2026-2028

MASTER CONTRACT

between the

DISTRICT

(Board of Education of the Ishpeming
Public School District No. 1 of
Ishpeming, Michigan)

and the

ASSOCIATION

(Upper Peninsula Education Association
and the Michigan Education Association)

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MASTER AGREEMENT

THIS MASTER AGREEMENT is entered into as of the date set forth in the "Term of This Agreement" Article, by and between the "District", the Board of Education of the City of Ishpeming, Michigan, District No. 1 and the "Association" or "Union", the Upper Peninsula Education Association and the Michigan Education Association.

PURPOSE AND INTENT

The parties recognize that their primary individual and joint objective is to provide a quality education to the children of the District. They further recognize that the quality of education provided greatly depends upon the expertise, dedication, and morale of the teaching staff, and further that the educational objectives must be accomplished within a budget determined by means and methods outside of the control of either of the parties. It is the intent and purpose of the parties to set forth herein the entire agreement between them for the term hereof as to the wages, hours, and other terms and conditions of employment to be observed between the parties hereto. To these ends, the District and the Association encourage to the fullest degree friendly and co-operative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION OF THE ASSOCIATION'S STATUS

Section 1 - Bargaining Unit Description

Pursuant to and in accordance with the Michigan Public Employment Relations Act, as amended, the District recognizes the Association as the exclusive representative for the purpose of collective bargaining as to wages, hours, and other terms and conditions of employment for the term of this Agreement, and continuing beyond its expiration unless certification has been revoked as provided under the Employment Relations Act, of all employees of the Association included in the following described bargaining unit: certified teachers, non-certified teachers (as permitted by the Revised School Code), guidance counselors, librarians, and nurse, but specifically excluding the superintendent, principals, business manager, custodians, temporary teachers and substitute teachers, teacher aides, office, clerical, and other nonprofessional employees. The term "teacher" when used in this Agreement shall refer to all employees who are members in the above-described bargaining unit.

Section 2 - Posting Association Notices; Bulletin Boards; In-District Mail; Association Insignia

The Association may post notices of Union meetings, Union recreation and social affairs, and Union elections and appointments on teacher bulletin boards without prior approval by the District, but no other notices shall be posted thereon without the prior approval of the administration. At least one (1) bulletin board for teacher use will be provided in each school building. So long as objection is not made by the administration, the Association may make reasonable use of the in-district mail service and teacher mail boxes for communications to teachers. No teacher shall be prohibited from wearing appropriate insignia, pins, or other identification of membership in the Association on school premises, provided they are in good taste, and further provided they are not discussed with students during classroom hours.

ARTICLE II - RECOGNITION OF THE DISTRICT'S RIGHTS

Section 1 – Management & Board Rights

The board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of Michigan and of the united states, provided that such rights and responsibilities shall be exercised by the board and in conformity with the provisions of this contract.

This contract shall by way of illustration and not by way of limitation, the right to:

a) Manage and control the schools 'business, the equipment, the operations and to direct the working forces and affairs of the employer.

b) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.

c) Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein. Methods in this article do not refer to teaching methods.

d) Adopt reasonable rules and regulations.

e) Determine the qualifications of employees.

f) Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, building or other facilities.

g) Determine the placement of operations, production, services, maintenance, or distribution of work, and the source of materials and supplies.

h) Determine the financial policies including all accounting procedures, and all matters pertaining to public relations.

i) Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.

j) Determine the policy affecting the selection of employees.

Section 2 - No Restriction of District/Association/Teacher Legal Rights

Nothing contained herein shall be considered to deny or restrict the Board, the Association or the teachers of their rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III - UNION REPRESENTATION

The teachers who are covered by this Agreement shall be represented by an Association Negotiation Committee. The chairperson of the Local Association Negotiation Committee shall keep the Superintendent currently advised, in writing, of the names of the members of the Association Negotiation Committee, the building representatives, the officers of the Ishpeming Education Association, the chairperson of the Upper Peninsula Education Association, and the Regional Director of the Michigan Education Association. The Board may deal with authorized representatives of the Ishpeming Education Association, Upper Peninsula Education Association, and Michigan Education Association as if all are representatives of each of the organizations, and for all purposes as if each is a representative and agent of the "Association". The Superintendent shall keep the chairperson of the Local Negotiating Committee currently advised, in writing, of the name of the chairperson and members of the District Bargaining Committee. All correspondence concerning negotiations or quarterly meetings shall be submitted and signed by the Chairperson or acting chairperson of the Association Negotiation Committee. Either party may have such consultants or other persons as it may deem necessary at any meetings between the parties.

ARTICLE IV - SUBSTITUTE AND REPLACEMENT TEACHERS

Section 1 - Employment of Substitute and Replacement Teachers

The Board and the Association agree that substitute and replacement teachers will be employed as defined below.

Section 2 - Substitute Teacher

A substitute teacher is one who will be employed as follows:

A. Employed on a daily basis.

B. Is not required to perform all duties of a regular classroom teacher.

C. Does not hold a specific classroom assignment.

D. Is excluded from the bargaining unit.

E. Is paid at a daily rate for services.

Section 3 - Replacement Teacher

A replacement teacher is not a temporary teacher and shall be a member of the bargaining unit and employed as follows:

A. Holds a regular classroom assignment.

B. Shall be given a contract for a period which extends 150 teaching days or longer.

C. Shall be granted all privileges and benefits as defined in the Agreement for full-time teachers.

D. Shall be placed on the current salary schedule.

E. Is required to perform the duties of a regular classroom teacher.

ARTICLE V - SALARIES

Section 1 - Salary Schedule

The salary schedule for teachers covered is set forth in Appendix A, which is attached and incorporated by reference.

Section 2 – Approval of Credits Earned

A. Prior to taking graduate hours which are intended for advancement on the salary schedule, the teacher and the Superintendent or his/her designee will meet to discuss the

teacher's professional growth including their advanced degree intentions and course work contemplated. Only graduate hours approved in advance, and earned *after* completion of the indicated degree, will normally be counted toward advancement horizontally on the salary schedule. (For example, only graduate hours taken *after* completion of the MA degree will be counted for advancement to the MA+15 column. If approved in advance, but earned prior to completion of the MA degree, such hours would be credited only toward advancement to the BA+15 or BA+30 columns even if more than 30 hours were completed.)

B. Advancement on the salary schedule will be subject to the following conditions:

1. (a) As long as the graduate program is reasonably related to professional development in the field of education, or district needs, the teacher may choose their own degree program. (b) Once a specific graduate program has been chosen, graduate hours which are requirements for such an advanced degree will be credited toward advancement on the salary schedule.

2. Graduate hours taken for improvement in the education field will be credited so long as they are reasonably related to professional development or district needs.

3. Hours will be credited only upon approval by the Superintendent or his/her designee and must be from an accredited institution. To be credited the teacher must have completed the course satisfactorily (Grade C or better).

4. Hours for credit beyond the BA degree must normally be graduate hours. The District may grant credit for undergraduate hours where the District (after the teacher has been employed) has identified a need for the teacher to take undergraduate hours, but approval must be obtained prior to taking the hours and must specifically state, in writing, that the hours are not graduate hours but will be credited toward advancement horizontally on the salary schedule.

The Board shall pay the tuition costs for all courses that are mandated by the Board. This does not apply to courses required for continuing certification.

Section 3 – Payment of Credits Earned

A. Teachers earning approved credits prior to any school year shall be compensated and/or placed in the appropriate category to be effective the school year following the completion of the credits. Proof of credits earned must be furnished by transcript by August 31st of the current school year.

B. A bargaining unit member shall be placed on the longevity steps at the beginning of the school year following the date they have completed their credits.

Section 4 - Military Experience Applied to Salary Schedule

Any teacher who has had their certified teaching experience interrupted by military experience shall be granted up to two (2) years maximum on the salary schedule.

Section 5 - Pay Periods

Teachers will normally be paid on a bi-weekly basis of twenty-six (26) pay periods per year. Teachers may, however, upon proper written election prior to the start of the school year, elect to be paid bi-weekly on the basis of twenty-two (22) equal pay periods per year or elect to be paid bi-weekly on the basis of twenty-six (26) pay periods per year during the school year (as set forth in the School Calendar), with their remaining salary being paid as a lump sum at the end of the school year.

Section 6 – Merit Pay

Teacher shall be paid merit pay based on their final annual evaluation rating. Teachers who earn an evaluation rating of Effective shall be paid one payment of $100. Payment will be made to employee on the last pay of the contract year.

Section 7 – Online Academy Mentor Pay

Teachers who mentor an online academy course shall be paid a stipend of $100 per student in a given course per semester to: correct work, mentor, and assign a grade. Payment will be made at the end of each semester, after approval by the building principal, and only if the mentorship is not scheduled within the instructor's regular scheduled day as a class.

Section 8 – Direct Deposit

All teacher paychecks will be deposited via direct deposit in the bank account designated in writing by the employee.

Section 9 - Teacher Coverage

When a teacher needs to cover an additional class, above their regular schedule, the following will apply:

A. If it occurs during the teachers' preparation period, they shall be paid the current prep-time coverage general rate in Appendix A or earn compensatory time based on time worked to the nearest 15 minutes (rounded up to the nearest 15 minute if in between). If the prep-time lost is 45 minutes or more, the teacher will earn one hour at the prep-time coverage general rate or one comp-time hour.

B. If covering 8 or more students from an additional class, along with having their regular scheduled students present, the teacher shall be paid $75 for a full day (over 3.5 periods), and $37.50 for a half day (over 2 periods).

C. If a teacher covers fewer than 8 additional students, or if the teacher's regularly scheduled students are not present, then the teacher shall receive no additional compensation.

Section 10 – Compensatory Time

A. Compensatory time may be earned for the following reasons: teaching during a preparation period or attending a mandatory school meeting not otherwise required in this agreement. Teachers may choose to accrue compensatory time, or be paid at contracted general rate.

B. Compensatory time may be submitted for time worked rounding to the nearest 15 minutes (round up when in between). If the prep-time lost is 45 minutes or more, the teacher will earn one hour at the prep-time coverage general rate or one comp-time hour.

C. When taking compensatory time, it may be taken in 15-minute intervals, provided the request is approved by the employee's immediate supervisor and if coverage is available. When taking a whole or half day of compensatory time off, 6.5 hours worked is equal to 1 comp day and 3.25 hours is equal to ½ comp day, provided the request is approved by the employee's immediate supervisor and if coverage is available. The employees' immediate supervisor must approve/authorize in advance the earning of compensatory time.

D. Teachers may accrue up to seven days, with additional days being paid at contracted general rate.

Section 11 – Prior Experience

A. Up to eight (8) years of experience may be awarded at the time of hire for prior K-12 certified teaching experience outside the Ishpeming Public School District at the discretion of the Superintendent with Board approval. Credit will not be considered for Substitute Teaching Experience.

B. Any current employee with at least 8 years of experience as defined above, that are below step 8, may submit prior to August 25, 2025, a written request to be moved to step 8 on the 2026-2028 IEA Salary Schedule.

ARTICLE VI - ADDITIONAL BENEFITS

Section 1 - Early Retirement Incentive Plan

A. Full-time teachers must meet requirements for retirement as established by the Michigan Public School Employees Retirement System.

B. Full-time teachers must have taught a minimum of fifteen (15) years in the Ishpeming School District.

C. Incentive payment shall be paid to the employee only. Any and all tax liabilities and consequences, including but not limited to income taxes and social security taxes (employee's share), are the sole responsibility of the employee; the employee agrees to indemnify and hold harmless the District, its Board members, agents and employees, from and against any responsibility for tax liability or consequences as a result of such early retirement benefit payments. Should the status of the retiree change through return to teaching in Michigan not consistent with the earning limitations specified by the guidelines of the Michigan Public School Employees Retirement Act, or death, payments will cease on the month of changed status.

D. Persons retiring due to medical disability qualifying them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible for benefits under this plan.

E. Notice is to be given for any school year on or before June 1 (and as soon as possible, but before the beginning of the semester prior to retirement, of the contractual school year).

F. A teacher shall have a letter of resignation from the Ishpeming School District on file on or before June 1, (and as soon as possible, but before the beginning of the semester before retirement, of the contractual school year).

G. Early retirement incentive plan applicants must retire at the end of a semester in order to qualify for payment.

H. Payments shall be made monthly beginning in September following retirement when a person indicates his/her intent to retire by January 15 of the previous school year, and monthly payments shall begin in February when a person indicates to retire by August 15 of the previous school year.

I. The Early Retirement Incentive Payment will be two hundred ($200) per month for a maximum period of seven (7) years (or until earlier qualification for reduced old age insurance and benefits under Title II of the Social Security Act, or death).

Section 2 - Severance Pay

A. Upon retirement from the profession, while an employee of the District, or death while an active teacher in the District, teachers or their beneficiaries or legal representatives will have the option of selecting either one of the following payments:

(1) The accumulated number of days of unused sick leave credited to the teacher times $45.00, not to exceed a maximum of $8,100.00

(2) For a teacher who has been employed by the District for ten (10) years, one (1) week's current salary plus one (1) day's current salary for each year of employment by the District in excess of ten (10) years, up to a maximum of $1,500.00.

B. Teachers shall designate a beneficiary for these plans. Teachers must notify the Superintendent in writing of their intention to retire from the profession at least sixty (60) days in advance of such retirement to qualify for payment under these plans. The 60-day notification requirement may be waived in exceptional cases, such as retirement due to injury during such 60-day period. To qualify for payment under the plans on July 1 of the year of retirement, the teacher must notify the Superintendent in writing of the intention to retire on or before October 1 of the year prior to retirement. If a teacher fails to so notify by October 1 of such intention, but does properly notify at least

sixty (60) days in advance of retirement, monies due under the plans shall be paid, but need not be paid until July 1 of the year following the year of retirement. The payment may be made immediately if the Board determines that money for such payment is available.

C. Retirement shall mean "retirement" as meant at the time such language was originally negotiated into the collective bargaining agreement at the bargaining table.

Section 3 - Mileage Allowance

Teachers required in the course of their work to drive their own personal automobiles shall receive a mileage allowance as permitted by the present IRS rule for all such authorized miles driven by them. The same allowance shall be given for the teacher's use of their personal automobile for authorized field trips or for other authorized business of the District. In no event will any such automobile allowance be paid for travel to or from an employee's place of residence.

Section 4 - School Activities Pass

Teachers shall be given a pass granting the teacher, together with one (1) guest, free admission to all school activities, provided such pass shall entitle them to admission only, but shall not entitle them to receive reserve seats or other priorities.

Section 5 - Reimbursement - Damage to Teacher's Property

The District will reimburse a teacher for any malicious damage or destruction to clothing or personal articles (excluding automobiles) arising out of the performance of the teacher's duties.

ARTICLE VII - TEACHING SCHEDULES

Section 1 - Normal Daily and Weekly Schedules

This Article is intended to define the normal daily and weekly work schedule. While the District intends to currently follow the schedules set forth in this Agreement, and while the District will negotiate changes in such normal schedules (other than temporary changes) before their implementation, if agreement is not reached with the Association the District retains the right to implement such schedules so long as the number of periods per day (hours for elementary teachers) are not increased, so long as the number of teaching and study hall supervision periods are not increased, and so long as the average length of each period is not increased, provided each full-time teacher will still be furnishing the minimum number of days and hours (part-time teachers furnishing the minimum number of days) of student instruction during the school year required by law (without the District's loss of state school aid payments.

Section 2 - Details of Daily Schedules

The schedules referred to in Section 1 above are as follows but such schedules may be modified as provided in Section 1 to require each full-time teacher to provide at least the minimum number of hours of pupil instruction during the school year required by law (without the District's loss of state school aid payments).

A. Birchview Elementary (7 hours, 30 minutes)

i. Teaching staff is required to arrive ten minutes before the start time of each school day.
ii. Teaching staff is permitted to leave five minutes after the dismissal time each school day.

Regular School Day Schedule

Teachers Report:	8:00 a.m.
School Starts:	8:10 a.m.
School Ends:	3:25 p.m.
Teachers Leave:	3:30 p.m.

B. I.M.S. and I.H.S. (7 hours, 18 minutes)

i. Teaching staff is required to arrive ten minutes before the start time of each school day.
ii. Teaching staff is permitted to leave ten minutes after the dismissal time each school day.

Regular School Day

Teachers Report:	7:25 a.m.
School Starts:	7:35 a.m.
School Ends:	2:33 p.m.
Teachers Leave:	2:43 p.m.

C. Preparation Time: Elementary - An average of at least 240 minutes per week for full time regular education Junior kindergarten and kindergarten teachers and an average of at least 210 minutes per week for full time regular education teachers in grades 1-4.

Middle School/High School Teacher Preparation Time - One planning period per day.

D. Days Before Vacation. Teachers may leave the building following the dismissal of the students on the day before any vacation period provided rooms are in order.

E. Inservice and Administrative Meetings. It is required that all teachers attend and participate in all staff meetings, which include all in-services and professional development opportunities scheduled in the yearly calendar. Only absences approved in advance by their supervisor or medical emergencies will be excused, for

all staff meetings and professional development. All routine medical appointments and personal business should be scheduled at a different time, and will not be excused. Only extenuating circumstances will be approved for use of sick time or personal business days. Hours required in excess of in-services and/or professional development will be compensated at the General Rate set forth in Appendix A, Part 3, Section 1. Teachers will receive at least forty-eight (48) hours advance notice of such meetings and sessions.

F. Travel Time. Starting with the 2017-2018 school year, teachers traveling between the Ishpeming High School & Middle School complex to the Birchview Elementary School shall be given 15 minutes to travel between to the two sites.

Section 3 – Lunch Period

In addition to the hours and periods referred to, each teacher will be allowed at least a 30 minute period daily for lunch, which period will be duty free. (Commencing with the 2012/2013 school year, teachers at the Middle School will be allowed at least a 30 minute period.) For the term of this Agreement, teachers at the Birchview School will be allowed at least a 50 minute period. Any change in the present schedule, whether proposed by the District or the Association, shall be discussed by the parties before implementation by the Board.

Section 4 - Days/Hours of Instruction

A. Tenure Teachers - Reporting Pre/Post Instructional/ Staff Days on School Calendar. So long as the required days/hours of instruction and additional staff days, as outlined in State Regulations and the School Calendar, have been met during the regular school year, tenure teachers shall not be required to report before the first day of the fall school session nor to remain after the last day of the spring/summer school session, as set forth in the school calendar, without additional compensation therefor.

B. School Closed/Makeup. In the event that school is closed due to conditions beyond the Board's control and therefore the required days/hours as outlined in State Regulations are not met during the regular school year, such days/hours less than the required number will be made up at a time mutually agreeable to the Board and the Association. All covered personnel will report to work during those make-up days as part of their regular assignment and annual salary.

Section 5 - No Mandatory Conferences on Non-Duty Days

Teachers will not be required to attend conferences or other activities (except for those activities which are compensated in the Supplemental Pay Schedule) during the summer break,

Saturdays, Sundays, or similar non duty-days.

Section 6 - Driving School Bus; Lunchroom, Playground or Noon Hour Supervision - Teacher Consent

Without the written consent of the individual teacher involved, teachers will not be required to drive school buses, or to perform lunchroom, playground, or noon hour supervision, as part of their regular duties.

VIII - TEACHING CONDITIONS

Section 1 - Optimum School Facilities

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and to provide a learning atmosphere and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Section 2 - Joint Meeting - Budget and Purchasing Needs For Following School Year

In the fourth quarter of each year meetings shall be held between teachers and appropriate administrative staff to aid in the determination of grade level, department area, and specialized area budget and purchasing needs for the following school year.

Section 3 - Computer and Copying Facilities

The Board agrees to continue to make available in each school, as in the past, computer, and copying facilities.

Section 4 - Storage; Instructional Materials and Supplies

As in the past, the Board will provide:

1. Space for each teacher to store coats, overshoes, and personal articles.

2. Weboard space in every classroom.

3. Copies, exclusively for each teacher's use, of all texts used in each of the courses they are to teach.

4. A dictionary in every classroom.

5. Storage space in each classroom for instructional materials.

6. Paper, pencils, pens, dry erase markers, and dry erasers.

7. The use of an electronic attendance system.

Section 5 - Lunchroom; Restroom Facilities

The Board will provide lunchroom, rest room, and private lavatory facilities in each school and at least one room of adequate size furnished with facilities for refreshments which shall be used as a faculty lounge.

Section 6 - Telephone Facilities

Telephone facilities will be available to teachers for their reasonable use. Teachers are expected to use discretion in the use of telephone facilities.

Section 7 - Student-Teacher Ratio

Because the student teacher ratio is an important aspect of an effective educational program, the parties agree that efforts should be made to comply with North Central Association class size guidelines, and that class sizes should be kept low wherever possible, with individual teacher's class sizes taking into consideration main-streaming of students. Consideration will be given in determining class sizes for individual teachers to the number of main-streamed students in the class and the nature and severity of impairment. Where class overloads are felt to exist, the affected teachers and the Association may request a meeting with the appropriate principal to review the situation and seek possible remedies. If the matter cannot be resolved to the satisfaction of the parties, the affected teachers and the Association may similarly request a meeting with the superintendent to review the situation.

Section 8 - Attendance Policy

To provide optimum educational opportunities for each student in the District, the school administration and teachers will strictly enforce the Attendance Policy adopted by the School Board.

Section 9 - Serious Communicable Disease Policy

Teachers shall be informed of the District's serious communicable disease policy and shall be given instructions on how to implement such policy.

ARTICLE IX – STUDENTS WITH DISABILITIES

Section 1 - Teacher Participation in IEP Team Meeting

Any bargaining unit member who it can be reasonably anticipated will be teaching or otherwise providing instructional services to a student with a disability in a regular education classroom setting shall be invited, in writing, to participate in the Individualized Education Program Team (IEP Team) meeting for such student. Unless directed to attend by the Employer, the member may choose not to do so.

Section 2 - Teacher Request to Call IEP Team Meeting

If a bargaining unit member, in writing, advises the Superintendent of a reasonable basis to believe that the current IEP for a student with a disability is not meeting the student's unique needs as required by law, the Superintendent shall forthwith call an IEP Team meeting. The member so advising the Superintendent shall be invited to and attend the IEP Team meeting.

Section 3 - Training

A. In-service Training. The District will periodically provide in-service training to regular education personnel for instruction and behavioral management of students with disabilities in the regular education classroom setting.

B. Copy of Student's IEP. When a special education student is main-streamed into a regular education classroom, the student's regular education teacher shall be provided a copy of the student's IEP.

Section 4 - IEP Team Meetings - Release Time/Compensation

Bargaining unit members participating in IEP Team meetings will be provided release time, compensatory time off, or compensation at the General Rate set forth in Appendix A, Part 3, Section 1B, at the discretion of the Superintendent.

ARTICLE X - STUDENT TEACHING POLICIES COMMITTEE

A Student Teaching Policies Committee shall be formed consisting of three (3) administrators, three (3) members of the Association, and one (1) Board member (as a liaison and nonvoting member). The committee shall:

(a) Develop rules and policies concerning the student teaching program.

(b) Establish policies concerning the assignment of student teachers.

(c) Establish a listing of qualified, volunteer supervising teachers.
(d) Act as a study committee to review any problems involving student teachers.

ARTICLE XI – Evaluation, Discipline, and Teacher Relations

Section 1 – Teacher Evaluation

A. Evaluation Purpose. The parties agree that the procedures established in the Article have been negotiated to comply with Revised School Code Section 1249. Bargaining unit members will be evaluated using the Danielson evaluation tool.

B. Student Growth and Assessment Data/Student Learning Objectives. The District will use student growth and assessment data or student learning objectives as a metric that will account for twenty percent (20%) of the year-end performance evaluation, or as required by law. The term "student learning objectives" is currently defined by Revised School Code Section 1249 to mean "measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all students." The parties agree that the student growth and assessment data and the student learning objectives to be used will be determined annually by the grade-level/department level teachers in collaboration and agreement with the Superintendent who will consult with the building principals. Student growth goals and learning objectives, for all subjects, must be submitted by each teacher, to the building principal, no later than 30 calendar days after the first day of school.

C. Evaluation Process. The year-end performance evaluation system will utilize the following process.

1. Classroom Observations. There will be a minimum of two (2) classroom observations of at least 15 minutes each intended to assist in the performance evaluation.

a) The school administrator responsible for the teacher's performance evaluation must conduct at least one (1) of the classroom observations. Other observations may be conducted by other qualified and certified school administrators who are trained in the use of the evaluation tool.

b) One classroom observation may be unscheduled. All other classroom observations used for evaluation

purposes must be scheduled at least **3** school days in advance of the classroom observation.

c) Each nontenured teacher shall receive a minimum of two classroom observations during every school year in which they are evaluated. Absent extenuating circumstances, these observations must be conducted at least sixty (60) days apart, with the first observation taking place no later than December 15 of that school year.

d) Prior to conducting the classroom observation, the teacher shall provide the school administrator with the following:

i. the lesson plan for the day of the observation, and

ii. the state or national curriculum standard used in the lesson for the day of the observation.

e) Each classroom observation used for evaluation purposes must include:

i. a review of the classroom teacher's lesson plan for the day of the observation,

ii. the state or national curriculum standard used in the lesson, and

iii. pupil engagement,

iv. appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss items as listed above.

D. Post-Observation Meeting and Written Feedback. Feedback will be discussed during the post observation meeting between the administrator conducting the observation and the teacher. There will be reasonable effort made to do the post evaluation meeting within 14 working days. However, the post observation meeting shall be held no later than thirty (30) days after the observation occurred. If a post-observation meeting does not occur within thirty (30) days, the teacher shall decide whether the observation will be used or considered for the purpose of the evaluation. If the teacher chooses to omit the evaluation, they must submit a written request for reevaluation within forty-five (45) days of the original observation. If a reevaluation request is not received, the observation will be used for the purpose of the final evaluation. At the post observation meeting the teacher will be provided written feedback on that observation on the Post Observation Feedback Form.

E. Evaluation Tool. The District will use the Charlotte Danielson Framework for Teaching as the tool for the year-end performance evaluation, unless the parties agree otherwise. Under the current Charlotte Danielson Framework, the following rating categories will be modified accordingly:

1. "highly effective" and "effective" will merge into "effective," (highest rating category)
2. "minimally effective" will become "developing," (mid-level rating category)
3. "ineffective" will become "needing support." (lowest rating category)

F. Mentor/Coach. As part of the performance evaluation system, the district will assign a mentor or coach for a teacher in the three years of the probationary period or who received a less than "effective" rating in the teacher's most recent year-end evaluation.

G. Mid-Year Progress Report. For teachers who are in the first year of the probationary period or who received less than an "effective" rating in the most recent year-end evaluation, a mid-year progress report will be provided as a supplemental tool.

1. The mid-year progress report must

   a) align with the classroom teacher's individualized development plan,

   b) include specific performance goals for the remainder of the school year developed by the school administrator, and any recommended training, coaching, professional development, or resources identified by the school administrator; and

   c) must not take the place of a year-end evaluation.

2. At the mid-year progress report, the school administrator shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training and that is designed to assist the teacher to improve the teacher's rating.

H. Triennial Evaluations. A tenured teacher who has been rated as "highly effective" or "effective" for the three (3) most recent consecutive year-end evaluations may be evaluated triennially. If the tenured teacher is not rated as effective on one of the triennial year-end evaluations, then the teacher must receive year-end evaluations for at least three (3) years until the teacher meets the three (3) consecutive "effective" ratings.

1. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year-end evaluations for classroom teachers

shall be completed no later than May 15 of the school year in which the evaluation is conducted.

I. Unevaluated Teachers. A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:
   1. The teacher worked less than 60 days in that school year.
   2. The teacher's evaluation results were vacated through the grievance procedure.
   3. There are extenuating circumstances and the teacher and the school administrator agree to designate the teacher as unevaluated because of the extenuating circumstances.

   If a teacher receives a unevaluated designation, then the teacher's rating from the school year immediately before that unevaluated designation will be used for consecutive purposes in determining whether the teacher will be placed on the triennial evaluation schedule.

J. Timing of Written Year-End Evaluation. The school administrator shall provide the teacher with the teacher's written year-end performance evaluation no later than May 15 of the school year in which the evaluation is conducted. If a written evaluation is not provided, the teacher will be deemed "effective."
   1. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

K. Rights of Teachers

   1. A probationary teacher cannot grieve any aspect of the negotiated evaluation process, including but not limited to observations, the mid-year performance review, or the assigned rating on the year-end evaluation. The Association cannot pursue a grievance for any probationary teacher regarding the same.

   2. A teacher who is rated as "needing support" the teacher's most recent year-end evaluation will have the following options made available to the teacher:

      a) The teacher may request a review of the evaluation and the rating by the Superintendent.

      b) The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.

      c) Upon receipt of the request, the Superintendent will review the evaluation and rating and may make any modifications as appropriate based on the Superintendent's review.

      d) A written response regarding the Superintendent's findings will be provided to the teacher who requested

the review by not later than 15 calendar days after receipt of the request for a review and before making any modifications.

e) If the teacher determines that the written response from the Superintendent's review does not resolve the matter, then the teacher or the Association may request mediation through the Michigan Employment Relations Commission.

i. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the Superintendent or intermediate superintendent.

ii. Within 15 days of receipt of the request, the Superintendent must provide a written response to the teacher or the Association stating that the mediation will be scheduled as appropriate.

3. A teacher who is rated as "needing support" on two (2) consecutive year-end evaluations may demand to use the grievance procedure, including arbitration, that concerns the teacher's second evaluation rating and the evaluation process.
4. A teacher who is rated "ineffective" or "needing support" on three (3) consecutive year-end evaluations shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.
5. A teacher earning the highest overall rating category on an evaluation may not grieve their evaluation or the process.

L. Training and Posting of Evaluation System and Tool

1. Training of Teachers. Each school year, the District shall provide, during contractually scheduled Professional Development time, training to teachers on the evaluation tool(s) used by District in the performance evaluation system and on how each evaluation tool is used. This training may be provided by a consortium consisting of the District and another school district, or intermediate school district, or public school academy.

2. Training of Administrators. The District shall provide a rater reliability training to each school administrator who conducts a year-end performance evaluation of a teacher under this Article.

a) The rater reliability training of administrators must include all of the following:

i. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
ii. Clear expectations for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are associated with effective teaching.
iii. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
iv. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
v. Ongoing support for evaluators, including feedback and coaching to help the evaluators improve their skills and ensure they are consistently applying the evaluation criteria.

b) Each individual who conducts an evaluation shall receive the rater reliability training at least once every three (3) years.

1. Posting. The District will post on its public website all of the following information about the evaluation tool or tools it uses for its performance evaluation system:

a) The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
b) The identity and qualifications of the author or authors or, if the District, adapts or modifies an evaluation tool, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
c) Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
d) The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
e) A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.

f) A description of the plan for providing evaluators and observers with training.

Sections 2,3, and 4 of this Article apply only to non- teaching professional staff members ("NTPSM"), defined as those persons whose employment is not regulated by the Michigan Teachers' Tenure Act, MCL 38.71 *et seq.*

Section 2 - Observation; Interview; Evaluation; Objection

Every attempt shall be made to observe probationary NTPSMs for the purposes of evaluation at least three (3) times during the school year and non-probationary NTPSMs for the purposes of evaluation at least once every two (2) years. Each NTPSM should also complete a self-evaluation, using the same form, each time an administrative evaluation is conducted. The Association shall make every effort to ensure that the self-evaluations are completed by the individual NTPSMs. A personal interview shall be held within ten (10) school days of the observation; both evaluations shall be available at this time. The written evaluations shall be placed in the NTPSM's file within fifteen (15) school days of the observation with an administrative copy to be furnished to the subject NTPSM. If the NTPSM feels his/her evaluation was incomplete or unjust, the NTPSM shall put the objections in writing and have them attached to the evaluation report to be placed in the NTPSM's personnel file. NTPSM comments to the evaluation are to be presented to the evaluator within fifteen (15) school days of the evaluation. If the administrator does not hold a personal interview with the NTPSM within the specified ten (10) school days of the observation, the observation shall be deemed invalid; and no documentation shall be placed into the NTPSM's personnel file. An exception to the ten (10) school days shall be allowable because of extenuating circumstances; however, the administration shall inform the affected NTPSM of such a delay within the ten (10) school days.

Section 3 - Evaluation; Time Limits; Full Knowledge of the NTPSM

Evaluating shall be conducted only by persons holding a valid teaching certificate and shall include superintendent, principal, assistant principal and other personnel agreed upon by the administration and the Association. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a NTPSM shall be conducted openly and with the full knowledge of the NTPSM. Additional information concerning NTPSM performances other than that gained through such monitoring and observation may not be considered unless the NTPSM is made aware of such information. Student test results shall not be a factor in evaluating NTPSMs.

Section 4 - Evaluation of Probationary NTPSMs

Should any probationary NTPSM disagree with their evaluation they may attach pertinent information for retention with the evaluation in their personnel file.

Section 5 - Personnel File; Review; Contents

Each teacher shall have the right, upon request, to review the contents of their own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information.

(1) TB report and required medical information.
(2) All teacher evaluation reports.
(3) Copies of annual contracts.
(4) Teacher's certificate.
(5) Transcript of academic records.
(6) Tenure recommendations.

Failure to supply a TB report and required medical information, a teacher's certificate, and a transcript of academic records shall be grounds for withholding of pay. The District shall be entitled to rely upon the information last shown on such records for all purposes involving the teacher's employment and this Agreement. Academic information shall be brought up-to-date no later than September 1 of each year to be considered for salary purposes during that year. Such academic information shall be brought up- to-date no later than February 1 of each year for purposes of staff reduction.

Section 6 - Internal Resolution of Problems (Aide)

When an unresolved problem, excluding child abuse, occurs between a teacher and an aide on classroom techniques and procedures, the aide or teacher will contact the administration for an internal resolution to the problem according to District policy before seeking an external resolution, unless required by law. Such a request by an aide will not be incorporated into the employee's personnel file.

Section 7 - Teacher Responsible to One Supervisor

A teacher will be assigned to the supervisor in charge of the building in which the teacher spends the greatest amount of his/her time during the school day. When a teacher is responsible to more than one supervisor, such as teachers working in more than one building, any conflict or dispute between the directions of the supervisors will, at the request of the teacher, be resolved by the superintendent.

Section 8 – Discipline

A. A non-probationary bargaining unit employee shall not be disciplined for any reason other than just cause. The term "discipline" includes reprimand (whether oral or written); suspension without pay; reduction in pay; demotion; and discharge.

B. With the exception of a verbal reprimand, the specific grounds for disciplinary action will be presented in writing to the

bargaining unit employee and the Association no later than the time discipline is imposed. A written verification of a verbal reprimand may be placed in an employee's personnel file following the verbal reprimand.

C. Discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration.

D. For discipline that involves the discharge or demotion of a tenured teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply, and the matter is not grievable.

Section 9 - Placement, Transfer, Layoff, Recalls

A. Definition of "Vacancy": A vacancy shall be defined as an unassigned, open position or newly created position within the bargaining unit that the District intends to fill.

B. Notification (Posting) of Vacancies and Application: Vacancies occurring within the bargaining unit shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies: Consistent with Revised School Code Section 1248, decisions regarding the awarding of vacancies will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

1. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
3. Considering teacher effectiveness criteria established in Revised School Code Section 1249 (utilizing the numeric score of the respective teacher's effectiveness ratings).
4. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the

Board, based on documentation on file with the Superintendent's office, including:

a) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
b) Credentials needed for District, school, or program accreditation;
c) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
d) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
e) Disciplinary record, if any
f) Length of service in a grade level(s) or subject area(s);
g) Regency of relevant and comparable teaching assignments;
h) Previous effectiveness ratings;
i) Compliance with state and federal law; or
j) Other non-arbitrary or capricious reasons.

5. Seniority will be considered as a tiebreaker if a decision involves two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.

D. Definition of "Transfer": A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-4, (4) subject area(s) included in an assignment, or (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc. Transfer awarding of vacancies shall be first governed by the language in Article XI pertaining to vacancies. Other transfers will be governed by this Section.

E. Voluntary Transfers: A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. The District shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. The Superintendent has the sole discretion to grant or deny a voluntary transfer request based on the Superintendent's determination of whether the requested

transfer would result in staffing the curriculum with the most effective, certified, and qualified teacher to instruct the particular course, grade, and subject/position requested. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

1. The following teachers are not eligible for a voluntary transfer, unless the Superintendent or designee determines that the change of placement is in the best interest of the District:
   a) teachers placed on an individualized development plan in the 24 months before the voluntary transfer request;
   b) teachers rated minimally effective, ineffective, developing, or needing support in their last three evaluations;
   c) the teacher's credentials, including endorsement or teaching certificate, or training is needed to fill a position that the District cannot otherwise fill; or
   d) the teacher has requested and received a voluntary transfer in the previous five (5) school years.

F. Involuntary Transfers: The Superintendent has the sole discretion to involuntarily transfer a teacher into a position for which the teacher is certified or qualified for non-arbitrary or capricious reasons, including the Superintendent's determination that the involuntary transfer would result in staffing the curriculum with the most effective, certified, and qualified teacher to instruct the particular course, grade, and subject/position. Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association.

G. Layoff and recall:
1. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.

2. Layoff and recall decisions will be made based on teacher effectiveness criteria (using the numeric effectiveness rating score) established in Revised School Code Section 1249 and this Section.

3. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

   a) Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary teacher rated as "effective" on the classroom teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.
   b) Teachers must be properly certified, approved, or authorized for all aspects of their respective assignments. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications. The teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations, and based on such documentation on file with the Superintendent's office.
   c) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
   d) Reduction and recall decisions will be based on the classroom teacher's certification, qualifications, and effectiveness (using the numeric effectiveness rating) in the District's records at the time of the decision.
      i. If one or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Article.
      ii. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the

remaining positions will be retained consistent with the factors set forth in this Article.

iii. When a teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position consistent with this Article unless the Superintendent or designee determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.

iv. If more than one teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article, unless the Superintendent determines (based on just cause) that the District's educational interests would not be furthered by that assignment.

v. Seniority will be considered as a tiebreaker if a decision involves two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.

vi. If the reduction or recall decision involves more than one classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

vii. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.

e) Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.

ii. A laid off teacher must maintain current contact information with the Superintendent's office.

iii. Failure to maintain current contact information may negatively affect the teacher's recall.

f) Teacher layoff and recall decisions are made by formal Board action in accordance with the procedures set forth in this section.

g) The Superintendent or designee will provide written notice of reduction in force or recall recommendations to the Association President at least fourteen (14) days prior to making the recommendation to the Board.
   i. Within ten (10) days of the disclosure of the recommended reductions or recalls, the Association shall respond in writing with their alternative order of layoff or recall if they disagree with the Superintendent's recommendations.
   ii. In the event of a layoff during the school year, teachers will be provided with a ~~20~~ 30 calendar day notification prior to the effective date of lay off.

h) After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article XI, Section C).

i) The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to promptly notify the Board of any change in address.

j) Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Appendix A until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

k) Recall Process
   i. A teacher is eligible for recall under this Article for 18 months from the date the District implemented the layoff.
   ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Article.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than one laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article.

v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.

vi. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

H. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.
   The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article XI, Section C.

I. Grievance Procedure, Arbitration Exclusion Except for Layoff/Recall An alleged violation of the seniority or placement sections of this Article are subject to the grievance process, but cannot be appealed to Arbitration. Additionally, probationary teachers may not grieve seniority or placement decisions.
Concerning layoff and recall decisions, if the Association responds to the administration's recommended list by submitting in writing an alternative order list, and the Board does not accept that alternative order list, the parties within ten (10) days may agree to mediation with a MERC mediator and either party may schedule expedited arbitration. These decisions otherwise are not subject to the grievance procedure.

ARTICLE XII - LEAVES

Section 1 - Leaves of Absence With Pay

A. Sick Leave.

1. A maximum of twelve (12) days of sick leave per year is granted to be used in the event of personal illness, or in the event of the serious illness of the teacher's spouse, children, parents, or member of the teacher's immediate household necessitating the teacher's presence. A teacher may elect not to use accumulated sick leave days in order to receive sickness and accident or other insurance benefits to the extent permitted by any insurance policy covering the teacher. A teacher may accumulate any unused sick leave days for personal illness, but may use sick leave days only during periods of actual disability. At the request of the Association, on a case by case basis, the parties may agree to creation of a sick leave bank whereby bargaining unit members may contribute accumulated sick leave days for use of another bargaining unit member in case of catastrophe.
2. If abuse of the sick leave benefit is suspected, the Superintendent may so notify the teacher involved, and the Association, and may hereafter, for future absences, require such teacher to provide a medical statement by a physician certifying that the teacher is unable to be on duty during such absence.
3. Illness, as used in this subsection, shall include accidental injury or illness.
4. Teachers retiring with uncompensated sick leave may donate the balance of sick days to a sick leave bank available to IEA members only. IEA members facing catastrophic illnesses or emergencies may request

days from the bank by proper written application to the Superintendent. If the request is approved by the Superintendent, it will be presented to the Board of Education for final approval.

B. Funeral Leave.

(1) Teachers will be granted leave up to five (5) days not to be deducted from sick leave in the event of a death in the immediate family with the provision that the time used is at time of death or burial of deceased. Immediate family is deemed to include spouse, children, parents, and parents of spouse.

(2) Teachers will be granted leave up to three (3) days, not to be deducted from sick leave, at the time of death or burial of deceased for a death of grandparents, brothers, sisters, son-in-law, daughter-in-law, grandchildren, brother-in-law, sister-in-law, and any person who has made residence and lived in a family relationship with the family within the past three (3) years.

(3) On application to the building principal, a paid leave of up to one (1) day per year per employee shall be granted to attend the funeral of a close friend or member of the family with which the teacher had a close relationship. Additional leave days may be granted by the principal.

C. Educational Leave. The District may grant time under the provisions of this Section 1 for visitations to other schools or attendance at educational conferences or conventions, provided sufficient funds are available for this released time.

D. Personal Leave. Teachers will be granted a leave of absence for three (3) days in each contract year for the conducting of personal business. Unused personal business days may be accumulated to a total of five (5). Use of personal business days will be cleared with the Administration and will be contingent on the availability of a suitable substitute. Unused personal business days, in excess of five (5), will be added to accumulated sick leave days.

E. Selective Service Exam Leave. If Selective Service is reactivated, teachers will be granted a leave of absence for the purpose of taking a Selective Service physical examination.

F. Jury Duty Leave. Teachers will be granted leave of absence required for the performance of jury duty and shall be entitled to pay for such time, less, however, any amounts received as payment for jury duty.

G. Witness Leave.

(1) Teachers will be granted such time as may be required for their appearance in court on behalf of the District, or on their own behalf in any action by them against a third party, or against them by a third party, which action arises out of the performance of their teaching duties, provided, however, that such leave will be without pay in actions by a teacher against the District, and in actions by the Association against the District.

2) Teachers will be granted leave of absence required to respond to a subpoena and shall be entitled to pay for such time, less, however, any compensation required to pay for the substitute teacher.

H. Association Leave. The President of the Ishpeming Education Association will be granted seven (7) days of leave for use of designated members in attendance at any Association meetings. The President of the Ishpeming Education Association will be granted up to four (4) additional days of leave for use of designated members in attendance at Association meetings, provided the Association shall assume the entire expense of any substitute teacher necessary for such days.

Section 2 - Leaves of Absence Without Pay

A. Sabbatical Leave. Leave of absence without pay for periods of up to one (1) year will be granted, where proper replacements are available, for studies relating to the teacher's license field; studies to meet eligibility requirements for a license in the field of education not held by a teacher; study, research or special teaching assignment involving advantage to the school system; the commencement and termination dates for such leaves will be determined in advance by the superintendent and the teacher taking into consideration the available times for such studies, research or special teaching assignments and natural breaks in the school year calendar.

B. Extended Illness and Infant Care Leave.

(1) The District shall grant leave of up to one (1) year without pay, for necessary absence due to injury or illness (including injury or illness extending beyond the period compensated pursuant to the paid sick leave section of this Article), provided the teacher is unable to obtain such treatment during times other than normal school hours.

Teachers shall notify their building principal, in writing, as soon as the need for such leave becomes apparent. The commencement and termination dates for such leave shall be jointly determined by the teacher and the superintendent, taking into consideration such matters as the teacher's health, doctor's recommendations, the

period of disability, and natural breaks in the school year calendar.

(2) Such leave may be extended upon written request at least ninety (90) days before termination of the leave, for up to two (2) additional one (1) year periods. The 90-day period may be waived in the event of substantial change in the teacher's conditions, verified by a physician, in which case such written request for extension shall be made as soon thereafter as possible. The intended termination date for such leave will be determined in advance by the teacher and the Superintendent taking into consideration such matters as the teacher's doctor's recommendation and natural breaks in the school year calendar.

(3) The District shall grant an infant Care leave (including a reasonable period for post- natal infant care) of up to a maximum of one (1) year without pay to teachers. Recognizing that the District has valid interests in preserving the continuity of instruction, in scheduling, and in providing teachers physically and mentally capable of performing their teaching functions, teachers shall notify their building principal, in writing, no later than the end of the fourth month of pregnancy. The commencement and termination dates for such leave will then be jointly determined by the teacher and the superintendent taking into consideration such matters as the teacher's health, the employees doctor's recommendations,the period of disability, and natural breaks in the school year calendar. Infant Care leave shall commence no later than the point at which the pregnancy interferes with the teacher's normal reaching functions, and shall terminate no sooner than the teacher can assume their normal teaching functions and can assure the District that care of her child will not unduly interfere with their work duties. The commencement and termination dates for such leave shall be jointly determined in advance by the teacher and the Superintendent, taking into consideration such matters as the expected time of delivery and natural breaks in disability only during the infant care leave. The period of actual disability shall be presumed to be two (2) weeks, without necessity for a doctor's certificate. If a teacher claims entitlement to paid sick leave, due to actual disability, for a period in excess of two (2) calendar weeks such paid sick leave shall be granted only if the teacher provides evidence, satisfactory to the school district, of actual physical disability prohibiting the employee from performing their teaching functions. Such proof must indicate specifically the date or dates on which such disability actually commenced and

the date or dates on which such actual disability ceased. Although Infant Care leave will normally be longer than the period of actual disability, the teacher is entitled to use of accumulated paid sick leave only during periods of actual disability, and is entitled to unpaid leave during the remainder of such leave.

C. Adoption Leave. A teacher adopting a pre-school child shall be entitled to a leave of up to one (1) year without pay, provided the teacher's presence at home is required due to the teacher's spouse working or some other such valid reason. The commencement and termination dates for such leave will be jointly determined in advance by the teacher and the Superintendent taking into consideration such matters as the time the teacher may receive custody of the child and natural breaks in the school year calendar.

D. Public/Association Office Leave. A leave of absence for up to one (1) year will be granted to teachers to serve in a public office or as an officer of the MEA or NEA for performance of official duties. The commencement and termination dates for such leave will be determined in advance by the Superintendent and the teacher taking into account natural breaks in the school year calendar.

Section 3 - Seniority During Leave; Return

Teachers on authorized leave of absence of less than one (1) "year", who have worked the remainder of such year, will continue to accumulate length of service during such leave for all purposes of this Agreement, including advancement in the salary schedule. Teachers on authorized leave of absence of one (1) "year" or more, or who are absent or otherwise do not return from a shorter authorized leave until the expiration of one (1) "year" or more, will have their accumulated length of service frozen during the entire leave for all purposes of this Agreement, including advancement in the salary schedule. (A "year" shall be twelve (12) calendar months, or the period from a normal school break in one (1) year to the same break in the following year, such as Easter vacation to Easter vacation, even though such period may be less than twelve (12) calendar months.) The position of a teacher on authorized leave may be filled by a temporary or substitute teacher, or otherwise, as determined by the District. Teachers on authorized leave of absence shall accrue seniority as herein provided, and shall otherwise retain all seniority rights as provided hereunder.

Section 4 - Health Insurance During Leaves

Teachers on approved leave of absence may retain their health insurance benefits at group rates upon proper written application to the District, and upon proper prepayment of monthly premiums.

Section 5 - Return Before Leave Termination Date

Teachers wishing to return from a leave of absence before

the previously determined termination date must submit written notice of such intention to the District, by registered mail, postmarked no later than May 15. Teachers intending to return from a leave of absence as scheduled shall, upon request of the administration, submit written notice of such intention to the District no less than sixty (60) days before the scheduled termination date for such leave. Teachers not returning from any leave on the scheduled termination date shall be considered to have voluntarily terminated their employment with the District.

Section 6 - Restoration of Sick Leave on Rehire

Rehired former District employees who have absented themselves from the system for no more than five (5) years shall have their accumulated sick leave restored to them.

Section 7 - Employment Elsewhere While on Leave

It is understood that any teacher on leave except for an approved special teaching assignment shall not be employed elsewhere as a full-time teacher during the period covered by the leave. If so employed, the leave is void and therefore canceled.

Section 8 - Family and Medical Leave Act of 1993

The Board may adopt policies and procedures pursuant to the Family and Medical Leave Act of 1993 ("FMLA" or the "Act"), covering, for example, such matters as designation by the employee and/or the Employer of qualifying leave as FMLA leave, use of other leave or paid time off during FMLA leave, and medical certification for FMLA leave, as permitted by the Act. The parties agree that such policies and procedures shall not exceed the law.

ARTICLE XIII – CERTIFICATION REQUIREMENT

Section 1 - Certification/Bachelor's Degree Requirement

No teacher shall be granted a contract with less than a Bachelor's Degree and full certification by the State Department of Education (except as permitted by the Revised School Code).

Teachers must file a copy of their certificate, registered by the Marquette-Alger RESA office, in the Superintendent's office before beginning employment.

Section 2 - Information Concerning State/Federal Program Opportunities

The District will cooperate with the Association in making available to the teachers such information as it may acquire concerning positions and opportunities in or under State and Federal education programs.

ARTICLE XIV - SENIORITY; PROBATIONARY TEACHER; EXTRA CURRICULAR SCHEDULE

Section 1 – Seniority

A. Copies of the Seniority List for all teachers in the District shall be posted in the respective buildings as soon as reasonably possible after February 1, but in no event later than March 31 of each year (provided, however, if administrators or other non-teaching personnel, who are certified teachers, are to be added to the seniority list, such additions shall be made as soon as reasonably possible following the District's decision to return such employees to teaching positions.) The list shall indicate the grades in which the teacher is certified, the subject areas in which the teacher is certified and presently teaching, the subject areas in which the teacher is certified and has taught within the previous ten (10) years, and the subject areas in which the teacher is certified but has not taught within the past ten (10) years.

B. Seniority shall be calculated based on years of service with the District, starting with the 2019-2020 school year. Members starting position is based on the previous seniority posted as of July 2019; with each year worked thereafter being added to their years of service.

C. Length of continuous service will not be deemed broken by, and will be deemed to include, authorized leaves of absence of less than one (1) "year", provided such leaves are also for less than twelve (12) calendar months. Length of continuous service will not be deemed broken by, but will not be deemed to include authorized leaves of absence of one (1) "year" or more, or twelve (12) calendar months or more, and periods of layoff as defined in Section 5 hereof.

D. For purposes hereof, one (1) "year" shall include from a normal school break in one (1) year to a normal school break in the following year, such as spring vacation to spring vacation, even though such period may be less than twelve (12) calendar months.

E. A copy of such list shall be provided to the Association. Within five (5) school days of such posting, each teacher shall either sign the Seniority List next to their name, in the place provided, or shall file a written, signed objection to the accuracy of such list with the Superintendent. The Association may also contest the accuracy of such lists, in writing, within five (5) school days of such posting. If no written objections have been made within such period, or, if written objection has been made, upon final resolution of the validity of such objection, the District may conclusively rely upon the accuracy of such lists for all purposes of this Agreement and for purposes of future revisions in such lists. Written objections to the accuracy of such lists, made as above provided, shall be submitted directly to Step 2 of the grievance procedure.

Section 2 - Notification According to Teachers' Tenure Act

The District agrees to abide by the provisions of the Teachers' Tenure Act in notifying affected teachers.

Section 3 – Salary After Layoff

A teacher recalled from layoff shall receive a salary, in accordance with the salary schedule, based upon the years of experience with the District before layoff. In addition, a teacher who, during a period of layoff, earns and reports additional semester hours of credit shall have the semester hours earned during a period of layoff applied to the salary schedule upon recall; however, semester hours of credit earned and reported as above shall not be applied to the seniority list until after the teacher has been recalled to a staff position.

Section 4 - Changes in Computing Seniority

Any changes in the method of computing seniority as provided herein shall commence with the effective date of this Agreement.

Section 5 - Definition of North Central "Standards"

The term "North Central Association of Colleges and Secondary Schools accreditation standards" refers to such standards in effect as of the effective date of this Agreement.

Section 6 - Termination of Services on Extracurricular Schedule

The District may at any time terminate the services of a teacher on the extracurricular schedule.

ARTICLE XV - CLASSROOM CONTROL AND STUDENT DISCIPLINE

Section 1 - Maintaining Classroom Control/Discipline; Assistance

While the teacher bears the primary responsibility for maintaining proper control and discipline in the classroom, the District recognizes that the teacher may not fairly be expected to assume the role of warden or custodian (unless qualified and assigned to such position), nor to be charged with responsibility for psychotherapy. Whenever it appears that a student requires particular assistance from skilled personnel, the teacher shall so notify the principal and the District will take expeditious reasonable steps, in accordance with applicable legal standards, as amended, to assist the teacher with responsibility for such student, or if physical harm to the teacher or other students would result, to relieve the teacher of responsibility for such student. The District and the Association will cooperate in resolving discipline problems which disrupt good classroom operations, and in developing disciplinary standards and procedures. Disciplinary actions and methods invoked by the principals and the teachers shall be reasonable and just in accordance with the Michigan School Code and

established board policy, and shall be consistent with all such jointly established standards and procedures.

Section 2 - Non-typical Personal Behavior/Substance Abuse; Procedure

The Board of Education and the Association recognize that the complex problem of students' substance abuse cannot be isolated from the classroom. Characteristics of substance abuse have been widely circulated. Therefore, when a student demonstrates non-typical personal behavior characteristics that are either disruptive of the educational climate of the classroom or that impede the student's personal learning, the following procedures may be utilized:

1. The teacher may notify the principal's office of the non-typical behavior characteristics.

2. The teacher may recommend the student for referral to an immediate exploratory conference with an administrator, school nurse or a counselor, and parents or guardian. It is understood, however, that such referrals are not accusations but efforts to explore the causes of the exhibited characteristics and involve the parents or guardians in the process.

Section 3 - Extreme Disciplinary Situations; Use of Force

In extreme cases, the teacher may exclude the student from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation is beyond the teacher's control and makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall furnish the principal, as promptly as teaching obligations will allow (and at least within twenty-four (24) hours), full particulars of the incident in writing. Teachers may, in accordance with applicable legal standards and the District's established disciplinary rules and policy, use such reasonable restraining physical force as is necessary for the purpose of maintaining proper discipline.

Section 4 - Teacher Liability; Legal Counsel; Written Account of Action

In taking disciplinary measures, teachers shall exercise reasonable care as to the safety of students and property, in accordance with the District's established disciplinary rules and procedures. The District will provide legal counsel, if required, for the defense of any teacher in any proceeding which arises out of any reasonable disciplinary action taken by the teacher against a student. The administration shall be provided with a written account of any extreme disciplinary action within one day of the incident, or as soon after any disciplinary action as it becomes apparent to the teacher or the administration that there may be further action involving such incident.

Section 5 - Association Representative - Discuss Problem Area

A teacher may elect to have the Association's building representative accompany them in discussions with an administra- tor on a problem area. Such discussions may be tape recorded by either party, at their discretion.

Section 6 - Written Report of Student Accident

Teachers shall submit a written report to their principal on forms provided pertaining to all accidents suffered by a student while under their supervision.

ARTICLE XVI - NEGOTIATIONS; CONTRACT ADMINISTRATION

Section 1 - Items for Negotiations

All items to be included in negotiations for any succeeding collective bargaining agreement shall be presented by both parties no later than the first negotiations session, and amended no later than the second negotiations session, unless otherwise mutually agreed upon by the parties.

Section 2 - Quarterly Meetings; Administration of Contract/ Problems

The Association President, Building Representatives, and Superintendent may meet on a mutually agreeable basis during the school year to discuss any problems the parties believe exist or may occur in the operation of the District. During each school quarter, representatives of the Teachers Negotiating Committee, the administrative staff, and the Board Employee Relations Committee may meet to discuss the administration of this Agreement and any problems which either party believes exist or may occur in the operation of the District. An agenda shall be prepared by the parties covering the subjects to be discussed at least ten (10) school days prior to the meeting. Only matters which have first been discussed with the Superintendent, and where appropriate with the principal of the respective school

involved, and which have not thereby been resolved shall be placed on such agenda.

Section 3 - Reopening Items for Negotiation; Waiver

Since both parties had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, the District and the Association, for the term of this Agreement, each waive the right and each agree that the other shall not be obligated to bargain collectively, unless the parties otherwise mutually agree in writing, with respect to any matter referred to or covered in this Agreement or with respect to any matter not specifically referred to or covered in this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both of the parties at the time they

negotiated or executed this Agreement, PROVIDED, HOWEVER, that while this Agreement will not be re-opened for such purpose, the parties hereby agree to meet and bargain collectively concerning any non-economic matter, not specifically referred to or covered in this Agreement, proposed as an addition to this Agreement, which is a proper subject of collective bargaining, provided such matter was not within either the knowledge or contemplation of the parties at the time they negotiated or executed this Agreement.

Section 4 - Availability of Financial Information

Upon reasonable request by the Association, the District will either provide copies, or provide reasonable facilities for inspection and copying, of information concerning the District and the bargaining unit, including Form B, the budget, the auditor's report, and bargaining unit salaries.

Section 5 - Entire Agreement; Written Amendment

This Agreement, which expresses all of the terms and conditions of employment for teachers applicable during the term of this Agreement, shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 6 - No Work Stoppage

It is the intention of the parties that disputes of any kind be handled through the grievance procedure. Accordingly, the District, the teachers and the Association, its officers, agents and members, agree that for the duration of this Agreement there shall be no strikes, including sympathy strikes, picketing, or any other work stoppages or acts of a similar nature, whether primary or secondary, that would interfere with the operation of the District. Association members will not engage in Association activity during class time, or engage other teachers in Association activity during class time unless prior approval has been obtained from the Administration.

ARTICLE XVII - MISCELLANEOUS

Section 1 - Fair Employment Practices

It is the continuing policy of the District and the Association that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with state and federal rules, regulations and orders concerning discrimination, including settlements and consent judgments, and to permit light duty or other modified work schedules or duties for employees with physical/mental disability. Neither the District nor the Association shall discriminate against teachers because of membership or non- membership in the Union.

Section 2 - Association Use of School Facilities

The Association and its members shall have the right to use school facilities for meetings at such times and at such locations as may be approved by the Superintendent and/or building principal. So long as such use does not interfere with pupil/teacher or other scheduled activities approval will not be unreasonably denied.

Section 3 - Grooming

All teachers are to present a well-groomed appearance in keeping with one to set a good example for the students.

Section 4 - Notification by Teachers of Change of Address and Other Personal Information

Every teacher shall promptly notify the District of any change of name, address, or telephone number, or of any change which would affect insurance or other benefit status promptly. The District shall be entitled to rely upon the teacher's last name, address, and telephone number and other information shown on its records for all purposes involving their employment and this Agreement.

Section 5 - Recognition of Teachers' Qualifications to Assist in Formulating Policies and Programs

Being engaged in a mutual endeavor in the public interest, the District and the Association recognize that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and encourage, to the fullest extent, fair and harmonious relations between their respective representatives at all levels, and among all employees of the District whether or not they be covered by this Agreement.

Section 6 – Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 to 141.1531, is allowed to reject, modify, or terminate this collective bargaining agreement as provided in that Act.

Section 7 – Lesson Plans

Lesson plans must be turned into the building principal by the start of school each Monday, relating to lessons being taught during that week. All lesson plans must contain a performance learning objective and the State Standard for which the lesson is aligned.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1 - Intent of Procedure

It is the intent of the parties that the grievance procedure set forth herein shall serve as the means for the peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without any interruption or disturbance of any sort whatsoever in the normal operations of the District.

Section 2 - Time Limits; Steps

Teachers and the Association ("grievants") are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the grievant as is reasonably possible without interruption of work but in any event the grievance, in order to become the basis for a claim, must be presented in writing within ten (10) school days after the grievant knew or should have known if they exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than sixty (60) school days from the date of such occurrence or non- occurrence, unless the grievance is a continuous one in which event no more than sixty (60) school days from the date of the most recent occurrence or non-occurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively recommended or adopted by the Board, so long as the employee is cognizant of such action, notwithstanding that actual implementation of such action may take place at some future date.

A. Step 1. Within the time period provided above, the grievant shall discuss the alleged grievance with their immediate supervisor. The teacher may, if they so desire, be accompanied by a representative of the Association.

B. Step 2. If the grievance is not resolved at Step 1 the grievant may appeal through the formal grievance procedure, within the time limits above provided, by presenting the grievance in writing, dated and signed, on forms provided by the District (which shall be readily available to teachers or the Association), to the grievant's immediate supervisor. Within five (5) school days following receipt of the written grievance the supervisor will meet with the Grievance Committee. The supervisor shall answer the grievance within five (5) school days after such meeting by written response to the Grievance Committee.

C. Step 3. If the grievance is not resolved at Step 2 it shall be so noted on the grievance form and delivered to the Superintendent within five (5) school days after answer at Step 2. Within five (5) school days following receipt of the grievance the Superintendent will meet with the Grievance Committee. The Superintendent shall answer the grievance

within five (5) school days after such meeting by written response to the Grievance Committee.

D. Step 4. If the grievance is not resolved at Step 3 it shall be so noted on the grievance form and delivered to the Superintendent, for submission to the Board of Education's Employee Relations Committee, within five (5) school days after answer at Step 3. As soon as reasonably possible the Employee Relations Committee will meet with the Grievance Committee. The Employee Relations Committee shall answer the grievance within thirty (30) calendar days after such meeting by written response to the Grievance Committee.

E. Step 5.

a) If the grievance is not resolved at Step 4 it shall be so noted on the grievance form and delivered to the Superintendent, within thirty (30) calendar days following answer at Step 4, with a written request that the grievance be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator within five (5) school days after such request, the Association shall, within the following five (5) school days, file a request for arbitration in accordance with the American Arbitration Association rules and procedures.

(b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented within the time limits above provided. Arbitrators shall have no authority to substitute their judgment for that of the Board as to the reasonableness of any practice, policy, rule, or other action taken by the Board, provided such practice, policy, rule or action is not contrary to the express terms of this Agreement. Any Board decision concerning non renewal, dismissal, or other matters covered by the Teachers' Tenure Act for probationary teachers shall not be grievable or arbitrable under this Agreement. Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.

(c) The expenses for the arbitrator shall be shared equally between the District and the Association.

Section 3 - Time Limits - Written Waiver/Extension

Any grievance not answered by the District within the time limits provided above may be appealed to the next step of the Grievance Procedure. Time requirements may be waived or extended by agreement of the parties, confirmed in writing.

Section 4 - Proper Writing of Grievance; Meetings

Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement may be revised not later than presentation at Step 2 to state the numbers of the articles and sections of this Agreement upon which claimants believe themselves entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the District without action. Grievance meetings shall be held at mutually agreeable times and places.

Section 5 - Presentation at Other Than Step 1; Written Waiver of Steps

In any particular grievance the parties may mutually agree, in writing, to waive any steps of the grievance procedure. Any such grievance presented at a step other than Step 1 shall be presented in writing as otherwise required for presentation at Step 2, and shall comply fully with the provisions of Section 4 hereinabove. Unless otherwise agreed in writing, the initial submission of such grievance to a step other than Step 1 shall be within the time limits required for submission at Step 1, and processing of said grievance shall otherwise be in accordance with the time limits set forth in the respective steps through which the grievance is submitted.

Section 6 - Definition - School Days

School days as used herein shall be interpreted as week days, Monday through Friday, when school is in session.

ARTICLE XIX - TERM OF AGREEMENT

Section 1 - Term; Effective Dates

This Agreement shall become effective once ratified and approved and shall remain in full force and effect through August 31, 2028. Revisions in insurance coverage pursuant to this Agreement shall become effective as soon as permitted by the respective insurance carriers.

Section 2 - Implementation of Negotiated Revisions

In operating under this Agreement, including activities, actions, and plans which may take effect or be completed following expiration of its term, the parties may proceed as if the contractual provisions of this Agreement will remain unchanged following such expiration. Notwithstanding the above, the parties will discuss and negotiate the effects of implementation of negotiated revisions during negotiations for such revisions. Except as otherwise agreed in writing, the implementation of such negotiated contract revisions shall take place effective with the effective date of such revised agreements.

The "Association"

By: _____
L. William Milligan
MEA UniServ Director, 17-A

By: _____
UPEA Chairperson

By: _____
~~Marcia Pruett~~ Mar Tricia Seelen
President, IEA

The "District"

By: _____
Joseph Routhier
President

By: _____
Robert Nadeau
Secretary

Appendix A Part I

2026 - 2027 IEA Salary Schedule

Years of Service	BA Degree		Permanent/ Professional/ BA+15		MA Degree BA + 30 Hrs CTE Certification		MA + 15 Hrs		MA + 30 Hrs	
0	*1.000*	**42,821.66**	*1.050*	44,962.74	*1.150*	49,244.91	*1.200*	51,385.99	*1.300*	55,668.15
1	*1.035*	44,320.41	*1.085*	46,461.50	*1.185*	50,743.66	*1.235*	52,884.75	*1.335*	57,166.91
2	*1.070*	45,819.17	*1.120*	47,960.26	*1.220*	52,242.42	*1.270*	54,383.50	*1.370*	58,665.67
3	*1.105*	47,317.93	*1.155*	49,459.01	*1.255*	53,741.18	*1.305*	55,882.26	*1.405*	60,164.43
4	*1.140*	48,816.69	*1.190*	50,957.77	*1.290*	55,239.94	*1.340*	57,381.02	*1.440*	61,663.19
5	*1.175*	50,315.45	*1.225*	52,456.53	*1.325*	56,738.70	*1.375*	58,879.78	*1.475*	63,161.94
6	*1.210*	51,814.20	*1.260*	53,955.29	*1.360*	58,237.45	*1.410*	60,378.54	*1.510*	64,660.70
7	*1.245*	53,312.96	*1.295*	55,454.05	*1.395*	59,736.21	*1.445*	61,877.29	*1.545*	66,159.46
8	*1.280*	54,811.72	*1.330*	56,952.80	*1.430*	61,234.97	*1.480*	63,376.05	*1.580*	67,658.22
9	*1.315*	56,310.48	*1.365*	58,451.56	*1.465*	62,733.73	*1.515*	64,874.81	*1.615*	69,156.98
10	*1.350*	57,809.24	*1.400*	59,950.32	*1.500*	64,232.49	*1.550*	66,373.57	*1.650*	70,655.73
11	*1.378*	58,986.83	*1.428*	61,127.92	*1.528*	65,410.08	*1.578*	67,551.16	*1.678*	71,833.33
12	*1.405*	60,164.43	*1.455*	62,305.51	*1.555*	66,587.68	*1.605*	68,728.76	*1.705*	73,010.92
13	*1.433*	61,342.02	*1.483*	63,483.11	*1.583*	67,765.27	*1.633*	69,906.35	*1.733*	74,188.52
14	*1.460*	62,519.62	*1.510*	64,660.70	*1.610*	68,942.87	*1.660*	71,083.95	*1.760*	75,366.12
15	*1.488*	63,697.21	*1.538*	65,838.30	*1.638*	70,120.46	*1.688*	72,261.55	*1.788*	76,543.71
16	*1.515*	64,874.81	*1.565*	67,015.89	*1.665*	71,298.06	*1.715*	73,439.14	*1.815*	77,721.31
17	*1.543*	66,052.41	*1.593*	68,193.49	*1.693*	72,475.65	*1.743*	74,616.74	*1.843*	78,898.90
18	*1.570*	67,230.00	*1.620*	69,371.08	*1.720*	73,653.25	*1.770*	75,794.33	*1.870*	80,076.50
19	*1.598*	68,407.60	*1.648*	70,548.68	*1.748*	74,830.85	*1.798*	76,971.93	*1.898*	81,254.09
20	*1.625*	69,585.19	*1.675*	71,726.28	*1.775*	76,008.44	*1.825*	78,149.52	*1.925*	82,431.69
21	*1.653*	70,762.79	*1.703*	72,903.87	*1.803*	77,186.04	*1.853*	79,327.12	*1.953*	83,609.28
22	*1.680*	71,940.38	*1.730*	74,081.47	*1.830*	78,363.63	*1.880*	80,504.71	*1.980*	84,786.88
23	*1.708*	73,117.98	*1.758*	75,259.06	*1.858*	79,541.23	*1.908*	81,682.31	*2.008*	85,964.48
24	*1.735*	74,295.57	*1.785*	76,436.66	*1.885*	80,718.82	*1.935*	82,859.91	*2.035*	87,142.07
25	*1.763*	75,473.17	*1.813*	77,614.25	*1.913*	81,896.42	*1.963*	84,037.50	*2.063*	88,319.67
26	*1.790*	76,650.77	*1.840*	78,791.85	*1.940*	83,074.01	*1.990*	85,215.10	*2.090*	89,497.26
27	*1.818*	77,828.36	*1.868*	79,969.44	*1.968*	84,251.61	*2.018*	86,392.69	*2.118*	90,674.86
28	*1.845*	79,005.96	*1.895*	81,147.04	*1.995*	85,429.21	*2.045*	87,570.29	*2.145*	91,852.45
29	*1.873*	80,183.55	*1.923*	82,324.64	*2.023*	86,606.80	*2.073*	88,747.88	*2.173*	93,030.05
30	*1.900*	81,361.15	*1.950*	83,502.23	*2.050*	87,784.40	*2.100*	89,925.48	*2.200*	94,207.64

2027 - 2028 IEA Salary Schedule

Years of Service	BA Degree		Permanent/ Professional/ BA+15		MA Degree BA + 30 Hrs CTE Certification		MA + 15 Hrs		MA + 30 Hrs	
0	*1.000*	**44,534.52**	*1.050*	46,761.25	*1.150*	51,214.70	*1.200*	53,441.43	*1.300*	57,894.88
1	*1.035*	46,093.23	*1.085*	48,319.96	*1.185*	52,773.41	*1.235*	55,000.14	*1.335*	59,453.59
2	*1.070*	47,651.94	*1.120*	49,878.67	*1.220*	54,332.12	*1.270*	56,558.84	*1.370*	61,012.30
3	*1.105*	49,210.65	*1.155*	51,437.37	*1.255*	55,890.83	*1.305*	58,117.55	*1.405*	62,571.00
4	*1.140*	50,769.36	*1.190*	52,996.08	*1.290*	57,449.53	*1.340*	59,676.26	*1.440*	64,129.71
5	*1.175*	52,328.06	*1.225*	54,554.79	*1.325*	59,008.24	*1.375*	61,234.97	*1.475*	65,688.42
6	*1.210*	53,886.77	*1.260*	56,113.50	*1.360*	60,566.95	*1.410*	62,793.68	*1.510*	67,247.13
7	*1.245*	55,445.48	*1.295*	57,672.21	*1.395*	62,125.66	*1.445*	64,352.39	*1.545*	68,805.84
8	*1.280*	57,004.19	*1.330*	59,230.92	*1.430*	63,684.37	*1.480*	65,911.09	*1.580*	70,364.55
9	*1.315*	58,562.90	*1.365*	60,789.62	*1.465*	65,243.08	*1.515*	67,469.80	*1.615*	71,923.25
10	*1.350*	60,121.61	*1.400*	62,348.33	*1.500*	66,801.78	*1.550*	69,028.51	*1.650*	73,481.96
11	*1.378*	61,346.31	*1.428*	63,573.03	*1.528*	68,026.48	*1.578*	70,253.21	*1.678*	74,706.66
12	*1.405*	62,571.00	*1.455*	64,797.73	*1.555*	69,251.18	*1.605*	71,477.91	*1.705*	75,931.36
13	*1.433*	63,795.70	*1.483*	66,022.43	*1.583*	70,475.88	*1.633*	72,702.61	*1.733*	77,156.06
14	*1.460*	65,020.40	*1.510*	67,247.13	*1.610*	71,700.58	*1.660*	73,927.31	*1.760*	78,380.76
15	*1.488*	66,245.10	*1.538*	68,471.83	*1.638*	72,925.28	*1.688*	75,152.01	*1.788*	79,605.46
16	*1.515*	67,469.80	*1.565*	69,696.53	*1.665*	74,149.98	*1.715*	76,376.71	*1.815*	80,830.16
17	*1.543*	68,694.50	*1.593*	70,921.23	*1.693*	75,374.68	*1.743*	77,601.41	*1.843*	82,054.86
18	*1.570*	69,919.20	*1.620*	72,145.93	*1.720*	76,599.38	*1.770*	78,826.11	*1.870*	83,279.56
19	*1.598*	71,143.90	*1.648*	73,370.63	*1.748*	77,824.08	*1.798*	80,050.81	*1.898*	84,504.26
20	*1.625*	72,368.60	*1.675*	74,595.33	*1.775*	79,048.78	*1.825*	81,275.50	*1.925*	85,728.96
21	*1.653*	73,593.30	*1.703*	75,820.03	*1.803*	80,273.48	*1.853*	82,500.20	*1.953*	86,953.66
22	*1.680*	74,818.00	*1.730*	77,044.72	*1.830*	81,498.18	*1.880*	83,724.90	*1.980*	88,178.36
23	*1.708*	76,042.70	*1.758*	78,269.42	*1.858*	82,722.88	*1.908*	84,949.60	*2.008*	89,403.06
24	*1.735*	77,267.40	*1.785*	79,494.12	*1.885*	83,947.58	*1.935*	86,174.30	*2.035*	90,627.75
25	*1.763*	78,492.10	*1.813*	80,718.82	*1.913*	85,172.28	*1.963*	87,399.00	*2.063*	91,852.45
26	*1.790*	79,716.80	*1.840*	81,943.52	*1.940*	86,396.97	*1.990*	88,623.70	*2.090*	93,077.15
27	*1.818*	80,941.50	*1.868*	83,168.22	*1.968*	87,621.67	*2.018*	89,848.40	*2.118*	94,301.85
28	*1.845*	82,166.20	*1.895*	84,392.92	*1.995*	88,846.37	*2.045*	91,073.10	*2.145*	95,526.55
29	*1.873*	83,390.89	*1.923*	85,617.62	*2.023*	90,071.07	*2.073*	92,297.80	*2.173*	96,751.25
30	*1.900*	84,615.59	*1.950*	86,842.32	*2.050*	91,295.77	*2.100*	93,522.50	*2.200*	97,975.95

APPENDIX A
PART 2

INSURANCE

Section 1 - Health Insurance; Dental Insurance; Vision Insurance; Life Insurance

A. For each teacher making proper application, the Employer agrees to pay the cost limitation set by the Stet of Michigan annually, to continue the current MESSA - PAK insurance coverage including:

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life ad long term disability benefits are still subject to this collective bargaining agreement.

- MESSA Quote 358721
  Ancillary with Medical
  Delta Dental 100/90/80, $3,500 coverage
  VSP-3 Plus P 250CL
  Negotiated Life $50,000
  AD&D $50,000
  Dependent life $2,000
- MESSA Quote 358721
  Ancillary Plan – No medical
  Delta Dental 100/90/80, $3,500 coverage
  VSP-3 Plus P 250CL
  Negotiated Life $50,000
  AD&D $50,000
  Current cash in lieu amount, or annuity
  Dependent life $2,000

B. For those employees electing the ABC Plan 1 or ABC Plan 2 coverage, the District will fund their Health Savings Account (HSA) every January as follows:

- $500 for single coverage
- $800 for two-person coverage
- $1000 for full family coverage

The District's allocation for health care, including the amount paid to the HSA, shall be at the maximum allowable "hard cap" as established pursuant to the State of Michigan PA 152.

C. Contributions for eligible employees shall begin at the beginning of the insurance month immediately following submittal by the employee of the necessary application documents or at such time thereafter as permitted by the insurance carrier.

D. All part-time members of the bargaining unit will receive the above benefits on a pro rata basis. For example, a teacher teaching three (3) classes would receive credit for three-sixth (3/6) of the applicable premium and be required to pay the remaining three-sixth (3/6) of the premium. A teacher in the elementary would receive a prorated amount calculated on the percentage of minutes taught per day. The teacher's share of the premium will be collected through payroll deduction.

Section 2 – Cash in Lieu of Health Coverage

Effective January 1, 2026, the Cash in Lieu of Health Insurance amounts will be as follows:

Eligible Employees who decline district-provided health insurance shall receive a cash-in-lieu in the amount of $4,500. The amount will be paid in monthly installments from January through June. The IEA bargaining member must provide proof of other coverage and may re-enroll in the district health plan if a qualifying event occurs, at which point cash-in-lieu will be pro-rated.

Section 3 - Premium Payments

A. Effective July 1, 2012 such rates will be increased to reflect any increased premium for such MESSA - PAK insurance coverage commencing July 1, 2012.

B. The District shall have no obligation to make premium payments on behalf of any teacher who has not prepaid their portion of the cost of such coverage.

C. The District shall, in its sole discretion and pursuant to formal Board action, adopt either the “hard cap” or “80/20” cost sharing provisions established pursuant to Section 3 or Section 4 of Michigan PA 152 of 2011 for each Plan Year. If the Board takes no action, the statutory caps shall apply.

D. The teacher’s share of the premium will be collected through payroll deduction.

Section 4 - New Employees' Coverage

New employees acceptable as members of the bargaining unit will receive insurance coverage effective when school commences in the fall or immediately if their employment begins during the regular school year provided they have made proper application and so long as permitted by the insurance company.

Section 5 - District's Obligation; Teacher's Responsibility

A. The District's obligation hereunder shall exist with respect to any teacher only while they are in the active service of the District, only while they continue as an active teacher, and except as otherwise herein provided, only with respect to a month in which the teacher has earnings from the District for work actually performed during the month; provided employees continuing in the employment of the District will continue to receive coverage during paid vacations and paid holidays including during paid summer vacation for employees who have completed their full school year contractual obligation. Employees who have not completed their full school year contractual obligation shall receive such benefits on a pro rata basis, such proration determined by dividing the number of student days actually worked by the teacher by the total number of Student Days that school year as provided in the applicable Calendar Appendix. If the teacher wishes to continue coverage during any period with respect to which the District's obligation does not exist or apply, the teacher shall have sole responsibility for making all arrangements necessary for the continuance of such coverage at the teacher's own expense. No coverage is provided under this Appendix A, Part 2, for any employee beyond the end of the month of their termination of employment with the District. The District by payment of the cost of such coverage as herein specified shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

B. All eligible employees must make proper application for insurance coverage in advance. The effective date for coverage or for changes in coverage is the later of the teacher's eligibility or the earliest date permitted by the insurance company following notification of such change by the District. The District will notify the insurance company of any changes requested by the teacher within a reasonable period following notification of the District by the teacher. Any eligible teacher desiring to continue coverage at their own expense shall make proper application with the District. The responsibility for making any such payments shall be the sole responsibility of the teacher provided they may make proper arrangements for such payments through the District. It is the teacher's sole responsibility to assure that they have their desired insurance coverage.

Section 6 - Cafeteria Plan

The District has adopted a qualified Cafeteria Plan, in compliance with Section 125 of the Internal Revenue Code, permitting an employee the option to waive health insurance benefits and receive a cash benefit in lieu of such insurance in the amount provided above. The employee may elect to have such cash benefit paid to any Tax Sheltered Annuity currently acceptable to the District, or to such other Tax Sheltered Annuity as may be mutually acceptable to the District and the Association, to the extent permitted by law.

APPENDIX A

PART 3

SUPPLEMENTAL PAY SCHEDULE

Section 1 - The 2026-2027 basic fixed fee and hourly rate schedules for employees required to perform the designated assignments shall be as listed below:

Every three (3) years starting with the 2023-2024, a 5% longevity increase in pay will be paid to employees past Step 5. (Example: longevity will be paid years 2023-2024, 2026-2027, 2029-2030, etc.)

Freshman and/or Junior Varsity Coaches will also assume responsibility of Assistant Varsity Coach as needed.

(1) BASIC FIXED FEE SCHEDULE FOR 2026 - 2027:

	MINIMUM				
FOOTBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Varsity:					
Head Coach	4,208.76	4,756.32	5,302.80	5,849.28	6,379.56
Assistant Coach	3,742.20	4,173.12	4,600.80	5,030.64	5,460.48
Junior Varsity:					
Head Coach	3,197.88	3,588.84	3,976.56	4,366.44	4,756.32
Assistant Coach	2,654.64	2,964.60	3,274.56	3,586.68	3,899.88
Freshman Coach	2,654.64	2,964.60	3,274.56	3,586.68	3,899.88
BASKETBALL - BOYS Varsity:					
Varsity					
Head Coach	4,208.76	4,756.32	5,302.80	5,849.28	6,379.56
Junior Varsity:					
Head Coach	3,197.88	3,588.84	3,976.56	4,366.44	4,756.32
Freshman:					
Head Coach	2,654.64	2,964.60	3,274.56	3,586.68	3,899.88
8th Grade:					
Head Coach	1,481.76	1,676.16	1,872.72	2,067.12	2,259.36
7th Grade:					
Head Coach	1,481.76	1,676.16	1,872.72	2,067.12	2,259.36
BASKETBALL - GIRLS Varsity:					
Varsity					
Head Coach	4,208.76	4,756.32	5,302.80	5,849.28	6,379.56
Junior Varsity:					
Head Coach	3,197.88	3,588.84	3,976.56	4,366.44	4,756.32

Freshman:					
Head Coach	2,654.64	2,964.60	3,274.56	3,586.68	3,899.88
8th Grade:					
Head Coach	1,481.76	1,676.16	1,872.72	2,067.12	2,259.36
7th Grade:					
Head Coach	1,481.76	1,676.16	1,872.72	2,067.12	2,259.36
CROSS COUNTRY Varsity Coach	1,871.64	2,102.76	2,340.36	2,570.40	2,805.84
WRESTLING Varsity Coach	2,058.48	2,350.08	2,646.00	2,938.68	3,233.52
TRACK					
Boys Head Coach	2,029.32	2,302.56	2,573.64	2,846.88	3,117.96
Girls Head Coach	2,029.32	2,302.56	2,573.64	2,846.88	3,117.96
Asst. Boys Coach	1,086.48	1,239.84	1,404.00	1,558.44	1,711.80
Asst. Girls Coach	1,086.48	1,239.84	1,404.00	1,558.44	1,711.80
Middle School Coach	930.96	1,050.84	1,167.48	1,285.20	1,404.00
CHEERLEADING					
Senior High - Fall	734.40	810.00	883.44	1,029.24	1,100.52
Senior High - Winter	734.40	810.00	883.44	1,029.24	1,100.52
Middle School - Fall	462.24	515.16	565.92	617.76	670.68
Middle School - Winter	462.24	515.16	565.92	617.76	670.68
SWIMMING					
Varsity Boys & Girls Combined	1,169.64	1,326.24	1,481.76	1,638.36	1,792.80
Assistant	703.08	818.64	932.04	1,051.92	1,169.64
GOLF					
Varsity Coach	1,738.80	1,846.80	1,967.76	2,073.60	2,187.00
TENNIS					
Varsity Boys	2,029.32	2,302.56	2,573.64	2,846.88	3,117.96
Varsity Girls	2,029.32	2,302.56	2,573.64	2,846.88	3,117.96
VOLLEYBALL					
Varsity	3,782.16	4,277.88	4,769.28	5,263.92	5,755.32
Junior Varsity	2,866.32	3,225.96	3,578.04	3,932.28	4,269.24
Freshman	1,289.52	1,420.20	1,548.72	1,688.04	1,890.00
FASTPITCH					
Varsity	2,008.80	2,278.80	2,548.80	2,818.80	3,086.64

Any coach leading their team beyond the "District" tournament level shall receive $216 per week during the extended season and an additional payment of $1,080 for winning a team State Title Championship. The only sports that qualify for this

payment are as follows: Varsity Football, Varsity Volleyball, Varsity Basketball, Varsity Wrestling and Varsity Softball.

Any varsity coach winning the U.P. Championship Title will earn an additional $270 compensation for the season. The only sports that qualify for this payment are as follow: tennis, track, swimming, and cross county.

YEARBOOK					
Senior High Advisor	2,182.68	2,454.84	2,730.24	3,000.24	3,269.16
Middle School Advisor	547.56	600.48	654.48	694.44	762.48

PLAYS

Drama Club	1	$1,594.08 for a minor production which requires a minimum of eight (8) full weeks of preparation time.
	2	$797.04 for a minor production which requires a minimum of four (4) but not to exceed seven (7) full weeks of preparation time.
	3	The designation of a major or minor production will be determined by agreement between the Administrator and the Drama Coach.
	4	The maximum Drama Coach pay shall not exceed $2952 or two major productions per year.

KEY CLUB	888.84	1,005.48	1,126.44	1,233.36	1,351.08
ART CLUB	432.00	486.00	540.00	594.00	648.00
STUDENT COUNCIL					
Middle School Advisor	888.84	1,005.48	1,126.44	1,233.36	1,351.08
High School Advisor	888.84	1,005.48	1,126.44	1,233.36	1,351.08
HOOP GIRL	250.00	250.00	250.00	250.00	250.00
NATIONAL HONOR SOCIETY					
Advisor	888.84	1,005.48	1,126.44	1,233.36	1,351.08
CLASS ADVISOR					
8th Grade	500.00	500.00	500.00	500.00	500.00
Freshman	504.36	569.16	630.72	694.44	754.92
Sophomore	504.36	569.16	630.72	694.44	754.92
Junior	1,051.92	1,169.64	1,287.36	1,442.88	1,599.48
Senior	780.84	896.40	1,014.12	1,132.92	1,248.48

Once an employee is approved to advise a class, they will remain the advisor of the class through graduation.

QUIZ BOWL

Senior High Coach	780.84	858.60	932.04	1,014.12	1,132.92

(Steps based on number of rounds, i.e. two rounds - Step 2, etc., five or more rounds - Step 5)

GAME WORKERS – for school sponsored sporting events

Non-District Employee sport ticket taker, line judges, event timers - $27.00 per night/event

District Employee sport ticket taker, line judges, event timers - $32.41 per night/event

Non-District Employee sport clock workers, book keepers, announcer for MS/HS - $48.60 per night/event

District Employee sport clock workers, book keepers, announcer for MS/HS - $59.40 per night/event

(1) BASIC FIXED FEE SCHEDULE FOR 2027 - 2028:

	MINIMUM STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FOOTBALL					
Varsity:					
Head Coach	4,335.02	4,899.01	5,461.88	6,024.76	6,570.95
Assistant Coach	3,854.47	4,298.31	4,738.82	5,181.56	5,624.29
Junior Varsity:					
Head Coach	3,293.82	3,696.51	4,095.86	4,497.43	4,899.01
Assistant Coach	2,734.28	3,053.54	3,372.80	3,694.28	4,016.88
Freshman Coach	2,734.28	3,053.54	3,372.80	3,694.28	4,016.88
BASKETBALL - BOYS Varsity:					
Varsity					
Head Coach	4,335.02	4,899.01	5,461.88	6,024.76	6,570.95
Junior Varsity:					
Head Coach	3,293.82	3,696.51	4,095.86	4,497.43	4,899.01
Freshman:					
Head Coach	2,734.28	3,053.54	3,372.80	3,694.28	4,016.88
8th Grade:					
Head Coach	1,526.21	1,726.44	1,928.90	2,129.13	2,327.14
7th Grade:					
Head Coach	1,526.21	1,726.44	1,928.90	2,129.13	2,327.14
BASKETBALL - GIRLS Varsity:					
Varsity					
Head Coach	4,335.02	4,899.01	5,461.88	6,024.76	6,570.95
Junior Varsity:					
Head Coach	3,293.82	3,696.51	4,095.86	4,497.43	4,899.01
Freshman:					
Head Coach	2,734.28	3,053.54	3,372.80	3,694.28	4,016.88
8th Grade:					
Head Coach	1,526.21	1,726.44	1,928.90	2,129.13	2,327.14
7th Grade:					
Head Coach	1,526.21	1,726.44	1,928.90	2,129.13	2,327.14
CROSS COUNTRY Varsity Coach	1,927.79	2,165.84	2,410.57	2,647.51	2,890.02
WRESTLING Varsity Coach	2,120.23	2,420.58	2,725.38	3,026.84	3,330.53

TRACK					
Boys Head Coach	2,090.20	2,371.64	2,650.85	2,932.29	3,211.50
Girls Head Coach	2,090.20	2,371.64	2,650.85	2,932.29	3,211.50
Asst. Boys Coach	1,119.07	1,277.04	1,446.12	1,605.19	1,763.15
Asst. Girls Coach	1,119.07	1,277.04	1,446.12	1,605.19	1,763.15
Middle School Coach	958.89	1,082.37	1,202.50	1,323.76	1,446.12
CHEERLEADING					
Senior High - Fall	756.43	834.30	909.94	1,060.12	1,133.54
Senior High - Winter	756.43	834.30	909.94	1,060.12	1,133.54
Middle School - Fall	476.11	530.61	582.90	636.29	690.80
Middle School - Winter	476.11	530.61	582.90	636.29	690.80
SWIMMING					
Varsity Boys & Girls Combined	1,204.73	1,366.03	1,526.21	1,687.51	1,846.58
Assistant	724.17	843.20	960.00	1,083.48	1,204.73
GOLF					
Varsity Coach	1,790.96	1,902.20	2,026.79	2,135.81	2,252.61
TENNIS					
Varsity Boys	2,090.20	2,371.64	2,650.85	2,932.29	3,211.50
Varsity Girls	2,090.20	2,371.64	2,650.85	2,932.29	3,211.50
VOLLEYBALL					
Varsity	3,895.62	4,406.22	4,912.36	5,421.84	5,927.98
Junior Varsity	2,952.31	3,322.74	3,685.38	4,050.25	4,397.32
Freshman	1,328.21	1,462.81	1,595.18	1,738.68	1,946.70
FASTPITCH					
Varsity	2,069.06	2,347.16	2,625.26	2,903.36	3,179.24

Any coach leading their team beyond the "District" tournament level shall receive $222.48 per week during the extended season and an additional payment of 1,112.40 for winning a team State Title Championship. The only sports that qualify for this payment are as follows: Varsity Football, Varsity Volleyball, Varsity Basketball, Varsity Wrestling and Varsity Softball.

Any varsity coach winning the U.P. Championship Title will earn an additional $278.10 compensation for the season. The only sports that qualify for this payment are as follow: tennis, track, swimming, and cross county.

YEARBOOK					
Senior High Advisor	2,248.16	2,528.49	2,812.15	3,090.25	3,367.23
Middle School Advisor	563.99	618.49	674.11	715.27	785.35
PLAYS					
Drama Club	$1,641.90 for a minor production which requires a minimum of eight (8) full weeks of preparation time.				
	2 $820.95 for a minor production which requires a minimum of four (4) but not to exceed seven (7) full weeks of preparation time.				
	3 The designation of a major or minor production will be determined by agreement between the Administrator and the Drama Coach.				
	4 The maximum Drama Coach pay shall not exceed $3,283.80 or two major productions per year.				
KEY CLUB	915.51	1,035.64	1,160.23	1,270.36	1,391.61
ART CLUB	444.96	500.58	556.20	611.82	667.44
STUDENT COUNCIL					
Middle School Advisor	915.51	1,035.64	1,160.23	1,270.36	1,391.61
High School Advisor	915.51	1,035.64	1,160.23	1,270.36	1,391.61
HOOP GIRL	257.50	257.50	257.50	257.50	257.50
NATIONAL HONOR SOCIETY					
Advisor	915.51	1,035.64	1,160.23	1,270.36	1,391.61

CLASS ADVISOR

8th Grade	515.00	515.00	515.00	515.00	515.00
Freshman	519.49	586.23	649.64	715.27	777.57
Sophomore	519.49	586.23	649.64	715.27	777.57
Junior	1,083.48	1,204.73	1,325.98	1,486.17	1,647.46
Senior	804.27	923.29	1,044.54	1,166.91	1,285.93

Once an employee is approved to advise a class, they will remain the advisor of the class through graduation.

QUIZ BOWL

Senior High Coach	804.27	884.36	960.00	1,044.54	1,166.91

(Steps based on number of rounds, i.e. two rounds - Step 2, etc., five or more rounds - Step 5)

GAME WORKERS – for school sponsored sporting events

Non-District Employee sport ticket taker, line judges, event timers - $27.81 per night/event

District Employee sport ticket taker, line judges, event timers - $38.93 per night/event

Non-District Employee sport clock workers, book keepers, announcer for MS/HS - $50.06 per night/event

District Employee sport clock workers, book keepers, announcer for MS/HS - $61.18 per night/event

(2) BASIC HOURLY RATE SCHEDULE:

GENERAL RATE/PREP-TIME RATE $30.00/hour

(This rate includes vocal music at the Elementary & Secondary levels, band at the Elementary & Secondary levels, art at the Elementary & Secondary levels and high school guidance counselors.)

DRIVER EDUCATION INSTRUCTOR $24.72/hour

VOCAL ADULT ACCOMPANIST $25/hour

GUIDANCE

5 work days immediately prior to the beginning of the school year, 1 day to be paid at per diem and4 days as comp time to be utilized within the current school year.

2 days following the conclusion of the school year to be paid at per diem.

Any additional days beyond the 7 days to be paid at the contract General Rate.

MENTOR

Mentor stipend of 1% of the "BA Degree" Base Salary or two Mentor Incentive Days. In addition, there will be two Mentor release days and two Mentee release days provided there is the implementation of the "New Teacher Mentoring Program".

Section 2 - Operation on Reduced Schedule

If any activity listed in Appendix A, Part 3, is operated on a reduced schedule, the Board may prorate the basic fixed fee schedule accordingly, provided that the decision to reduce the activity and prorate the basic fixed fee schedule is made prior to the start of that activity. (The start of an activity shall be defined as the first day of authorized practice, or the first day of the activity, if no authorized practice is involved.)

Section 3 - Determining Compensation

Compensation for responsibility for extracurricular activities shall be determined as follows:

(a) Bargaining unit employees responsible for a listed extracurricular activity for the first time will normally receive the Minimum fee set forth in the Basic Fixed Fee Schedule. Such employees who were, the prior year, responsible for a different extracurricular activity under the same major heading (such as an employee who had been an assistant coach under the Football heading the prior year being assigned to the Head Coach position for the current year) will receive an amount (not to exceed the Maximum set forth in the Basic Fixed Fee Schedule for the extracurricular activity for which they are responsible in the current year) equal to the greater of (1) 5% above their compensation for such extracurricular activity the prior year, or (2) the Minimum set forth in the Basic Fixed Fee Schedule for the extracurricular activity for which they are responsible in the current year.

(b) Employees responsible for the same extracurricular activity during the prior year will receive an amount equal to the greater of (1) five percent (5%) above their compensation for such extracurricular activity the prior year, or (2) the Step rate for such extracurricular activity, based on their years of full responsibility for such activity (1st year Step 1; 2nd year Step 2; etc.), up to the Maximum fee set forth in the Basic Fixed Fee Schedule for the current year.

Section 4 - Fully Responsible for Activity

The amounts hereinabove determined assume that the bargaining unit employee is fully responsible for the indicated extracurricular activity, but are not dependent upon whether the employee is otherwise a full-time or part-time staff member, or is retired from teaching.

Section 5 - Continuation of Activity; Use of Non Bargaining Unit Personnel

Nothing herein shall be construed to require the Employer to continue any specified extracurricular activity, or any position of responsibility for any extracurricular activity. Further, nothing herein shall be construed to prohibit use of non-bargaining unit personnel in connection with extracurricular activities, or to require any specific compensation for such non-bargaining unit personnel provided, however, the starting salary for non-bargaining unit personnel shall not, without the Union's consent, exceed the amounts set forth in the Basic Fixed Fee Schedule.

Section 6 – Credit for Prior Experience

If a bargaining unit employee ceases to be responsible for an extracurricular activity for a period not to exceed one year, due to illness or other legitimate reasons beyond the employee's control, and if the employee, with the prior written approval of the Superintendent, is, within such year, returned to responsibility for such extracurricular activity, such employee shall return to responsibility for the extracurricular activity at the same rate of compensation they were receiving at the time they ceased to be responsible for such activity, prorated as appropriate. Employees ceasing to be responsible for an extracurricular activity for any greater length of time, who return to responsibility for such extracurricular activity, shall be compensated at the rate of number of years experience times .5 on the pay scale (thus an advisor or coach with eight years experience would come back on the pay scale at Step 4). Also, any new member of the bargaining unit with similar experience from another district shall be compensated as follows: 1-3 years experience Step 1; 4-6 years Step 2; 7-9 years Step 3; 10 or more years Step 4.(If an employee had been between steps, for the first such intervening year their compensation would be reduced to the next regular step rate below their prior "between step" rate.)

Section 7 - Activities Without Experience Credit

The extracurricular activities designated "Game Workers", "Driver Education", "Vocal Music", "Band", "Guidance" and "Art" shall be compensated at a minimum of the rates set forth in the Basic Fixed Fee and Hourly Rate Schedules without experience or other incremental increase. The hourly rates set forth for the extracurricular activities designated "Vocal Music", "Band", "Guidance" and "Art" are only for hours spent outside of normal school hours during the normal school week, Monday through Friday. All such hours to be spent outside normal school hours or outside the normal school week, including but not limited to all rehearsals, performances, interviews and testing programs for such activities, must be justifiable, and are subject to the prior written approval of the employee's responsible principal prior to scheduling of any such paid time. The actual time involved for which the employee claims payment must be recorded on a time sheet, and submitted to the responsible principal for approval. Although it is expected that high school counselors will work a minimum of fifty hours per year, counselors will be paid only for those hours actually worked as herein provided.

Section 8 - No Compensation Required for Non Listed Activities

There need be no compensation for bargaining unit employees for extracurricular activities other than as herein provided.

Section 9 - Evaluation of Persons Performing Extracurricular Activities

Persons performing extracurricular activities shall be evaluated by the appropriate building principal.

APPENDIX B

Section 1 – Calendar



Section 2 - Calendar Adjustments

Should calendar adjustments be necessary, pursuant to Article VII, Section 4B (including make up of snow days), student/staff days will be added as follows, unless otherwise agreed in writing:

Section 3 - First Day of School

Students will be in class on the first day of school for one-half day session with teachers having one-half day with students.

Section 4 – Make Up Days

Should the State Aid Act of 30 hours of forgiven instructional time be reduced, inclement weather/emergency situation make up days will be added to the calendar.