS WINTER COMPETITIVE CHEER	2.37%	\$	792
GIRL'S VARSITY BASKETBALL	18.90%	\$	6,314
GIRL'S JV BASKETBALL	14.54%	\$	4,858
GIRL'S FRESHMAN BASKETBALL	12.71%	\$	4,246
GIRL'S VARSITY VOLLEYBALL	18.90%	\$	6,314
GIRL'S JV VOLLEYBALL	14.54%	\$	4,858
GIRL'S FRESHMAN VOLLEYBALL	12.71%	\$	4,246

Note - % of Base based on \$33,409 Salary Schedule 2022-2023 Base

EMPLOYEES ANNUAL COMPENSATION FOR 2023-2024 WILL BE PLACED ON THE SALARY SCHEDULE BELOW:

	BA	% INCREASE	BA+8	% INCREASE	BA+16	% INCREASE	BA+24	% INCREASE	MIA	% INCREASE	MA+8	% INCREASE	MA+16	% INCREASE	MA+24	% INCREASE
0	\$ 31,080		\$ 31,669		\$ 36,258		\$ 36,847		\$ 37,434		\$ 37,777		\$ 38,114		\$ 38,454	
1	\$ 36,097	2.90%	\$ 36,792	3.15%	\$ 37,490	3.40%	\$ 38,173	3.60%	\$ 38,894	3.90%	\$ 39,288	4.00%	\$ 39,700	4.16%	\$ 40,107	4.30%
2	\$ 37,144	2.90%	\$ 37,948	3.14%	\$ 38,763	3.40%	\$ 39,547	3.60%	\$ 40,411	3.90%	\$ 40,860	4.00%	\$ 41,344	4.14%	\$ 41,832	4.30%
3	\$ 38,221	2.90%	\$ 39,143	3.15%	\$ 40,083	3.40%	\$ 40,971	3.60%	\$ 41,967	3.90%	\$ 42,480	3.95%	\$ 43,039	4.15%	\$ 43,631	4.30%
4	\$ 39,330	2.90%	\$ 40,376	3.15%	\$ 41,446	3.40%	\$ 42,446	3.60%	\$ 43,625	3.90%	\$ 44,194	4.01%	\$ 44,846	4.15%	\$ 45,507	4.30%
5	\$ 40,470	2.90%	\$ 41,648	3.15%	\$ 42,853	3.40%	\$ 43,974	3.60%	\$ 45,331	3.91%	\$ 45,962	4.00%	\$ 46,707	4.15%	\$ 47,464	4.30%
6	\$ 41,644	2.90%	\$ 42,960	3.15%	\$ 44,312	3.40%	\$ 45,557	3.60%	\$ 47,098	3.90%	\$ 47,800	4.00%	\$ 48,646	4.15%	\$ 49,505	4.30%
7	\$ 42,851	2.90%	\$ 44,313	3.15%	\$ 45,819	3.40%	\$ 47,197	3.60%	\$ 48,933	3.90%	\$ 49,712	4.00%	\$ 50,663	4.15%	\$ 51,633	4.30%
8	\$ 44,094	2.90%	\$ 45,709	3.15%	\$ 47,377	3.40%	\$ 48,896	3.60%	\$ 50,844	3.90%	\$ 51,702	4.00%	\$ 52,772	4.16%	\$ 53,854	4.30%
9	\$ 45,373	2.90%	\$ 47,149	3.15%	\$ 48,987	3.40%	\$ 50,657	3.60%	\$ 52,827	3.90%	\$ 53,769	4.00%	\$ 54,862	4.15%	\$ 56,169	4.30%
10	\$ 46,689	2.90%	\$ 48,634	3.15%	\$ 50,633	3.40%	\$ 52,480	3.60%	\$ 54,887	3.90%	\$ 55,919	4.00%	\$ 57,243	4.15%	\$ 58,585	4.30%
11	\$ 48,043	2.90%	\$ 50,166	3.15%	\$ 52,375	3.40%	\$ 54,969	3.60%	\$ 57,027	3.90%	\$ 58,116	4.00%	\$ 59,619	4.15%	\$ 61,104	4.30%
12	\$ 49,436	2.90%	\$ 51,746	3.15%	\$ 54,156	3.40%	\$ 56,327	3.60%	\$ 59,232	3.90%	\$ 60,482	4.00%	\$ 62,099	4.16%	\$ 63,751	4.30%
13	\$ 50,870	2.90%	\$ 53,376	3.15%	\$ 55,997	3.40%	\$ 58,354	3.60%	\$ 61,562	3.90%	\$ 62,902	4.00%	\$ 64,676	4.15%	\$ 66,472	4.30%
14	\$ 52,343	2.70%	\$ 55,079	3.19%	\$ 57,940	3.47%	\$ 60,193	3.15%	\$ 63,631	3.36%	\$ 65,418	4.00%	\$ 67,166	3.80%	\$ 69,117	3.98%

EMPLOYEES HIRED AFTER JUNE 30, 2002 WILL BE AWARDED LONGEVITY BASED ON THE

GRID BELOW

LONGEVITY	LONGEVITY
ADD TO PAY	INCREASE
15-24	\$ 1,725 1725.00
25	\$ 2,375 650.00
26	\$ 2,575 200.00
27	\$ 2,775 200.00
28	\$ 2,975 200.00
29	\$ 3,175 200.00
30	\$ 3,375 200.00

\$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.

NOTE: THIS IS THE 2022-23 GRID WITH AN INCREASE IN WAGES OF .05

EMPLOYEES HIRED BEFORE JUNE 30, 2002 WILL BE AWARDED LONGEVITY BASED ON THE

GRID BELOW

LONGEVITY	LONGEVITY
ADD TO PAY	INCREASE
11-14	\$ 1,275 1275.00
15-24	\$ 1,725 450.00
25+	\$ 1,925 200.00

\$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.⁴

The Board of Education shall pay the 1/2 of the teachers' salary to the Michigan Teachers Retirement Fund.

⁴ Denotes fifteen year longevity amount plus \$200

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**MASTER TEACHING CONTRACT
IRON MOUNTAIN CITY SCHOOLS**

Both parties have ratified and agree to execute this agreement as of the date of the last ratification vote, June 22, 2023. This agreement shall continue in effect until the 30th day of June, 2024. Negotiations between the parties shall begin at least 30 days prior to the contract expiration date. If Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period by mutual agreement of the parties.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives.

Board of Education

Lisa Bazzanese
Vice President

Lisa Carollo
Secretary

8/14/23
Date

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

Amy Petronio
Co-President

Karla Oeri
Co-President

8/14/23
Date

APPENDIX A

The ERI Eligible Employee List

ELIZABETH BRAY
MARY BETH BROWN
RHONDA CAREY
JEFF CHRISTIANSEN
RENEE GRENIER
MICHELE HAFERKORN
SHANNON HANSEN
MICHELLE HERMAN
KATELYNN GRENIER
ROBIN MARTTILA
JODI MAYCUNICH
KAYE MIZINIAK
SHELLY PETRUSCH
AMY PIETRANTONIO
PAMELA PIRKOLA
DALE POWELL
CRAIG RECLA
SHANNON ROSENTHAL
KRISTIN STANCHINA
THOMAS THOMANN
EDWARD WILLIAMS
RENEE YAKE

Note: Removal from list indicates only that they have retired, left the district, or are otherwise not eligible for the ERI. In no way does it imply that someone who has retired is no longer eligible for the incentive payments for the remaining years that they are owed the incentive based on when they retired.