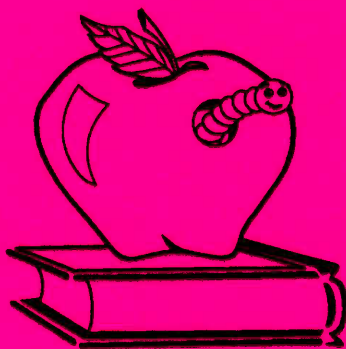


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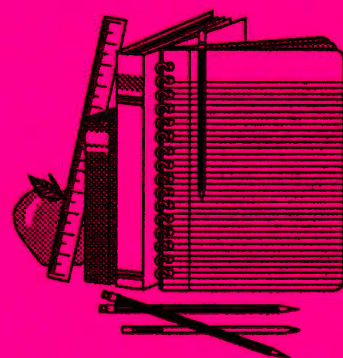
# MASTER AGREEMENT

DICKINSON-IRON INTERMEDIATE  
BOARD OF EDUCATION  
AND  
DICKINSON-IRON INTERMEDIATE  
SCHOOL DISTRICT  
EDUCATION ASSOCIATION

AND



THE U. P. E. A.  
AND



THE MICHIGAN EDUCATION  
ASSOCIATION  
**1994-1997**

*Dickinson Iron Intermediate School District*

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1           The Board and Association recognize their mutual  
2 obligations pursuant to Act 379 of the Public Acts of 1965 to  
3 bargain collectively with respect to hours, wages, and  
4 conditions of employment. This Agreement entered into this  
5 14th day of September 1994, by and between the Dickinson-Iron  
6 Intermediate School Board, hereinafter called the "Board" and  
7 the Dickinson Iron Intermediate school District Education  
8 Association, the U.P.E.A. and the Michigan Education  
9 Association, hereinafter called the "Association".

10                                   ARTICLE I  
11                                   RECOGNITION

12           The Board hereby recognizes the Association as the  
13 exclusive bargaining representative as defined in Section 2  
14 of Act 379, Public Acts of 1965 for the unit consisting of all  
15 certified teaching personnel, vocational education personnel  
16 on annual authorization, speech therapists, occupational  
17 therapists, physical therapists, school social workers, school  
18 psychologists, teachers consultants, non-administrative  
19 program coordinators, but excluding professional aides,  
20 substitutes, per diem employees, supervisors, administrators,  
21 and all other employees excluded by law. The phrase  
22 "educational association member" (Eam) when used hereinafter  
23 in this Agreement shall refer to any employee represented by  
24 the Association in the bargaining or negotiation unit as above  
25 defined. Any Eam hired to fill new or vacant positions



26 (including Grants) that are listed in, or fall into one of the  
27 categories of the Recognition Clause will be instructed at the  
28 time of hire that the new position is an Association position  
29 and that the terms and conditions of Article IV, Professional  
30 Responsibility of this agreement shall prevail for the new  
31 position. This provision would require either membership in  
32 the Association or the payment of a Service Fee as a condition  
33 of employment.

34 The creation of a union position including all rights and  
35 benefits which pertain thereto, shall expire with the grant.  
36 Should a grant be re-activated and awarded to the DIISD,  
37 including past grants, and a union position is created, and/or  
38 said position falls into one of the categories of the  
39 Recognition Clause, the position will be re-posted.

40 The Summer Youth Work Experience Program Coordinator  
41 position shall remain a Union position under the terms and  
42 conditions of this Master Agreement for 1994-97. This  
43 provision does not grant the Board the right to remove this  
44 position from the bargaining unit at the conclusion of this  
45 contract without bargaining over the impact of such decision.  
46

ARTICLE II

ASSOCIATION AND EAM RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee as defined in Article I shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the statutes of the State of Michigan, as amended, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any EAM in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the Law of the United States; that it will not discriminate against any EAM with respect to hours, wages or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any EAM rights he/she may have under the Michigan General School Laws or other applicable laws and regulations.



73 The rights granted to EAMs hereunder shall be deemed to be in  
74 addition to those provided elsewhere in this contract.

75 B. The Association and its representatives shall have  
76 the right to use the school for meetings when not conflicting  
77 with pre-scheduled activities, except during the EAM's working  
78 day as stated in this contract. No charge shall be made for  
79 the use of the building. All arrangements for building use  
80 shall be made through the principal of the building concerned  
81 or other authorized personnel.

82 C. The Association shall have the right to use school  
83 office equipment and all types of audio-visual equipment at  
84 times office personnel or janitors are on duty. The  
85 Association shall pay for the actual cost of all materials and  
86 supplies incident to such use. Use of such equipment is not  
87 to interfere with the instructional day. No equipment shall  
88 be taken from the building without administration permission.

89 D. The duly authorized president and/or Association  
90 officials shall be granted time to transact official  
91 Association business during the school day only in case of  
92 emergency. No more than two officials should be out of class  
93 at one time. No official shall leave his/her class-  
94 room without the classroom being provided with proper  
95 supervision as determined by the appropriate administrator.

96 E. The Association shall have the right to post notices  
97 of its activities and matters of Association concern on EAM  
98 bulletin boards. The Association may use the district inter-



99 school mail service and EAM mail boxes for communications to  
100 EAMs at no cost to the district. No EAM shall be prevented  
101 from wearing insignia, pins, or other identification of  
102 membership in the Association either on or off school  
103 premises.

104 F. The Board agrees to make available to the Association  
105 in response to reasonable requests annual financial reports  
106 and audits, register of certified personnel, tentative  
107 budgetary requirements and allocations (including county  
108 allocation board budgets), agendas and minutes of all board  
109 meetings, and census and membership data. Only copies of  
110 official records and accounts shall be permitted to leave the  
111 office of the Board, subject to Act 442, 1976, Freedom of  
112 Information Act.

113 G. The Board may allow input from EAMs as defined in  
114 Article I on any new or modified fiscal, budgetary or tax  
115 programs, construction programs, or major revisions of  
116 educational policy, which are proposed or under consideration.  
117 The Board shall provide the Association president a copy of  
118 the agenda of board meetings and all public information  
119 attachments which will be mailed or delivered at the same time  
120 of the mailing or delivery to the board members.

121 H. The provisions of this Agreement shall comply with  
122 all State and Federal Laws and Regulations.

123 I. The Association shall be granted two (2) school days  
124 per year for the purpose of releasing its representatives from



25 regular duties without loss of salary to participate in area,  
26 state or regional meetings of the Michigan Education  
27 Association. An additional four (4) school days without loss  
28 of salary will be granted for which the Association will pay  
29 the salary of a substitute EAM. Time must be drawn in half  
30 day or full day blocks of time. The Association designee  
31 wishing to use an Association day must notify his/her  
32 respective building principal at least three (3) school days  
33 in advance. An Association day will be granted providing a  
34 certified substitute(s) is available.

35 J. An ENM engaged in negotiating in behalf of the  
36 Association with any representative of the Board or  
37 participating in professional grievance negotiation, shall be  
38 released from regular duties without loss of salary.

39 K. Each EAM shall have the right upon written request to  
40 review all records of the District pertaining to said EAM.  
41 Such review shall be done in the presence of an administrator  
42 or administrator's designee. A representative of the  
43 Association may, at the EAM's request, accompany the EAM in  
44 this review.

45 L. All student communications obtained by an EAM and all  
46 student record information in possession of a Eam shall not be  
47 disclosed by the Eam except to those persons so authorized by  
48 law or federal or state regulation.

49 M. It is agreed that the ISD shall retain all property  
0 and copyright interests of any kind or character created or



151 developed individually by an EAM or in connection with others  
152 during the course and within the normal contract day of the  
153 EAM's employment with the ISD. EAMs shall retain all property  
154 and copyright interests and those works or materials produced  
155 outside of the normal contract day and in addition to the  
156 EAM's normal professional responsibilities. The EAM will have  
157 the right to retain a copy of any materials developed by them  
158 during the normal contract day. Prior administrative  
159 authorization shall be required for use of ISD equipment  
160 and/or materials for those professional projects to be  
161 accomplished outside of regular school hours.

162 N. All bargaining unit work shall be done by bargaining  
163 unit members unless none are available.

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ARTICLE III

RIGHTS OF THE BOARD

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

1. To the exclusive management and administrative control of the school system and its properties and facilities.
2. To hire all EAMs and, subject to the provisions of the law, to determine their qualifications or their dismissal subject to provisions of tenure law and to promote and/or transfer all such EAMs.
3. To approve the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
4. The Board and the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the District.

The exercise of the foregoing powers, rights, authority,



190 duties and responsibilities by the Board, the adoption of  
191 policy, rules, regulations, and practices in furtherance  
192 thereof, and the use of judgment and discretion in connection  
193 therewith shall be limited only by the specific and expressed  
194 terms of this agreement and then only to the extent such  
195 specific and expressed terms hereof are in conformance  
196 with the Constitution and laws as amended of the State of  
197 Michigan, and the Constitution and laws of the United States.



198 ARTICLE IV

199 PROFESSIONAL RESPONSIBILITY

200 A. Membership in the Association shall comply with all  
201 State and Federal regulations.

202 B. All EAMs included in the Recognition Clause shall pay  
203 dues or service fees to the Association according to MEA  
204 guidelines.

205 C. It is recognized that the proper negotiation and  
206 administration of collective bargaining agreements entail  
207 expense which is appropriately shared by all EAMs who are  
208 beneficiaries of such agreements. To this end, the Board  
209 agrees either to:

- 210 1. Deduct from EAM's salaries, dues for the  
211 Dickinson Iron Intermediate School District Education  
212 Association, U.P.E.A., and the Michigan  
213 Education Association; the National Education  
214 Association; or  
215 2. Deduct from EAM's salaries a service fee  
216 established in accordance with applicable laws and  
217 regulations for the negotiations and administra-  
218 tion of this Agreement.

219 The deduction shall be made as the EAMs individually and  
220 voluntarily authorize the Board to deduct; and the monies  
221 shall be promptly transmitted to the Dickinson Iron  
222 Intermediate School District Education Association. EAM  
223 authorizations shall be made in the form set forth in Appendix

224 #A at the end of this Agreement.

225 D. In the event that such an authorization is not signed  
226 and returned to the school business office for a period of  
227 thirty (30) school days following the commencement of  
228 employment of the EAM, or a Service Fee is not paid directly  
229 to the Association, the Board agrees that upon written request  
230 by the Association, the services of such EAM shall be  
231 discontinued within thirty (30) working days.

232 E. The Board agrees to send or present each prospective  
233 EAM employee with a copy of this Article along with the  
234 individual EAM contract.

235 F. The Dickinson Iron Intermediate School District  
236 Education Association shall certify to the Board in writing  
237 the current rate of membership dues for each of the  
238 Associations named above. If any of said Associations shall  
239 change the rate of its membership dues, the Dickinson Iron  
240 Intermediate School District Education Association shall give  
241 the Board thirty (30) school days written notice prior to the  
242 effective date of such change.

243 G. Deductions referred to in Section C above shall be  
244 made in twenty (20) equal installments.

245 H. No later than the thirtieth (30th) school day  
246 following the opening day of school, the Board shall provide  
247 the Education Association with a list of those ESMS who have  
248 not authorized the Board to make deductions for member-  
249 ship dues or service fees for negotiation and administration



250 of this Agreement.

251 I. If an EAM is hired to replace an EAM during the  
252 school year, that EAM will receive a contract after working a  
253 total of thirty (30) consecutive school days, at which time  
254 they shall pay dues or service fees to the Association. This  
255 contract will state that his/her employment will terminate  
256 at the end of that school year or when the regular EAM returns  
257 to his/her duties, whichever occurs first. In the event that  
258 the same EAM is rehired within the same school year, he/she  
259 shall not have to serve another thirty (30) day probationary  
260 period for substitute pay. That EAM shall pay dues or service  
261 fees to the Association upon employment.

262 J. In the event of any legal action against the Employer  
263 brought in a court or administrative agency because of its  
264 compliance with this Article, the Association agrees to defend  
265 such action, at its own expense and through its own counsel.  
266 The Association will have the authority to settle the case.

267 The Association agrees that in any action so defended, it  
268 will indemnify and hold harmless the Employer, including the  
269 board, wholly or individually, and/or administration, wholly  
270 or individually, from any liability for damages and costs  
271 imposed by a final judgment of a court or administrative  
272 agency as a direct consequence of the Employer's compliance  
273 with this Article IV, but this does not include any liability  
274 for compensation paid under the Michigan Employment Security  
275 Act.



276

ARTICLE V

277

EAM HOURS, CLASS LOADS, ASSIGNMENTS

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(Special Education Eams)

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A. EAM Hours:

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1. The EAM's normal working day shall be six (6) hours.

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For Itinerant staff members, a minimum of five (5) such

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hours shall be spent in a student/EAM or EAM/

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parent contact. Six (6) hours shall be the normal work

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day for classroom EAMs. Five (5) such hours

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will be spent in the process of instructing students.

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Classroom EAMs having students assigned to their

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classroom for 5-1/4 hours shall have 15 minutes of

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unassigned student contact during this time period.

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Such duty hours shall be posted in the Intermediate

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office and in the classroom. Any EAM whose students are

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required by their IEPC to receive instructional time in

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excess of the EAM's five hour instructional day shall

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receive compensation to the amount of time mandated and at

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a rate commensurate to their salary.

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2. Staff meetings shall be limited to no more than one

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meeting per month, the duration not to exceed more than

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two hours, except in the event of an emergency an addi-

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tional meeting can be called by the administration,

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but all meetings in one month cannot exceed two (2)

300

hours.

- 301 3. The EAM will not be expected to depart from these  
302 norms except in cases where the following exists:  
303 a. An emergency arises in which consultation with  
304 the Association shall be made.  
305 b. The EAM will perform tasks or duties beyond  
306 which are stated in this Agreement that she/he  
307 has not been coerced into doing, but would like  
308 to do of their own free will. In this case, the  
309 EAM should not be given extra favors or any other  
310 type of compensation. In the same respect, an EAM  
311 who does not exceed those responsibilities which  
312 are defined in his/her job description should not  
313 be given unfair treatment.
- 314 B. Class Loads:  
315 1. Class size shall be determined in accordance  
316 with the current State Dept. Rules and  
317 Regulations for each discipline, including  
318 variance granted by the State.
- 319 C. All EAMs shall be given written notice of their  
320 tentative assignments for the forthcoming year no  
321 later than August 1. In the event that changes in  
322 such assignments are made, all EAMs affected shall  
323 be notified promptly. EAMs shall have the right to  
324 discuss his/her assignment with the administration.



325

ARTICLE Va

326

EAM HOURS AND CLASS LOAD

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(Vocational Education Eams)

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A. The EAM's normal contract hours in the Dickinson-Iron Vocational Center shall be as follows in relation to the present schedule. For reasons of scheduling, the EAM's total work hours shall remain consecutive, unless agreed upon by the Association and the Board.

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SKILL CENTER

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- 1. EAMs will arrive no later than 7:45 a.m.
- 2. EAMs at assigned place of duty not later than 8:00 a.m.
- 3. EAMs shall leave school no earlier than 3:15 p.m.

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B. The normal weekly contract hours in the Vocational Center will be twenty-five (25) teaching hours, and five (5) unassigned preparation hours. Assignment to a supervised study period shall be considered a contract hour for purposes of this Article.

345

C. POLICY ON DECLINING ENROLLMENTS IN VOCATIONAL

346

EDUCATIONAL PROGRAMS, MAY 18, 1987

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Because EAMs and administrators recognize the value of keeping all three blocks in a program open and also recognize the current problem with declining student enrollments, the following policy was adopted:

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352

If any vocational education program drops below 30, in total student enrollment, the EAM of the program will agree to



353 teach the full six hours, but will receive 100% contract,  
354 (in other words, an EAM will not receive the extended 6th hour  
355 of pay). The purpose behind this agreement is to keep all  
356 three blocks open for one school year so as not to damage  
357 prospective enrollments for the following school year. Any  
358 one block must have a minimum of five (5) students in order to  
359 keep that block open. If during the "grace year" there are  
360 less than five students in any block, students will be  
361 transferred to other blocks within the program if possible,  
362 but the EAM will be assigned other duties and will still  
363 receive 100% (pay for the regular five-hour day). This "grace  
364 year" is for one school year only and if, after the "grace  
365 year" is over, the program's enrollments are still below a  
366 total of 30 students, Administration will be free to implement  
367 any cost effective decision that would close down one, two,  
368 or more of the blocks, or even decide to eliminate the program  
369 altogether.

370 All EAMs with a projected program enrollment of less than  
371 a total of thirty (30) students, will be notified, in writing,  
372 by the Administration on or before May 1, that they will be on  
373 a "grace year" status the following school year. This "grace  
374 year" status will remain unless enrollments improve to thirty  
375 (30) or above prior to the third week of school.

376 After the one year "grace status", if program enrollments  
377 are at less than thirty (30) total students for the second  
378 school year in a row, the EAM will be notified, in writing, by



379 the Administration, that they will be teaching less than full  
380 time (100%) and will have the summer months to seek full time  
381 employment elsewhere if they so desire.

382 Once a program is granted a "grace year" and, for the  
383 next two (2) consecutive school years, program enrollments are  
384 thirty (30) or more, the program will be eligible for another  
385 "grace year" if enrollments so fluctuate again.

386 In the event that a EAM is not on a "grace year", the pay  
387 for their assignment will be subject to Article VIII,  
388 Paragraph F of the Master Agreement.

389 The following Board Policy proposal is contingent upon  
390 the following:

- 391 1. No grievance be filed on past practice, relative to  
392 teaching assignment and class loads prior to 5/18/87.
- 393 2. All classes with a total enrollment from all blocks of  
394 less than eighteen (18) students during the grace year, will  
395 be subject to part time instruction and be paid according to  
396 Article VIII, Paragraph F of the Master Agreement.
- 397 3. In the event that management or labor recognize a gray  
398 area or a situation that is not clearly covered by this  
399 proposal, it will be subject to review by the parties for  
400 clarification.
- 401 4. This Policy is not in lieu of, but in addition to the 7/30  
402 student formula we have in effect at this time, established by  
403 the Board on March 22, 1983.
- 404 5. The administration will make reasonable effort to balance

405 class loads.

406 D. No departure from these norms, except in case of  
407 emergency, shall be made without prior consultation with the  
408 Association. In the event of any disagreement as to the need  
409 and desirability of such deviation, the matter may be  
410 processed through the professional grievance procedure  
411 hereinafter set forth.



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ARTICLE VI

413

(VOCATIONAL EDUCATION)

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SPECIAL STUDENT PROGRAM

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A. The parties recognize that students having special physical, mentalphysical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place unreasonable demands upon the EAM. Taking this into account and in order to insure an adequate educational program, the following conditions will be met by the Board:

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Whenever Special Needs Students (not less than five (5), nor more than eight (8)) are enrolled in a class, an EAM aide will be provided for that class under the conditions specified under Article VIII, Section B, number 3, providing that adequate funding is provided. Furthermore, when Special Education students (at least one (1) and not more than three (3)) are enrolled in a class who, because of the severity of their handicap, require a disproportionate amount of the EAM's time, an EAM aide will be provided. Special attention will be given to reducing class size where special students are placed in a regular classroom.

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B. Forms for referral of suspected handicapped students shall be made available to all EAMs. EAMs shall obtain these forms from the building principal's office.

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C. The Board shall assure that the Association is

438 notified and allowed to participate in any formal planning  
439 process involving the ISD in implementing the least  
440 restrictive environment concept. Such participation shall  
441 neither expressly nor by implication be deemed to be a waiver  
442 of the Association's right to bargain any working condition in  
443 accordance with its responsibilities pursuant to the Public  
444 Employment Relations Act, as amended.

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ARTICLE VII

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WORKING CONDITIONS - TOTAL ASSOCIATION

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It is recognized by the Board and the Association that the pupil-EAM ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size to not more than what the State of Michigan specifies and within the capacity of the available facilities.

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A. The Board agrees to direct all administrators not to schedule combination classes without prior agreement between the Board and the Association.

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B. The Board recognizes that appropriate texts, laboratory equipment, audio-visual equipment, current periodicals, standard tests, questionnaires, and similar materials are the tools of the teaching profession. The parties will confer as needed for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained within their financial ability.

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C. The Board agrees to make available to EAMs adequate clerical services to aid EAMs in the preparation of instructional material. The clerk is responsible to his/her immediate supervisor.

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D. The Board shall provide:

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1. A separate desk for each EAM in the

- 472 district.
- 473 2. Copies, exclusively for each EAM's use,  
474 of all texts used in each of the courses  
475 he/she is to teach.
- 476 3. A dictionary in every classroom shall be  
477 provided, if requested.
- 478 4. Storage space in each classroom for  
479 instructional materials.
- 480 5. Adequate attendance books, paper, pencils,  
481 pens, chalk, erasers, and other material  
482 required in daily teaching responsibility.
- 483 6. A place to lock up items (personal or  
484 confidential).
- 485 7. Petty cash funds shall be established by the  
486 Board to be used by special education EAMs  
487 for the daily operational needs of their pro-  
488 gram, according to State reimbursement guide-  
489 lines. These funds shall be maintained at a  
490 \$50 capacity and shall be limited to an  
491 annual accumulated expenditure of \$100 per  
492 fund. EAMs shall use the district's  
493 established petty cash record and documentary  
494 procedure.

495 E. Under no conditions shall an EAM be required to drive  
496 a school bus as part of his/her regular assignment. An EAM  
497 may drive students to school events either in their own



498 vehicle or one owned or leased by the school, if approved by  
499 administration or the Board.

500 F. The Board shall make available at the Vocational  
501 Center, lavatory facilities exclusively for employee use and  
502 at least one room which shall be reserved for use as a faculty  
503 lounge.

504 G. The Association will have a telephone installed in  
505 the Vocational Center faculty lounge at the Board's expense.

506 H. EAM shall not be required to work under unsafe,  
507 unsanitary, hazardous conditions or to perform tasks which  
508 endanger their health, safety or well-being.

509 I. Pursuant to the requirements of Act 54, Public Acts  
510 of 1972, the Board will pay for one (1) pair of prescription  
511 safety glasses and for the repair and replacement of same for  
512 all EAMs who are required by said Act to wear eye protection  
513 devices.

514 J. Voc Ed EAMs shall be informed of a telephone number  
515 they shall call before 6:45 a.m. to report unavail-  
516 ability for work, and special education EAMs at 7:00 a.m. A  
517 variation in these times may occur in cases of emergency.

518 K. The Board will pay mileage or provide a truck or van  
519 for the building trades instructor for travel from the school  
520 to building site, and also for related travel. The EAM shall  
521 also receive an additional day's pay for layout of building.

522 ARTICLE VIII

523 QUALIFICATIONS AND ASSIGNMENTS

524 A. The Dickinson-Iron Intermediate School District Board  
525 of Education shall seek applicants who meet the highest  
526 standards of qualifications in education and in certification  
527 requirements. All efforts shall be exerted toward filling  
528 vacancies in all classrooms with degreed and fully certifiable  
529 professionals. If circumstances occur to prevent the Board  
530 from employing a degreed, fully certifiable EAM, they shall  
531 contract with the best qualified applicant available under the  
532 following terms of employment.

533 1. A renewable probationary contract shall be issued  
534 annually upon approval of the Dept. of Education and upon a  
535 signed commitment to professional improvement by the  
536 applicant. The less than fully qualified or fully certi-  
537 fiable employee shall file an improvement status report with  
538 the Administration and with the Association by February 15 and  
539 July 15 of each year. (See Appendix B) The administrative  
540 recommendation to the Board of Education for continuing or  
541 discontinuing such a probationary contract shall be based upon  
542 a total evaluation of which the improvement status will be a  
543 part.

544 2. A non-degreed EAM shall have completed all work  
545 toward his/her degree by the end of his/her fifth (5th) year  
546 of employment by the district.

547 B. Teacher aides shall not replace a EAM. A certified



548 EAM must be responsible for the assigned instruction of the  
549 classroom.

550 C. The EAM(s) supervising an aide(s) may, at EAM's  
551 discretion, participate in the interviewing of the pros-  
552 pective aide(s) for his/her class. Furthermore, the EAM will  
553 write an evaluation of their aide(s) at least once a semester,  
554 with a second evaluation to be completed by April 15, a copy  
555 of which is to be filed in the administrator's office. In the  
556 event problems develop between the aide and EAM, the  
557 Administration will take steps to resolve the problem through  
558 the proper chain of command.

559 D. EAMs shall not be assigned outside the scope of their  
560 certification except temporarily and for reasonable cause.

561 E. Any assignments in addition to the normal work  
562 schedule during the regular school year, including extra  
563 duties enumerated in Schedule B supplement, and summer school  
564 courses, shall not be obligatory, but shall be with the  
565 consent of the EAM. Preference in making such assignments  
566 will be given to qualified and certified EAMs regularly  
567 employed in the District. In the event no regularly employed  
568 EAM of the District applies for a position enumerated above,  
569 the Board will have the right to fill said vacancy with a  
570 person outside the Association.

571 F. Part-time EAMs shall receive one-fifth (1/5) of  
572 their salary step for working one hour, two-fifths (2/5) for  
573 working two hours, three-fifths (3/5) for working three hours,

574 etc. The part-time contract will require the individual to  
575 remain at the work site for the same fractional part of a  
576 preparation period in addition to the class period.

577 All EAMs must obtain five-fifths year or more of  
578 experience before advancing a step on the salary schedule.  
579 Adjustments will be made at the beginning of each semester.  
580 EAMs teaching for six (6) hours shall receive an additional  
581 1/6th of their salary.



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ARTICLE IX

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VACANCIES AND TRANSFERS

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A. Whenever a vacancy covered by this agreement occurs the Board shall provide the Association a copy of the posting. Postings are to include administrative or degreed positions not covered by this agreement. The Board shall publicize the same by giving written notice of such vacancy to the Association president and shall post the vacancy in the Vocational Center and Special Education Office. No Association vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) school days.

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Vacancies which occur during vacation periods shall be posted in the central office and the Association president shall be notified by letter.

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B. Any qualified EAM meeting state requirements and the standards of the involved professional organization may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background and attainments of both currently employed applicants and other applicants including the length of experience of each.

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C. All job postings for positions covered by this Agreement shall state the minimum qualifications established by the Board. All applicants will be notified in writing as to the decision of the Board. Upon request, the applicant has the right to a written response stating the reasons why he/she

608 was not hired.

609 ARTICLE X

610 PROMOTIONS

611 The Board supports promotion from within the ISD  
612 employees. The final authority for promotions rests with the  
613 Board. In the event a EAM of the Association is promoted or  
614 placed with his/her consent, in a position outside the  
615 bargaining unit, but within the DIISD, he/she will maintain,  
616 but not accrue, seniority within the bargaining unit for a  
617 period of one and one-half (1-1/2) years. All seniority  
618 rights will be maintained within this one and one-half year  
619 period and the individual may return to any vacant position  
620 for which he/she is qualified. After this one and one-half  
621 year period, he/she would be removed from the Association  
622 seniority list. Should qualified EAMs in the Association  
623 apply for promotions and be denied, upon request, the  
624 applicant has the right to a written response stating the  
625 reasons why he/she was not hired. Administrators and support  
626 personnel currently appearing on the Association Seniority  
627 List shall not have bumping rights under the life of this  
628 Agreement.



629 ARTICLE XI

630 ILLNESS OR DISABILITY

631 A. EAMs shall be entitled to ten (10) days sick leave  
632 per school year with an accumulated potential of 150 sick  
633 days. The administration shall furnish each EAM with a  
634 written statement the beginning of each school year setting  
635 forth the total sick leave credit and personal leave credit  
636 accumulated. Payment for unused sick leave shall not be made  
637 under any circumstances.

638 B. EAMs employed in this system during their first  
639 semester shall be awarded five (5) days sick leave at the  
640 beginning of their semester and shall accumulate one (1) day  
641 per month to a total of ten (10) days sick leave during their  
642 first year. After the first year, EAMs will automatically be  
643 granted ten (10) days at the beginning of the school year.

644 C. Any full-time EAM who qualifies for compensation  
645 under the Michigan Worker's Compensation Act shall receive  
646 his/her salary in the amount of the difference between  
647 Worker's Compensation and contractual salary for a period of  
648 seventy-five (75) school days without loss of accumulated sick  
649 leave. Following the seventy-fifth (75th) school day, the EAM  
650 shall draw only Worker's Compensation.

651 D. Sick leave may be used for the following purposes:

- 652 1. For illness of EAM, parent, parents of  
653 spouse, brother, sister, spouse, child, grand-  
654 parents, grandchild, or a member of the immediate

655 household.

656 2. Up to three (3) sick days may be granted as an  
657 extension of immediate family bereavement.

658 3. Up to two (2) sick days may be granted for  
659 other than immediate family bereavement.



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ARTICLE XII

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PERSONAL LEAVE AND SPECIAL LEAVE GRANT

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A. At the beginning of every school year, each EAM shall be credited with three (3) days to be used for the EAM personal leave when substitutes are available. Personal leave can be accumulative up to five (5) days. The word "personal" as used herein is used semantically to mean no excuse has to be given in order to be granted these days. A EAM planning to use a personal leave day or days shall notify his/her supervisor or director at least three (3) school days in advance, except in cases of emergency. Personal days not used beyond the accumulated five (5) days shall be counted as accumulated sick leave.

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B. A maximum of three (3) days of special leave shall be granted for a death in the immediate family. The immediate family consists of: parent, parents of spouse, brother, sister, spouse, child, grandparents, grandchild, or a member of the immediate household.

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C. A maximum of four (4) days may be used as professional days, which may be used for a conference or may be taken individually to advance one's knowledge in their professional field or to attend meetings which involve their work assignments. EAMs are encouraged to use transportation out of the intermediate school office. EAMs are eligible to attend workshops in their major field with administrative or board approval. The Board may pay registration dues, travel,

686 meals, lodging, and substitute EAMs, depending on available  
687 funding.



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ARTICLE XIII

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WORK EXPERIENCE OR EDUCATIONAL IMPROVEMENT LEAVE

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A. EAMs who have been employed for two (2) school years, may, at the discretion of the Board, be granted a work experience or educational improvement leave not to extend beyond two (2) school years for the purpose of working toward a continuing vocational certificate, or special education certifications. During said leave, the EAM shall be considered to be in the employ of the Board, without pay, but may elect to purchase insurance benefits provided under the Federal COBRA law.

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B. An EAM, upon return from a work experience or education improvement leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period.

ARTICLE XIV

NOTIFICATION OF RETURNING FROM LEAVE

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707           A EAM on authorized leave shall notify the Board on or  
708 before March 25 of his/her intention to either return or not  
709 to return to the school district for the ensuing year except  
710 in those instances as specified in specific Articles of the  
711 Master Agreement.



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ARTICLE XV

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LEAVES OF ABSENCE.

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WORK RELATED LEAVE:

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A. A leave of absence for one (1) school year may, at the discretion of the Board, be granted to any EAM, upon application, for the purpose of participating in exchange programs in other states, territories or countries; foreign or military programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs. A leave of absence of one (1) school year may, at the discretion of the Board, be granted for a work program related to his/her professional responsibilities.

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In all cases when applying for a leave, the EAM shall state his/her intention to return to the school system. Upon return from such leave, an EAM shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period. The Board may renew the leave of absence in the following school year.

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MILITARY LEAVE:

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B. A military leave of absence shall be granted to any EAM who shall be inducted into any branch of the armed forces of the United States during declared war or declared national emergency. This provision shall be subject to the laws of the State of Michigan and the laws of the United States.

736 ASSOCIATION LEAVE:

737 C. A leave of absence of one (1) school year shall be  
738 granted to any EAM upon application for the purpose of serving  
739 as President or President Elect of the M.E.A., or N.E.A. The  
740 Board may renew the leave for an additional school year. Upon  
741 return from such leave, such EAM shall be placed at the same  
742 position on the salary schedule as when they left.

743 NON-CHARGEABLE LEAVE:

744 D. Leaves of absence with pay not chargeable against the  
745 EAM's allowance shall be granted for the following reasons:

- 746 1. Absence when a EAM is called for jury  
747 service. The EAM shall receive the dif-  
748 ference between his/her regular salary and  
749 salary received for this service.
- 750 2. Court appearance as a witness in any case  
751 connected with the EAM's employment or  
752 the school or whenever EAM is subpoenaed  
753 to attend any proceeding. The EAM shall  
754 receive the difference between his/her regular  
755 salary and he salary received for this  
756 service.
- 757 3. Approved visitation at other schools or for  
758 attending approved educational conferences  
759 or conventions.

760 E. DISABILITY LEAVE:



761           An EAM who is unable to perform his/her duties because of  
762 a personal illness or disability, or any period of physical  
763 disability related to pregnancy, documented by a medical  
764 doctor, shall be granted an unpaid leave of absence for up to  
765 one year, renewable at the discretion of the Board. The Board  
766 shall establish the beginning and ending dates of such leave,  
767 based upon medical doctor's written recommendation, provided  
768 by the EAM. Requests for renewal of such leave shall be made  
769 at least sixty (60) days prior to expiration of the initial  
770 leave period, unless unexpected medical complications related  
771 to the personal illness or disability prevent the EAM from  
772 meeting the sixty (60) day deadline. The Board, at it's  
773 discretion and expense, may require the EAM to be examined by  
774 a Board appointed medical doctor for a second medical opinion.  
775 The EAM may make written election at commencement of such  
776 leave to use his/her accumulated sick leave for any portion of  
777 time absent due to illness or disability. Neither seniority  
778 nor salary schedule credit shall accrue during disability  
779 leaves (except where the paid sick leave is used.)

780 F.   CHILD CARE LEAVE:

781           A child care leave without pay, but including fringe  
782 benefits and those benefits provided by law for which the EAM  
783 is eligible, will be granted for a period not to exceed one  
784 year for the purpose of child care related to the birth of the  
785 EAMs child or the EAMs adoption of a newborn infant. The EAM  
786 shall be allowed to resume and continue the job he/she held

787 prior to the taking of a child care leave.  
788 While the EAM is on child birth or child care leave, he/she  
789 shall retain but is not limited to the following:

- 790 1. The same position on the salary schedule as held  
791 when the leave was granted.
- 792 2. All rights to seniority in the bargaining unit  
793 with accrual during the leave.
- 794 3. Unused sick leave as held at the start of the  
795 leave of absence unless he/she elects to use sick  
796 leave in place of all or part of the child birth  
797 or child care leave.

798 MISCELLANEOUS LEAVE:

799 G. Leaves of absence without pay shall be granted where  
800 feasible upon application for the following purposes:

- 801 1. Study related to the EAM's field.
- 802 2. Study to meet eligibility requirements for a  
803 license or certification other than that held  
804 by the EAM, but pertaining to employment within  
805 the Dickinson-Iron ISD.
- 806 3. For the care and custody of the EAM's  
807 child or children, natural or adopted,  
808 and/or spouse. Such leave, in combination  
809 with any other leave, shall not exceed a period  
810 of two school years. An extension may be granted  
811 at the Board's discretion.

812 The EAM will be placed at the same position on the salary



813      schedule as when they left.

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ARTICLE XVI

ACADEMIC FREEDOM

Both the Board and Association, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality, are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for EAM and student is guaranteed. No special limitation shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within curriculum guidelines approved pursuant to this Agreement.

GRADING

The parties agree that the evaluation of student performance is the responsibility of the EAM since such individuals have firsthand knowledge of the students' skills, abilities and achievements.

The parties agree to utilize the following procedures as established by PA 232 of 1988 when a teacher's assignment of a grade is challenged:

1. Any teacher, who has taught a child, has a right to examine student's official transcript.
2. Once issued, a grade may not be changed unless one of the



840 following occurs:

841 a. The teacher concurs

842 b. Majority of review panel concurs

843 c. A teacher who does not agree with the review panel's  
844 decision may appeal to the local Board of Education

845 3. Review panel consists of five people:

846 a. A board of Education member

847 b. Superintendent or his/her designee

848 c. Three teachers selected by the bargaining unit

849 The Board shall continue to maintain all policies and  
850 procedures under the provisions of the Family Rights and  
851 Privacy Act of 1974, including policies/procedures which  
852 define school records, provide for parental and other requests  
853 for access to records, parental consent and bargaining unit  
854 members' responsibility for implementation. If changes in the  
855 above are deemed necessary, all changes shall be mutually  
856 agreed upon prior to implementation by the Employer and the  
857 Association. copies shall be furnished to the Association.

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ARTICLE XVII

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EAM EVALUATION

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A. The work performance of all EAMs shall be evaluated in writing. Probationary EAMs shall be evaluated at least two (2) times during the school year. Tenured EAMs shall be evaluated at least once in every two (2) years.

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B. Evaluations shall be conducted by the EAMs immediate supervisor or an administrator working in the same building or otherwise familiar with the EAM's work who shall be designated by the Board.

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C. Each observation shall be made in person for a reasonable length of time and the time will be recorded on the evaluation sheet. Evaluations shall not be conducted during the week prior to nor the week following, a regularly scheduled vacation. Evaluations shall be completed by May 15. The use of undercover surveillance devices by either the administration or association, shall be strictly prohibited.

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D. A copy of the written evaluation shall be submitted to the EAM at the time of such personal interview or within ten (10) days thereafter, and the EAM shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

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E. No later than March 15 of each probationary year the final written evaluation report will be furnished to the EAM personnel file covering each probationary EAM. A copy shall

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886 be furnished to the EAM and signed. If the report contains  
887 any information not previously made known to and discussed  
888 with the probationary EAM, the EAM shall have an opportunity  
889 to submit additional information to the EAM personnel file.  
890 In the event a probationary EAM is not continued in  
891 employment, the Board will advise the EAM.

892 F. No material, including but not limited to, student,  
893 parental, or school personnel complaints originating after  
894 initial employment will be placed in his/her personnel file  
895 unless the EAM has had an opportunity to review the material.  
896 Complaints against the EAM shall be put in writing with names  
897 of the complainants, administrative action taken, and remedy  
898 clearly stated. The EAM may submit a written notation  
899 regarding any material, including complaints, and the same  
900 shall be attached to the file copy of the material in  
901 question. If the material to be placed in the file is  
902 inappropriate or in error, the material will be corrected or  
903 expunged from the file, whichever is appropriate. When an EAM  
904 is requested to sign material placed in the file, such  
905 signature shall be understood to indicate his/her awareness of  
906 the material but shall not be interpreted to mean agreement  
907 with the content of the material. All evaluations, written or  
908 oral, shall be based solely on the contents of the EAM's  
909 personnel file.

910 G. Any official reprimand which could be used for future  
911 disciplinary action will be in writing. Any oral reprimand

912 will be placed on a memo and will be placed on file within  
913 forty-eight (48) hours or will not be taken into account and  
914 will not be able to be used in any disciplinary action.

915 H. EAMs who are given unusual responsibilities, or a  
916 difficult situation in which to teach, such as assignments  
917 outside of an EAM's area of preparation, or a large number of  
918 students with learning or behavior problems, or large classes,  
919 poorly equipped teaching environment, will not be expected to  
920 meet the same standards of performance as other EAMs who may  
921 be teaching in an ideal environment. Proper consideration  
922 shall be given to the EAMs who are so assigned in their  
923 teaching situations.

924 I. Responsibilities of Principal in Tenure:

- 925 1. The building principal or immediate supervisor  
926 shall explain tenure to all new probationers  
927 and explain the evaluation system to be used.
- 928 2. The building principal or immediate supervisor  
929 shall schedule at least two (2) probationer-  
930 principal conferences per school year and one  
931 should be before November 15.
- 932 3. The building principal or immediate supervisor  
933 shall hold a conference with the probationer  
934 within five (5) school days following  
935 observation.
- 936 4. The building principal or immediate supervisor  
937 shall be available to assist tenure EAM



938 in maintaining the high standards expected  
939 of those on tenure.

940 J. The Board agrees that all employment records  
941 including medical, counseling, psychological records,  
942 evaluations and any other records shall not be released to  
943 third parties absent the written consent of the EAM or  
944 pursuant to a lawfully issued order or subpoena. The board  
945 further agrees that at the request of the EAM, all hearings  
946 regarding dismissal, suspension, allegations, evaluations, or  
947 discipline conducted by the Board be held in closed session.

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949 ARTICLE XVIII

950 JUST CAUSE

951 A. An EAM of the Association shall be entitled to have  
952 present a representative of the Association during any meeting  
953 which results in disciplinary action. Should disciplinary  
954 action need to occur at a given meeting, the EAM will be  
955 advised, immediately, of the EAM's right to have an  
956 Association representative present. When an EAM requests such  
957 representation, no further action shall take place until the  
958 representative is present, except in cases of emergency.

959 B. If discharge or demotion of a tenured EAM is to be  
960 considered because of inadequacies observed in the EAM's  
961 professional work with students, such action must minimally be  
962 preceded by:

- 963 1. Repeated observation of the inadequacies by more  
964 than one administrator through the observation  
965 process described under EAM evaluations in the  
966 Agreement.
- 967 2. Clear direction that the EAM must improve and  
968 consequences of failure to do so.
- 969 3. Adequate opportunity for the EAM to make  
970 improvement.
- 971 4. Reasonable assistance, as defined by the Michigan  
972 State Tenure Commission, from administrators and  
973 school district resources is to be used to help  
974 the EAM improve.



975 C. No EAM shall be disciplined, reprimanded, re-  
976 duced in rank or compensation, or deprived of any profes-  
977 sional advantage without just cause. Any such discipline,  
978 reprimand, or reduction in rank, compensation, or advantage,  
979 including adverse evaluation of EAM performance asserted by  
980 the Board or representative thereof, shall be subject to the  
981 professional grievance procedure hereinafter set forth. All  
982 information forming the basis for disciplinary action will be  
983 made available to the EAM and the Association.  
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985 ARTICLE XIX

986 PROFESSIONAL BEHAVIOR

987 A. EAMs are expected to comply with reasonable rules,  
988 regulations, and directions from time to time adopted by the  
989 Board of Education or its representatives which are not  
990 inconsistent with the provisions of this Agreement, providing  
991 that an EAM may reasonably refuse to carry out an order which  
992 threatens physical safety or well-being or is professionally  
993 demeaning.

994 B. All EAMs shall cooperate fully in completing Student  
995 Evaluation Reports and shall file said reports in a timely  
996 manner when requested. The Board assumes all res-  
997 ponsibility associated with Job Placement Student Evaluation  
998 Reports.

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ARTICLE XX

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MAINTENANCE OF STANDARDS

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A. All conditions of employment, as defined by Act 379, PA 1965, as agreed to herein, shall not be changed except by mutual agreement of the parties hereto.

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B. The duties of any EAM or the responsibilities of any position in the bargaining unit relative to wages, hours, and conditions of employment, will not be substantially altered or increased without prior negotiation with the Association.

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ARTICLE XXI

SENIORITY

A. Seniority shall be defined as total years of uninterrupted service (excluding Board approved leaves or lay offs) to the Dickinson-Iron ISD in positions included in the Recognition Clause. Every EAM who completed one (1) complete school year as a full-time EAM shall be granted a total of six (6) points for the school year. An EAM who works less than full time shall be granted a prorated number of points based on the number of hours worked, i.e., a one-half time EAM shall be granted three (3) points for the school year.

B. Seniority gained prior to June 1, 1983, (at the time both units, Special Education and Vocational Education, joined together) shall be maintained in the unit from which it was gained - Vocational Education or Special Education). Seniority gained after June 1, 1983, shall be applied towards both Vocational Education and Special Education positions, and a seniority list shall be presented to the Association annually on or before October 1. Any grievance or disagreement pertaining to the seniority shall be registered with the administration office on or before November 1.



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ARTICLE XXII

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REDUCTIONS IN PERSONNEL AND

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ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

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A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

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B. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

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C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of EAMs employed by the Board, the Board will retain, as nearly as possible, those EAMs certified for the position by the State of Michigan with permanent or continuing certificates having the most seniority in the Association.

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D. Qualified and certified EAMs shall be recalled in the opposite order of the layoff. Those EAMs qualified and certified for the position available having the most seniority in the Dickinson-Iron ISD will be first to be recalled.

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E. The Board shall give written notice to recall from layoff by sending a certified letter to said EAM at his/her last known address. It shall be the responsibility of the EAM

1061 to notify the Board of any change of address. The EAM's  
1062 address as it appears in the Board's records shall be con-  
1063 clusive when used in connection with layoffs, recalls, or  
1064 any other notice to the EAM. If the EAM fails to acknow-  
1065 ledge his/her availability for re-employment within five (5)  
1066 calendar days after date of receipt of the letter of recall  
1067 or fifteen (15) calendar days after mailing of recall notice,  
1068 unless an extension is granted in writing by the Board, said  
1069 EAM shall be considered a voluntary quit and shall completely  
1070 terminate his/her individual employment contract and any other  
1071 relationship with the Board unless in conflict with tenure  
1072 laws.  
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ARTICLE XXIII

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CONTINUITY OF OPERATIONS

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A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

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B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God and nothing shall require EAMs to report for work in such circumstances.

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C. The Association agrees to not participate in any strike or work slowdown or work stoppage during the term of this contract.

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D. If and when it is necessary to close school in the event of severe inclement weather, or when otherwise prevented by an act of God, the director of the department is responsible to notify the public and as many personnel as possible. The standard means of communication will be through radio stations WMIQ AND WJNR-FM of Iron Mountain, and radio station WIKB of Iron River. When schools are closed due to the above conditions, EAMs shall not be required to report for duty.

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ARTICLE XXIV

SCHOOL CALENDAR

A. For the term of this Agreement the school calendar shall be as set forth in Appendix C. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

B. EAMs shall be responsible for attendance on the optional work day unless their work is completed. No EAM will be required to remain after completion of the school calendar. "Work" is to be defined for vocational education EAMs as having turned in all their grades, all their monies, and completed all incompletes for the semester's work. See Appendix D (End of Year Check List)

C. Fifteen hours of professional development time to be assigned at the discretion of administration which will include the opening mandatory orientation session.



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ARTICLE XXV

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PROFESSIONAL COMPENSATION

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A. The basic salaries of EAMs covered by this Agreement are set forth in Appendix E which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

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B. All EAMs, whether or not newly employed, may be given a maximum of five (5) school years credit on the salary schedule for outside teaching and/or related work experience.

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C. In the event an EAM completes academic work during the first semester that will enable him/her to move to a higher bracket on the salary schedule, he/she will be compensated at the new rate for the ensuing semester.

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- a. EAM must provide documentation of successful completion of necessary course work.
- b. The course work must be related to the EAM's professional field.
- c. The EAM is responsible for notifying the Business Office, in writing, not less than thirty (30) calendar days prior to the beginning of the next semester. Documentation must be provided within five days of receipt from the educational institution.

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D. EAMs will be paid in a manner to conform to one of two options:

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1140           OPTION I - One twenty-sixth (1/26) of the annual  
1141                           salary, less deductions. Included with  
1142                           this late payment, will be the total of  
1143                           withheld salary. Withheld salary to be  
1144                           included in the last payment of the  
1145                           school year.

1146           OPTION II- One twenty-first (1/21) of the annual  
1147                           salary, less deductions. The final  
1148                           payment will be on the pay period  
1149                           following the end of the school year.

1150           EAMs may elect either plan.

1151           E. The salary schedule is based upon the regular school  
1152           calendar as set forth in Appendix C and the normal work load  
1153           as defined in the Agreement.

1154           F. EAMs involved in extra-duty assignments set forth in  
1155           Appendix I which is attached to and incorporated in this  
1156           Agreement, shall be compensated in accordance with the  
1157           provisions thereof. All EAMs shall be compensated in  
1158           accordance with the provisions of this Article and the annexed  
1159           schedules without deviation.

1160           G. EAMs required in the course of their work to drive  
1161           personal automobiles from one school building to another,  
1162           shall receive a car allowance of twenty-nine (29) cents per  
1163           mile. The same allowance shall be given for use of personal  
1164           cars for field trips or other business of the District. It is  
1165           understood that the EAM is primarily responsible for



1166 automobile insurance during the course of a normal working  
1167 day. However, because of the nature of many EAM schedules,  
1168 the Board agrees to provide additional liability insurance in  
1169 the form of an umbrella policy to all EAMs.

1170 H. Any EAM teaching a 6th hour shall be compensated at  
1171 the rate of 1/6th of his/her salary for the period of time  
1172 he/she is assigned the extra hour.

1173 I. When an EAM has made proper application, the Board  
1174 agrees to make deductions each pay period and remit funds for  
1175 tax deferred annuities every month, beginning in September.

1176 J. The following formula shall be used in determining  
1177 how Continuing Education Units (CEUs) will be applied for  
1178 credit:  
1179  
1180 credit:

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1182 10 contact hours = 1 CEU  
1183 30 contact hours = 1 semester hour credit  
1184 3 CEUs = 1 semester hour credit  
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1186 K. Extended contracts for EAMs shall be determined on  
1187 a departmental basis. The rate of pay shall be established at  
1188 the EAMs normal daily rate.  
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ARTICLE XXVI

SPECIAL TEACHING ASSIGNMENTS

A. Assignments for summer school programs will be made by the Board on the basis of preference to certified EAMs possessing permanent or continuing certificates regularly employed in the District during the normal school year. Payment for summer programs shall be negotiated. (See letter of agreement regarding summer wages for length of contract.) EAM assignments shall be mutually agreed upon between Administration and the EAM.

B. The Board shall provide substitute teachers, if available, when the regular EAM is absent. The Board agrees at all times to maintain a list of available substitute teachers. If class is in session and no substitute teacher is available, then the class will be supervised by certified personnel.

C. Supervision by an eam of a student teacher shall be voluntary and no EAM shall supervise more than one such student teacher per school year, except in areas of shortages and agreed to by the Board or its representatives and the Association. An EAM supervising a student teacher shall be paid an amount equal to the amount paid to the Board, for this purpose, by the university or college from which the student teacher will receive credit.

D. Any state-mandated assignment, in addition to the normal working year of 180 student contact days and two (2)



1218 inservice days, shall not be obligatory but shall be with the  
1219 consent of the EAM. Preference in making such assignments  
1220 will be given to the EAM who is employed in that position  
1221 affected by mandated assignment. If that EAM does not want  
1222 the position, the Board has the right to fill the position  
1223 which is available, or the Board can hire someone outside the  
1224 unit if no qualified bargaining unit member is available.

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ARTICLE XXVII

1227

EMPLOYER SUPPORT OF STUDENT DISCIPLINE

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Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. The parties however acknowledge that not all students will be able to meet desireable curriculum and behavioral goas because of various factors beyond the control of the parties.

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The employer recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. The district recognizes the need to have reasonable rules established for student conduct. At the beginning of each school year, the District will publish to all students and staff of the District a copy of all rules of conduct for students as shall be in effect at the time. Any change in the rules during the school year shall be similarly published before said rules shall become effective. In addition to the rules set forth above, each teacher may establish additional rules for students during the time said students are in his/her charge. The Board recognizes the regular classroom EAM may not be required to assume extraordinary duties beyone those mandated by the student's IEPC. Further, a regular classroom EAM may request an administrative review of placement and/or program concerning a unique student. Such review to take place within ten (10) contract days, and to involve appropriate advisory personnel. Whenever it appears a student may need specialized



1252 help, the EAM shall report this perceived need, in writing,  
1253 to the EAM's immediate supervisor as soon as possible. The  
1254 administrator and the EAM will, with prudent haste, develop  
1255 and put into effect a plan of action which will best serve the  
1256 needs of the student and EAM while preserving an appropriate  
1257 discipline and learning atmosphere for other students in the  
1258 classroom.

1259 Teachers may use such reasonable physical force to remove or  
1260 restrain a student who refuses to cease disruptive conduct  
1261 after being asked, in order to maintain appropriate control of  
1262 a classroom or other school setting.

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ARTICLE XXVIII

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by an EAM or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. Any rule, order, or regulation of the Board may be processed as a grievance as it affects the members of the bargaining unit as hereinafter provided.

B. Level I - Any EAM who believes he/she has a grievance shall present such grievance on an informal basis to the appropriate administrator. If not resolved within fifteen (15) school days of initial notification to the administrator, the grievance shall be reduced to writing and submitted to the appropriate administrator no later than the fifteenth school day.

C. Level II - The grievant may invoke the formal grievance procedure on the form set forth in Appendix F signed by the grievant and a representative of the Association, which form shall be available from the contract maintenance person. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him/her.

Within three (3) school days of receipt of the grievance, the principal or appropriate supervisor shall meet with the



1289 grievant and the Association in an effort to resolve the  
1290 grievance. The principal or appropriate supervisor shall  
1291 indicate his/her disposition of the grievance, in writing,  
1292 within three (3) days of such meeting, and shall furnish a  
1293 copy thereof to the grievant. The administration shall have  
1294 the option of using supportive personnel in any stage of  
1295 the grievance procedure.

1296 D. Level III - If the grievant is not satisfied with the  
1297 disposition of the grievance, or if no disposition has been  
1298 made within three (3) school days of such meeting, or six (6)  
1299 school days from the date of filing at Level II, whichever  
1300 shall be later, the grievance shall be transmitted to the  
1301 Superintendent. Within five (5) school days, the  
1302 Superintendent or his/her designee shall meet with the  
1303 grievant on the grievance and shall indicate his/her  
1304 disposition of the grievance, in writing, within five (5)  
1305 school days of such meeting, and shall furnish a copy thereof  
1306 to the grievant.

1307 E. Level IV - If the grievant is not satisfied with the  
1308 disposition of the grievance by the Superintendent or his/her  
1309 designee, or if no disposition has been made within five (5)  
1310 school days of such meeting or ten (10) school days from the  
1311 filing at Level III, whichever shall be later, the grievance  
1312 shall be transmitted to the Board by filing a written copy  
1313 thereof with the secretary or other designee of the Board.  
1314 The Board, no later than its next regular meeting, or two (2)

1315 calendar weeks, whichever shall be later, may hold a hearing  
1316 on the grievance with an Association representative.  
1317 Disposition of the grievance, in writing, by the Board shall  
1318 be made no later than seven (7) school days thereafter. A  
1319 copy of such disposition shall be furnished to the  
1320 Association.

1321 F. Level V - If the grievant is not satisfied with the  
1322 disposition of the grievance by the Board, appeal may be taken  
1323 to an impartial arbitrator, provided the grievance involves  
1324 a question concerning interpretation or application of a term  
1325 of this Agreement. Such appeal to be effective, must be taken  
1326 within fifteen (15) school days of receipt of the answer from  
1327 Level IV of the grievance procedure, shall be in writing and  
1328 shall specify the grievance and the disposition from which  
1329 appeal is taken.

1330 The arbitrator shall be agreed upon by the Board and the  
1331 Association, or if no agreement is reached within five (5)  
1332 school days of notice of appeal to arbitration, the parties  
1333 agree to utilize the services of the American Arbitration  
1334 Association as arbitrators.

1335 The arbitrator in making his/her decision shall not  
1336 change, alter or modify, nor shall he/she add to or subtract  
1337 from any term or provision of this Agreement and shall be  
1338 limited to deciding whether the Board has violated the  
1339 expressed Articles or sections of this Agreement. The  
1340 arbitrator may reinstate and/or make the grievant whole. The



1341 parties agree that an arbitrator's decision, if made in  
1342 accordance herewith, shall be final and binding upon them.

1343 In addition to other restrictions in this Article, the  
1344 arbitrator shall have no power to rule on the following:

1345 1. The termination of services or failure to re-  
1346 employ any probationary EAM for other than  
1347 contractual or procedural violations of this  
1348 Agreement.

1349 2. The placement of a non-tenured EAM on third  
1350 (3rd) year probation.

1351 3. The termination of services or failure to re-  
1352 employ any EAM to a position on the extra  
1353 curricular schedule.

1354 4. Any claim or complaint subject to the pro-  
1355 cedures specified in the Tenure Act  
1356 (Act IV, Public Acts, extra session, of  
1357 1937 of Michigan, as amended, including  
1358 the amendments of 1967.)

1359 G. The fees and expenses of the arbitrator shall be paid  
1360 by the loser as determined by the arbitrator.

1361 H. The time limits provided in this Article shall be  
1362 strictly observed or the grievance shall be deemed to be  
1363 waived, except that limits may be extended by written agree-  
1364 ment of the parties. In the event a grievance is filed after  
1365 May 1 of any year and strict adherence to the time limits may  
1366 result in hardship to any party, the Board shall process such

1367 grievance prior to the end of the school term or as soon  
1368 thereafter as possible.

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1371 I. Miscellaneous:

1372 1. A grievance may be withdrawn at any level  
1373 without prejudice or record.

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1376 ARTICLE XXIX

1377 INSURANCE PROTECTION

1378 A. The Board shall provide without cost to the EAM the  
1379 following insurance protection plans offered by the Michigan  
1380 Education Special Services Association. Any change in  
1381 carriers shall be derived at through mutual agreement between  
1382 the Board and the Association.

1383 1. Plan A: Full Super Care I

1384 including basic hospital and major medical  
1385 protection, Delta Dental Auto + 008, 1500  
1386 Ortho Rider. Vision VSP-3, and \$20,000  
1387 Accidental Death and Dismemberment life  
1388 insurance, Long Term Disability.

1389 2. Plan B: Association members not using the full

1390 family Super Care I will have Delta Dental  
1391 Auto + 008, 1500 Ortho Rider, Vision VSP3,  
1392 \$40,000 Accidental Death and Dismemberment  
1393 life insurance, and prescription card,  
1394 plus 37-1/2% of total premium paid of  
1395 Plan A into a deferred comp or annuity  
1396 program, Long Term Disability.

1397 B. The Board of Education shall pay their share of the  
1398 health insurance premium beginning October 1, 1994 through  
1399 September 30, 1995.

1400 C. Association members completing partial year employ-  
1401 ment and terminated by Board decision shall have insurance

1402 premium paid by the Board beyond their final day on the job  
1403 for a period of time in proportion to the number of days  
1404 worked.

1405 D. Insurance and option pro-ration:

1406 1. Part time EAMs of district may participate in Super  
1407 Care I health insurance on a pro-rated  
1408 basis if they are employed for 40% or more of a  
1409 full time position.

1410 Example: A 40% time employee would receive board  
1411 participation at a rate of 40% of the coverage  
1412 premium.

1413 2. Participation in the insurance option package by  
1414 a part time EAM shall be pro-rated on the same  
1415 percentage basis.

1416 3. Part time employment of an EAM for 80% or more of  
1417 full time shall be considered as full time employ-  
1418 ment for health insurance or insurance option  
1419 purposes.

1420 4. For Dental and Vision insurance purposes, 50%  
1421 employment constitutes availability in this  
1422 program.



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ARTICLE XXX

1424

RETIREMENT INCENTIVE

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Terms of the Early Retirement Incentive plan are:

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1. Must have a minimum of ten (10) years of service with the ISD.

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2. Must qualify for sixty (60) per cent or more of full retirement.

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3. An Association member seeking early retirement must make application by April 1 of the year of retirement.

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4. The EAM seeking early retirement must qualify and make application for retirement under the Michigan teacher retirement system.

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5. The EAM will forfeit any and all recall rights and all accumulated seniority.

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6. The insurance supplement by the Board will not be granted if the retiree is eligible for retirement medical health insurance. If the retiree is eligible for partial retirement insurance coverage, the Board shall pay the difference between said coverage and the negotiated monthly amount of insurance (\$100.00).

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7. The Retirement incentive benefit will be paid to the retiree or the surviving designated beneficiary in case of the retiree's death.

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8. The plan will be activated by the board only when

1449                    activation would save enough money to cover all costs  
1450                    to the district.

1451                    Incentive                    Retirement                    Payout                    Plan:

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1453                    First year                    -                    \$5,500

1454                    Second year                                       5,000

1455                    Third year                                       5,000

1456                    Fourth year                                       5,000

1457                    Fifth year                                       4,500

1458                    Plus insurance supplement to retirement.

1459                    Insurance up to \$100.00 per month.

1460                    The district supplement plus the retirement insurance

1461                    shall not exceed the monthly insurance premium cost.



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ARTICLE XXXI

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NEGOTIATION PROCEDURES

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A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

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B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement covering the next school year.

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C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be

1488 clothed with all necessary power and authority to make  
1489 proposals, consider proposals, and make concessions in the  
1490 course of negotiations.

1491 D. If the parties fail to reach an agreement in any such  
1492 negotiations, either party may invoke the mediation machinery  
1493 of the State Labor Mediation Board or take any other lawful  
1494 measures it may deem appropriate.

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ARTICLE XXXII

MISCELLANEOUS PROVISIONS

A . No polygraph or lie detector device shall be used by the Board in any investigation of any EAM.

B. This Agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

C. Any individual contract between the Board and an individual EAM heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. If any provision of this Agreement or any application of the Agreement to any EAM or group of EAMs shall be found contrary to law, then such provision or application shall not

1523 be deemed valid and subsisting except to the extent permitted  
1524 by law, but all other provisions or applications shall  
1525 continue in full force and effect.

1526 F. Copies of this Agreement shall be duplicated at the  
1527 expense of the Board and presented to all EAMs now employed,  
1528 or hereafter employed.

1529 G. Within thirty (30) days after the start of school,  
1530 EAMs shall be given a written statement of sick leave days and  
1531 personal business days accumulated to and for that year.

1532 H. The Board will contribute an amount not to exceed  
1533 \$125 to help defray the membership fees of professional  
1534 organizations per EAM per year. (Not Association dues or  
1535 fees.)

1536 I. The Board will not implement a telecommunication plan  
1537 nor require any EAM to serve on any telecommunication planning  
1538 committee without first negotiating with the Association the  
1539 terms and conditions of employment related to the  
1540 implementation and operation of the plan.

1541  
1542 J. An EAM may apply to the Board, through its  
1543 administration, for tuition paid CEUs related to work  
1544 assignment or graduate course work, up to \$500 per calendar  
1545 year per EAM. If approved, the EAM must provide original  
1546 evidence provided by the school institution, of successful  
1547 completion of the graduate course, credits and/or CEUs earned,  
1548 if any. Upon receipt of such evidence, the Board will



1549 reimburse the EAM for the cost of tuition for the approved  
1550 schooling. Such schooling may be used, if applicable, for  
1551 movement on the salary schedule of the Master Agreement,  
1552 commencing with next successive ISD semester.

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ARTICLE XXXIII

ALCOHOLISM & DRUG ABUSE

The District's concern in this agreement is limited to alcoholism and drug abuse problems which cause poor attendance and unsatisfactory performance on the job. Such problems will be handled in a confidential manner.

Although the Association and the Board jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such, EAM's are responsible for their actions and may be disciplined or dismissed for just cause.

Any EAM with an alcohol or drug abuse problem who requests diagnosis and/or treatment will not jeopardize his/her job rights or job security. The employee must participate in an approved program and can utilize this provision only twice.

All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective EAM and association representative. If an administrator observes an EAM experiencing difficulties in maintaining his/her performance, and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, said administrator will discuss the apparent difficulties with the EAM at a specially scheduled meeting. The EAM shall be afforded the right to have appropriate association



1579 representative(s) present at such meeting. If at any time the  
1580 EAM cannot perform his/her duties for that day, the EAM will  
1581 be requested to take immediate sick leave.

1582

1583 The right of the EAM to submit to diagnosis and/or treatment  
1584 must be made prior to actual charges filed with the Tenure  
1585 Commission for dismissal. The administration will give  
1586 advanced written notice to the EAM prior to the actual filing  
1587 of said charges.

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1590 XXXIV

1591 SCHOOL IMPROVEMENT

1592 School Improvement is a joint planning and problem-solving  
1593 process that seeks to improve the quality of life in the  
1594 school and the delivery of quality education. The Board and  
1595 the Association agree that employee participation in decision  
1596 making is a process for involving employees in decision making  
1597 through joint planning and problem solving. The provisions  
1598 which follow are agreed to for the purpose of establishing the  
1599 expressed conditions which shall govern the school improvement  
1600 plan in the DIISD.

1601 1. No section of the school improvement plan shall be in  
1602 conflict with or supersede the terms of the collective  
1603 bargaining agreement between the parties.

1604 2. The collective bargaining agreement shall not be modified  
1605 either formally or informally in connection with the  
1606 implementation of the school improvement plan except as  
1607 mutually agreed in writing by the Board and the Association.

1608 3. The structure of the school improvement plan committee  
1609 shall be agreed to by the association and the Board.

1610 4. Participation by the employee is voluntary and such  
1611 participation or non-participation shall not be used for  
1612 evaluation, discipline, or discharge.



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ARTICLE XXXV

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COMMUNICABLE DISEASES

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It is recognized that students with chronic or ongoing

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communicable diseases whose transmittal can be avoided by

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reasonable hygienic procedures and environmental management

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may, given individual circumstances of the case, not be

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excludable from school. The Employer will provide the

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Association, prior to adoption or implementation of any policy

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dealing with communicable diseases, notice and opportunity to

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bargain procedures as they impact on the working conditions

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and health and safety of bargaining unit members. In the

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event that a child with an ongoing or chronic communicable

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disease is allowed, by policy or law, to attend school, all

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employees having contact with the student shall be given

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advance notice, if allowed by law, of the child's placement

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and/or return to school. The District shall provide inservice

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instruction in hygienic practices and management to members

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coming into contact with students having such communicable

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diseases.

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DURATION OF AGREEMENT

This Agreement shall continue in effect until the 30th Day of June, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DICKINSON IRON INTERMEDIATE SCHOOL DISTRICT EDUCATION  
ASSOCIATION

BY: Elizabeth A. Stack

BY: R. A. [Signature]

DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

BY: Henry B. [Signature]

BY: Mary L. Brien

UPPER PENINSULA EDUCATION ASSOCIATION

BY: Norman [Signature]

MICHIGAN EDUCATION ASSOCIATION

BY: Louis A. [Signature]

DATED THIS 14 DAY OF SEPTEMBER 1994.



DEDUCTION AUTHORIZATION FORM

DO NOT WRITE IN THIS BOX

SOCIAL SECURITY NUMBER

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Street

City

State Zip

MEA REGION

MEA DISTRICT

SCHOOL DISTRICT PHONE

I AM AN NEA LIFE MEMBER YES \_\_\_ NO \_\_\_

I AM AN MEA LIFE MEMBER YES \_\_\_ NO \_\_\_

1. I hereby authorize the Dickinson-Iron I.S.D. Board of Education to deduct dues for membership in the Dickinson Area Vocational & Special Education Association, U.P.E.A., the Michigan Education Association and the National Education Association. It is my understanding that the dues will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

2. I hereby authorize the Dickinson-Iron I.S.D. Board of Education to deduct a service fee. It is my understanding that the service fee will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

PROFESSIONAL IMPROVEMENT STATUS REPORT  
(To be filed twice annually  
with the administrative office  
and  
with the Teacher's Association)

1. NAME \_\_\_\_\_ AGE \_\_\_\_\_ HOME PHONE \_\_\_\_\_
2. POSITION HELD \_\_\_\_\_
3. CREDIT HOURS ACQUIRED TOWARD A DEGREE \_\_\_\_\_
4. CREDIT HOURS ACQUIRED DURING PREVIOUS SEMESTER \_\_\_\_\_
5. NUMBER OF CREDIT HOURS NOW BEING WORKED ON \_\_\_\_\_
6. CREDIT HOURS NEEDED FOR A DEGREE \_\_\_\_\_
7. ESTIMATED DATE OF DEGREE AWARD \_\_\_\_\_
8. EMPLOYEE COMMENTS:

\_\_\_\_\_  
Signature of Employee

ADMINISTRATIVE EVALUATION OF STATUS:

Due on or before February 15 and July 15.

File Date \_\_\_\_\_



Appendix C

**DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT**

**1994 - 1995 SCHOOL CALENDAR**

August 29	Teacher Inservice (3 Hours)
August 30	1st Day of School for Students
September 5	Labor Day - No School
November 15	School closed - Deer season
November 24 & 25	Thanksgiving - No School
December 23	School closed - Christmas
January 3, 1995	School resumes
Feb. 17	Winter Break - No School
April 10	School closed - Easter Break
April 18	School resumes
May 29	School closed - Memorial Day
June 2	Last day of School for students

<u>MONTH</u>	<u>MEMBERSHIP DAYS</u>
AUGUST	2
SEPTEMBER	21
OCTOBER	21
NOVEMBER	19
DECEMBER	16
JANUARY	21
FEBRUARY	19
MARCH	23
APRIL	14
MAY	22
JUNE	<u>2</u>
<u>TOTAL</u>	<b>180</b>

**15 HOURS INSERVICE**

APPENDIX D

DICKINSON IRON VOCATIONAL CENTER

TO: ALL TEACHERS

SUBJ: END OF YEAR ACTIVITIES (EXIT REPORT)

The last day in session with students will be ( date ).  
The last day for teachers will be ( date ) also. The  
following items **MUST BE** turned in to the office by 3:00 p.m.  
on the last teacher day in session ( date ):

- \_\_\_\_\_ Grade books should be turned in.
- \_\_\_\_\_ Advisory Committee Meeting minutes must be turned in
- \_\_\_\_\_ Teachers who have aides should turn in 2nd semester aide evaluations.
- \_\_\_\_\_ Requisitions, turned in, should have been reviewed with the administration.
- \_\_\_\_\_ All incomplete and grade sheets must be turned in.
- \_\_\_\_\_ Classrooms should be cleaned and in order.
- \_\_\_\_\_ Summer addresses should be turned in if different from school year.
- \_\_\_\_\_ Lesson plans must be brought up-to-date.
- \_\_\_\_\_ Inventories must be completed, updated & turned in.
- \_\_\_\_\_ All monies must be turned into the office for classroom supplies and student activities.
- \_\_\_\_\_ Student evaluations are to be turned in to the Placement Office upon completion.
- \_\_\_\_\_ Payroll checks (the summer pay off date) will be mailed home unless you notify the Payroll Office otherwise.
- \_\_\_\_\_ Pre & Post test results must be turned in.

**NOTE:** Please do not wait until the last minute to turn everything in!



APPENDIX E

BASED ON 2.50% Plus 0.00 Date 10/20/94  
PSM 1994-1995 SCHEDULE

A B C D E F

POSITION	BA/BS+60 (CERTIFIED/DEGREE 'D)					
	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	BA/BS+40 MA+8	MSW & PSY MA+32
0	23,258	24,088	24,916	25,744	26,571	27,400
0.5	8 23,901	24,756	25,609	26,462	27,316	28,171
1	9 24,544	25,422	26,302	27,182	28,061	28,941
1.5	10 25,184	26,089	26,995	27,902	28,806	29,711
2	11 25,826	26,758	27,688	28,619	29,550	30,480
2.5	12 26,469	27,425	28,381	29,338	30,296	31,251
3	13 27,111	28,092	29,074	30,057	31,040	32,023
3.5	14 27,752	28,759	29,768	30,777	31,784	32,792
4	15 28,394	29,428	30,461	31,496	32,528	33,563
4.5	16 29,036	30,096	31,155	32,214	33,275	34,333
5	17 29,678	30,762	31,848	32,932	34,018	35,103
5.5	18 30,320	31,431	32,542	33,652	34,762	35,873
6	19 30,961	32,098	33,235	34,369	35,506	36,643
6.5	20 31,604	32,765	33,926	35,089	36,251	37,414
7	21 32,245	33,433	34,620	35,808	36,996	38,183
7.5	22 32,887	34,100	35,313	36,528	37,742	38,953
8	23 33,529	34,768	36,007	37,246	38,485	39,724
8.5	24 34,171	35,435	36,701	37,965	39,230	40,495
9	25 34,813	36,104	37,393	38,684	39,975	41,263
10-14	35,313	36,604	37,893	39,184	40,475	41,763
15-19	35,763	37,054	38,343	39,634	40,925	42,213
20-24	36,213	37,504	38,793	40,084	41,375	42,663
25-29	36,613	37,904	39,193	40,484	41,775	43,063
30-34	37,013	38,304	39,593	40,884	42,175	43,463

NON-DEGREE SCHEDULE OF BA DEGREE 0-29 HRS 80%, 30-59 HRS 85%, 60-89 HRS 90%,  
AND 90 - UP HRS 95%

LONGEVITY STEP 10 YRS \$500.00, 15 YRS \$450.00, 20 YRS \$450.00 25 YRS \$400.00.

FORMULAS AND EXAMPLES

5 HOUR DAY

$$[(\text{SALARY})+(\text{SALARY}/0)=(\text{LONGEVITY})] = \text{TOTAL SALARY}$$

$$[(28,245)+(0)+(500)] = 29,195$$

5.25 HOUR DAY

$$[(\text{SALARY})+(\text{SALARY}/6/4)=(\text{LONGEVITY})] = \text{TOTAL SALARY}$$

$$[(28,245)+(1177)+(500)] = 30,372$$

6 HOUR DAY

$$[(\text{SALARY})+(\text{SALARY}/6)=(\text{LONGEVITY})] = \text{TOTAL SALARY}$$

$$[(28,245)+(4707)+(500)] = 33,902$$

qpro\psmcal2

APPENDIX E

BASED ON 3.00% Plus 0.00  
PSM 1995-1996 SCHEDULE

A                      B                      C                      D                      E                      F

POSITION	BA/BS+60 (CERTIFIED/DEGREE 'D')						
	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	BA/BS+40 MA+8	MSW & PSY MA+32	
0	23,956	24,811	25,663	26,516	27,368	28,222	
0.5	8 24,618	25,499	26,377	27,256	28,135	29,016	
1	9 25,280	26,185	27,091	27,997	28,903	29,809	
1.5	10 25,940	26,872	27,805	28,739	29,670	30,602	
2	11 26,601	27,561	28,519	29,478	30,437	31,394	
2.5	12 27,263	28,248	29,232	30,218	31,205	32,189	
3	13 27,924	28,935	29,946	30,959	31,971	32,984	
3.5	14 28,585	29,622	30,661	31,700	32,738	33,776	
4	15 29,246	30,311	31,375	32,441	33,504	34,570	
4.5	16 29,907	30,999	32,090	33,180	34,273	35,363	
5	17 30,568	31,685	32,803	33,920	35,039	36,156	
5.5	18 31,230	32,374	33,518	34,662	35,805	36,949	
6	19 31,890	33,061	34,232	35,400	36,571	37,742	
6.5	20 32,552	33,748	34,944	36,142	37,339	38,536	
7	21 33,212	34,436	35,659	36,882	38,106	39,328	
7.5	22 33,874	35,123	36,372	37,624	38,874	40,122	
8	23 34,535	35,811	37,087	38,363	39,640	40,916	
8.5	24 35,196	36,498	37,802	39,104	40,407	41,710	
9	25 35,857	37,187	38,515	39,845	41,174	42,501	
10-14	36,357	37,687	39,015	40,345	41,674	43,001	
15-19	36,807	38,137	39,465	40,795	42,124	43,451	
20-24	37,257	38,587	39,915	41,245	42,574	43,901	
25-29	37,657	38,987	40,315	41,645	42,974	44,301	
30-34	38,057	39,387	40,715	42,045	43,374	44,701	

NON-DEGREE SCHEDULE OF BA DEGREE 0-29 HRS 80%. 30-59 HRS 85%, 60-89 HRS 90%.  
AND 90 - UP HRS 95%

LONGEVITY STEP 10 YRS \$500.00, 15 YRS \$450.00, 20 YRS \$450.00 25 YRS \$400.00.

FORMULAS AND EXAMPLES

5 HOUR DAY

$$[(\text{SALARY})+(\text{SALARY}/0)=(\text{LONGEVITY})] = \text{TOTAL SALARY}$$

$$[(28,245)+(0)+(500)] = 29,195$$

5.25 HOUR DAY

$$[(\text{SALARY})+(\text{SALARY}/6/4)=(\text{LONGEVITY})] = \text{TOTAL SALARY}$$

$$[(28,245)+(1177)+(500)] = 30,372$$

6 HOUR DAY

$$[(\text{SALARY})+(\text{SALARY}/6)=(\text{LONGEVITY})] = \text{TOTAL SALARY}$$

$$[(28,245)+(4707)+(500)] = 33,902$$



APPENDIX E

BASED ON 3.00% Plus 0.00  
PSM 1996-1997 SCHEDULE

POSITION	A	B	C	D	E	F	BA/BS+60
							(CERTIFIED/DEGREE'D)
	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	BA/BS+40	MSW & PSY	MA+32
					MA+8		
0		24,675	25,555	26,433	27,311	28,189	29,069
0.5	8	25,357	26,264	27,168	28,074	28,979	29,886
1	9	26,038	26,971	27,904	28,837	29,770	30,703
1.5	10	26,718	27,678	28,639	29,601	30,560	31,520
2	11	27,399	28,388	29,375	30,362	31,350	32,336
2.5	12	28,081	29,095	30,109	31,125	32,141	33,155
3	13	28,762	29,803	30,844	31,888	32,930	33,974
3.5	14	29,443	30,511	31,581	32,651	33,720	34,789
4	15	30,123	31,220	32,316	33,414	34,509	35,607
4.5	16	30,804	31,929	33,053	34,175	35,301	36,424
5	17	31,485	32,636	33,787	34,938	36,090	37,241
5.5	18	32,167	33,345	34,524	35,702	36,879	38,057
6	19	32,847	34,053	35,259	36,462	37,668	38,874
6.5	20	33,529	34,760	35,992	37,226	38,459	39,692
7	21	34,208	35,469	36,729	37,988	39,249	40,508
7.5	22	34,890	36,177	37,463	38,753	40,040	41,326
8	23	35,571	36,885	38,200	39,514	40,829	42,143
8.5	24	36,252	37,593	38,936	40,277	41,619	42,961
9	25	36,933	38,303	39,670	41,040	42,409	43,776
10-14		37,433	38,803	40,170	41,540	42,909	44,276
15-19		37,883	39,253	40,620	41,990	43,359	44,726
20-24		38,333	39,703	41,070	42,440	43,809	45,176
25-29		38,733	40,103	41,470	42,840	44,209	45,576
30-34		39,133	40,503	41,870	43,240	44,609	45,976

NON-DEGREE SCHEDULE OF BA DEGREE 0-29 HRS 80%, 30-59 HRS 85%, 60-89 HRS 90%.  
AND 90 - UP HRS 95%

LONGEVITY STEP 10 YRS \$500.00, 15 YRS \$450.00, 20 YRS \$450.00 25 YRS \$400.00.

FORMULAS AND EXAMPLES

5 HOUR DAY

$$[(SALARY)+(SALARY/0)=(LONGEVITY))] = TOTAL SALARY$$

$$[(28,245)+(0)+(500)] = 29,195$$

5.25 HOUR DAY

$$[(SALARY)+(SALARY/6/4)=(LONGEVITY))] = TOTAL SALARY$$

$$[(28,245)+(1177)+(500)] = 30,372$$

6 HOUR DAY

$$[(SALARY)+(SALARY/6)=(LONGEVITY))] = TOTAL SALARY$$

$$[(28,245)+(4707)+(500)] = 33,902$$

GRIEVANCE REPORT FORM

Grievance # _____	Dickinson-Iron ISD	<u>Distribution of Form</u>	
		1. Superintendent	
		2. Prin./Supvr.	
		3. Association	
		4. Grievant	
<u>Submit to Supvr/Prin. in Duplicate</u>			
Building	Assignment	Name of Grievant	Date filed in writing

STEP I Informal. If grievance is not resolved to PSM satisfaction, it must be reduced to writing within 15 days of initial notification.

- A. Date Cause of Grievance Occurred:
- B. Date Administrator was verbally informed: \_\_\_\_\_
- C. Statement of Grievance:

1. Relief Sought

\_\_\_\_\_  
Signature Date

- D. Disposition of Supervisor/Principal:

\_\_\_\_\_  
Signature Prin./Supvr. Date

- E. Disposition of Grievant and/or Union/Association:

\_\_\_\_\_  
Signature Date

If additional space is needed in reporting Section C of Step I, add an additional sheet.



GRIEVANCE REPORT FORM

(Appendix F, pg. 2)

STEP II. Principal/Superintendent--3 days to call meeting.  
Next, 3 days to reduce to writing.

- A. Date received by Superintendent or Designee:
- B. Disposition of Superintendent of Designee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- C. Position of Grievant and/or Union/Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
STEP III. If no decision in 6 days from filing (Step II),  
goes to Superintendent. He has 5 school days to  
meet and 5 days to reduce to writing.

- A. Date received by Superintendent of Designee:
- B. Disposition of Superintendent of Designee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- C. Position of Grievant and/or Union/Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
-STEP IV. Board Level--if grievance not resolved within 10  
school days submitted to Board of Education.  
School Board has until next regularly scheduled  
board meeting or 2 calendar weeks to hold school  
board hearing. Board has 7 days to respond.

- A. Date received by Superintendent or Designee:

B. Disposition of Superintendent or Designee:

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Union/Association:

\_\_\_\_\_  
Signature Date

-----  
-STEP V. If not satisfied or resolved in Level IV,  
Association has 15 calendar days to file for  
arbitration.

A. Date submitted to Arbitration:

B. Disposition and Award of Arbitrator:

\_\_\_\_\_  
Signature Date

Timelines waived only by mutual consent.

Level \_\_\_\_\_ timeline extended by \_\_\_\_\_ days.

\_\_\_\_\_  
Association

\_\_\_\_\_  
Board of Education



**EARLY CHILDHOOD  
EDUCATION**

JAMES WILLIS, Director  
(906)779-2695

**SPECIAL EDUCATION**

GARRY PAGE, Director  
(906)779-2692

**TECHNICAL EDUCATION**

TED PAQUIN, Director/Principal  
(906)779-2694/(906)779-2697

*Dickinson-Iron Intermediate  
School District*

1074 Pyle Drive  
Kingsford, Michigan 49801-4494  
(906)779-2690  
Fax-(906)779-2669  
RICHARD A. JACOBSEN  
Superintendent

**BOARD OF EDUCATION**  
HENRY POZZA  
**PRESIDENT**  
ROBERT MAKI  
**VICE-PRESIDENT**  
**TRUSTEES**  
HANS BALJ  
LAVERNE BARIL  
JACK ROMBOUS  
DONALD SARTORELLI  
FRANK SMITH

LETTER OF UNDERSTANDING BETWEEN THE ASSOCIATION AND THE BOARD OF EDUCATION  
OF THE DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT---

Let it be understood and agreed to by the parties that the parameters  
reflecting the use of personal days to extend a vacation are as follows:

A. The term vacation as it pertains to this document is to be defined as  
two or more scheduled days off in succession, such as Thursday and Friday  
of Thanksgiving, etc.

B. A single day, such as Labor Day, a deer hunting day or when only one  
day is negotiated, and there is a work day in session before or after that  
day shall not be considered a vacation day for purposes of this document.

Weekends are not a consideration with reference to Items A & B of the  
above.

Therefore based on the above conditions it shall be understood by the  
parties that PSM's shall not use personal days to extend regular scheduled  
vacations (as per definition A). However PSM's may choose to use personal  
days to extend their leave as it relates to a single day off, as defined in  
Item B above.

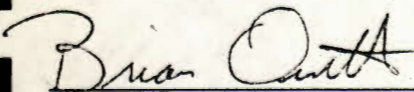
The terms of this understanding will be in effect until both parties  
negotiate new language.

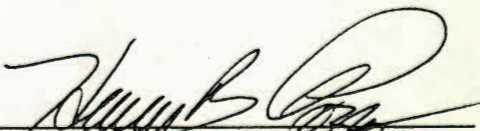
WE THE UNDERSIGNED AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT AS OUTLINED  
ON THIS DOCUMENT.

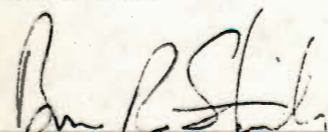
SIGNED ON THIS DATE, SEPTEMBER 29, 1993:


ASSOCIATION--

BOARD OF EDUCATION--

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Henry Pozza, President  
DIISD Board of Education

  
\_\_\_\_\_  
Negotiations Team Member

  
\_\_\_\_\_  
Richard A. Jacobsen, Supt.



## PSM SENORITY LISTING

1994-1995

AS OF 6/30/94

Appendix H

NAME	TE/SE HIRED	DATE	START UNION	ISD YEARS SERV.	ASSIGNMENT	UNION POINTS		TOTAL	TE SEN	SE SEN
						%	93-94			
Sandri, Kenneth	TE	06/71	06/71	23	Teacher/Graphic Arts	100.00%	6	138	0	66
Wilcheck, Carole	TE	09/71	09/71	22	Teacher/Nurse Occup	100.00%	6	135	0	66
Henrion, Richard	TE	06/76	06/76	18	Teacher/Auto Mech	100.00%	6	108	0	66
Youngberg, Susan	TE	09/76	09/76	17.7	Teacher/Word Process	100.00%	6	106	0	66
Soper, Steve	TE	09/77	09/77	17	Teacher/Machine Tool	100.00%	6	102	0	66
Wender, Thomas	TE	06/77	06/77	17	Teacher/Bldg Trades	100.00%	6	102	0	66
Justus, Richard	TE	09/78	09/78	16	Teacher/Market & DE	100.00%	6	96	0	66
Armichardy, Peter	TE	06/76	06/76	13	Teacher/Diesel Mech	0.00%	0	78	0	36
Paquin, Theodore	TE	06/76	06/76	15.5	Principal	0.00%	0	73	0	0
Bonsall, Paul	TE	09/80	09/80	13	Spec Need Counselor	0.00%	0	73	0	54
Miller, Daniel	TE	08/81	08/81	13	Teacher/Data Process	100.00%	6	78	0	66
Steinberg, Bruce	TE	01/87	01/87	7.6	Teacher/Electronics	100.00%	6	45	0	45
Gursky, Thomas	TE	03/78	03/78	4.58	Grants Coordinator	0.00%	0	35	0	17
Giordana, Sheri	TE	09/92	09/92	0.5	Teacher/Nurse Occup	0.00%	0	3	3	0
Jezylo, Jay	TE	09/94	09/94	0	Teacher/Welding	0.00%	0	3	3	0
LaValley, Richard	SE	01/70	01/70	24.5	Speech Therapist	100.00%	6	147	66	0
Ouimette, Brian	SE	01/73	01/73	21.5	Consultant/LD	100.00%	6	129	66	0
Zambon, Maryanne	SE	09/74	09/74	19.3	Teacher/TMI	100.00%	6	114.8	64.5	0
Cavaliere, Stephen	SE	09/75	09/75	19	Teacher/SMI	100.00%	6	114	66	0
Dobrzanski, Connie	SE	08/76	08/76	16.8	Teacher/Preprimary	100.00%	6	101	64	0
Kivisaari, Cheryl	SE	10/75	10/75	16.8	Teacher/EI	80.00%	4.8	98.8	55.8	0
Servia, Mona	SE	09/77	09/77	15	Teacher/TMI	100.00%	6	91	66	0
Stack, Elizabeth	SE	09/77	09/77	15	Teacher/Consultant	100.00%	6	90	66	0
Kuspa, Mary	SE	02/79	02/79	13.5	Consul HI/Teach PPI	100.00%	6	80	56	0
Conery, Lorraine	SE	04/78	04/78	11.2	Consultant EI	100.00%	6	68	66	0
Holmes, Colleen	SE	01/83	01/83	11.1	Speech Therapist	100.00%	6	67	66	0
Marshall, Sarah	SE	11/84	11/84	11	School Psychologist	100.00%	6	55.3	55.3	0
Underwood, Jana	SE	09/84	09/84	11.2	School Social Worker	100.00%	6	54.4	54.4	0
Ruohomaki, Dean	SE	09/79	09/79	8.8	Teacher/Phy Ed	0.00%	0	59	36	0
Lambon, Janine	SE	10/84	09/86	8	Teacher/TMI	100.00%	6	48	48	0
Sholten, Siri	SE	08/87	08/87	7	Occupational Therapist	100.00%	6	42	42	0
Brouillette, Denise	SE	10/87	10/87	7	PrePrimary	100.00%	6	40	40	0
Usitalo, Karen	SE	09/89	09/89	4.7	PrePrimary	100.00%	6	28.2	28.2	0
McKenty, Emily	SE	09/91	09/91	3	School Psychologist	100.00%	6	18	18	0
Thomas, Ron	SE	07/70	05/93	18.00	School Psychologist	100.00%	6	12	12	0
Harper, Greg	SE	09/93	09/93	1.00	Teacher/HI	100.00%	6	6	6	0
Tikkenen, Oren	SE	09/93	09/93	1.00	School Social Worker	100.00%	6	6	6	0
Tikkenen, Toni	SE	09/93	09/93	1.00	Speech Therapist	100.00%	6	6	6	0
Lawton, Sharon	SE	09/93	09/93	1.00	Teacher/TMI	100.00%	6	6	6	0



## APPENDIX I

# STUDENT ENRICHMENT ACTIVITIES GUIDELINES

Developed at a Curriculum Committee Meeting  
Held at the Technical Education Center  
Tuesday, October 22, 1991  
3:00 - 4:00 p.m.

### I. Definition of Student Enrichment Activities

There are basically two (2) types of student enrichment activities that will be recognized:

1. State controlled clubs - HOSA, DECA, etc. The clubs must operate within the parameters that the state outlines as limits (who can participate) and also requires dues to be paid by students.
2. Program activities that originate within the framework of a Technical Education Program. All activities and procedures for operation will be at the sole discretion of the teacher, with the approval of the Technical Education Administration, to include fund raising activities.

### II. Funding

A minimum of \$500 will be budgeted per school year for each of the 10 programs offered at the Technical Education Center. The teacher will use this money EXCLUSIVELY for student activities, to be outlined in Part IV of this document.

### III. Student Participation

Except for the state approved and operated clubs, all students will be initially eligible to participate in the following activities:

1. Competitive Events
2. Awards Programs
3. Local clubs and all of their activities
4. Fund Raising
5. Field Trips
6. Any other student activities approved by the teacher and the Technical Education Administration.



III. Student Participation (Continued)

Students may lose their privilege to participate if the following guidelines are not met:

1. Students must participate and meet the teacher's minimum requirements on all fund raising activities if applicable.
2. If a student has been suspended from the Technical Center by the Principal or Assistant Principal, the student will not be able to participate in the designated student activity.
3. If a student has exceeded the attendance policy's seven (7) day maximum, and did not have his/her credit reinstated upon appeal, the student will not be able to participate in the designated student activity.
4. The teacher has the power to execute discretion, which means that the teacher may determine that the students behavior, lack of maturity, and/or irresponsibility render the student ineligible to participate in the designated student activity.

IV. Administration of Funds and Activities

1. All expenditures of the fund will be accomplished only with the approval of the Technical Center's Administration (Director and/or Superintendent).
2. All fund raisers and field trips and other student activities will be approved by the Technical Center's Administration (Director and/or Superintendent).
3. All differences of opinion (between Administration and Teacher) on activities, funding of activities, or unused monies will be decided by the Curriculum Committee of the Board of Education and the appointed Tech Center Staff. The committee will make the final decision.

  
For the Board of Education

  
For the Association





**EARLY CHILDHOOD  
EDUCATION**

JAMES WILLIS, Director  
(906)779-2695

**SPECIAL EDUCATION**

GARRY PAGE, Director  
(906)779-2692

**TECHNICAL EDUCATION**

TED PAQUIN, Director/Principal  
(906)779-2694/(906)779-2697

**BUSINESS/PERSONNEL**

SHIRLEY MANDERS, Manager  
(906)779-2663

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School District*

800 Crystal Lake Boulevard  
Iron Mountain, Michigan 49801  
(906)779-2690  
Fax-(906)779-2669  
**RICHARD A. JACOBSEN**  
Superintendent

**BOARD OF EDUCATION**

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**VICE-PRESIDENT**

**TRUSTEES**

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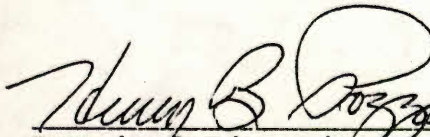
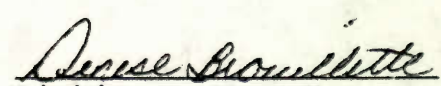

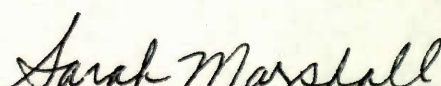
APPENDIX K

LETTER OF AGREEMENT

RE: U.P. Special Olympics (Marquette)

The Dickinson-Iron Intermediate School District Board of Education will grant each approved ISD PSM who accompanies and helps supervise Dickinson-Iron Intermediate School District students participating in the program, a sum of \$50.00 to help defray the cost of PSM participation. Prior to their participation, PSM's must receive administrative approval to receive the \$50.00.

Terms of this agreement will remain in effect for the duration of the contract.

	<u>9/30/92</u>		<u>10/21/92</u>
Board of Education, President	Date	Dickinson Area Voc. & Special Ed. Assoc.	Date
	<u>9/30/92</u>		<u>10/21/92</u>
Board of Education, Secretary	Date	Dickinson Area Voc. & Special Ed. Assoc.	Date



Dickinson-Iron Intermediate School District

1074 Pyle Drive
Kingsford, Michigan 49801-4494
(906) 779-2690
Fax: (906) 779-2669

MARY L. BRIEN
Superintendent

BOARD OF EDUCATION
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TED PAQUIN, Director
(906) 779-2694/(906) 779-2697

September 12, 1994

Dickinson-Iron Intermediate School District
Education Association
c/o Ebie Stack, President
1074 Pyle Drive
Kingsford, MI 49801

Dear Ebie:

The Administration and Association desire to extend the deadline for making class assignments until September 16, 1994. This is done with both parties fully aware of the fact that this is a breach of the contract under which we work. This action was taken as a result of a very unique situation as it relates to Breitung Township enrollments.

In order to render this situation legal and procedurally correct, I would ask that this communication of this action be interpreted as a variance of contract language in Article Va-Item C, as it relates to notification "prior to the third week of school", and I will be extending this to prior to the fourth week of school.

Let it be understood that this variance is a non-precedent setting action and is effective for the 1994/95 school year only.

Please obtain the appropriate signatures for this document, and I will get the appropriate signatures from our people, thus rendering this situation procedurally correct.

Sincerely,

Ted Paquin, Director
Career/Technical Education

EDUCATION ASSOCIATION APPROVAL:

BOARD/ADMIN. APPROVAL:

Elizabeth A. Stack
[Signature]

Mary L. Brien
[Signature]

12 Sep 94
Date

9-14-94
Date



*Dickinson-Iron Intermediate  
School District*

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**MARY L. BRIEN**  
Superintendent

**BOARD OF EDUCATION**  
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LETTER OF UNDERSTANDING BETWEEN THE EDUCATION ASSOCIATION AND  
THE BOARD OF EDUCATION OF  
THE DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT

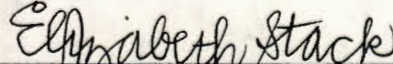
It is understood and agreed to by both parties that quality inservice/professional development is integral to professional growth and, therefore, both parties have committed to participate in fifteen (15) contract hours of professional development/inservice. Inservice/professional development will be designed to meet the individual needs of each department, as represented by this agreement.

It will be the responsibility of the Director of each department to outline, in writing, a plan for professional development/inservice within the given department. It is suggested that this plan be developed in cooperation with the given department's school improvement team. This written plan will then be distributed to the Education Association members no later than the beginning of the semester in which the professional development is scheduled. This time limit may be modified during the first year of this agreement.

Attendance at the inservice will be uniformly enforced within each department. Should members of the education association be unable to participate in the inservice opportunities due to illness or personal commitment, sick leave or personal leave will be respectively substituted on an hour to hour exchange based upon the length of the professional development opportunity.

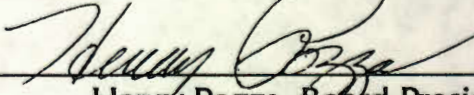
WE, THE UNDERSIGNED, AGREE TO THE ABOVE PROVISIONS AS OUTLINED IN THIS DOCUMENT.

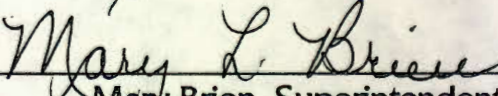
EDUCATION ASSOCIATION

  
Elizabeth Stack, President

  
Negotiations Team Member

BOARD OF EDUCATION

  
Henry Pozza, Board President

  
Mary Brien, Superintendent

SIGNED ON THIS DATE: February 8, 1995



**EARLY CHILDHOOD  
EDUCATION**

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JOHANNA OSTWALD  
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## LETTER OF UNDERSTANDING BETWEEN THE EDUCATION ASSOCIATION AND THE BOARD OF EDUCATION OF THE DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT

Let it be understood and agreed to by both parties that a committee/s will be established to explore each of the following issues:

1. a recommended evaluation procedure and appropriate written documentation
2. contract language that reflects the use of telecommunication
3. modification and streamlining of the grievance procedure

The DIISD Board of Education, the administration and members of the association, as represented by the respective bargaining team, will agree upon the composite of said committee/s. Recommendations derived by the committee/s will be presented to the respective negotiating teams for input and then to the Board of Education and the Education Association for final approval.

The newly established procedures for evaluation and for grievance will be placed into effect for the remainder of the contract upon mutual agreement between the Board of Education and The Education Association.

WE, THE UNDERSIGNED, AGREE TO THE ABOVE PROVISIONS AS OUTLINED IN THIS DOCUMENT.

SIGNED ON THIS DATE, February 8, 1995:

EDUCATION ASSOCIATION

Elizabeth Stack  
Elizabeth Stack, President

[Signature]  
Negotiations Team Member

BOARD OF EDUCATION

[Signature]  
Henry Pozza, Board President

Mary L. Brien  
Mary Brien, Superintendent

