

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**

2009-2012

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24 The Board has the ability to hire non-certificated, non-endorsed teachers in certain areas and under
25 certain conditions, even if a certified teacher is available, according to Part 16, Section 1233B of the
26 Revised School Code, PA 289 of 1995. Provided however, if the Board is able to engage a certified,
27 endorsed teacher to teach a course described in subsection (1), the intermediate school Board may employ
28 or continue to employ a non-certificated, non-endorsed teacher to teach the course if both of the following
29 conditions are met: (a) The non-certificated, non-endorsed teacher is annually and continually enrolled and
30 completing credit in an approved teacher preparation program leading to a provisional teaching certificate.
31 (b) The non-certificated, non-endorsed teacher has a planned program leading to teacher certification on
32 file with the employing intermediate school district, his or her teacher preparation institution, and the
33 Department of Education. Furthermore, a non-certificated, non-endorsed teacher shall not replace any
34 current bargaining unit member.

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ARTICLE 2

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 to freely 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.

If any provision of this agreement or any application of this agreement to any EAM or employee or group of EAMs or employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

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

- 57 C. The Association shall have the right to use school office equipment and all types of audio-visual
58 equipment at times office personnel or janitors are on duty. The Association shall pay for the
59 actual cost of all materials and supplies incident to such use. Use of such equipment is not to
60 interfere with the instructional day. No equipment shall be taken from the building without
61 administration permission.
- 62 D. The duly authorized president and/or Association officials shall be granted time to transact official
63 Association business during the school day only in case of emergency. Emergency is defined as
64 Association business that cannot be conducted outside of the normal work day. No more than two
65 (2) officials should be out of class at one time. No official shall leave his/her classroom without
66 verbally notifying and obtaining the approval of an appropriate administrator and the classroom
67 being provided with proper supervision as determined by the appropriate administrator. Approval
68 will not be unreasonably withheld.
- 69 E. The Association shall have the right to post notices of its activities and matters of Association
70 concern on EAM bulletin Boards. The Association may use the district interschool mail service
71 and EAM mail boxes for communications to EAMs at no cost to the district. No EAM shall be
72 prevented from wearing insignia, pins, or other identification of membership in the Association
73 either on or off school premises.
- 74 F. The Board agrees to make available to the Association in response to reasonable requests annual
75 financial reports and audits, register of certified personnel, tentative budgetary requirements and
76 allocations, agendas and minutes of all Board meetings, and census and membership data. Only
77 copies of official records and accounts shall be permitted to leave the office of the Board, subject
78 to the Michigan Freedom of Information Act.

- 79 G. The Board may allow input from EAMs as defined in Article I on any new or modified fiscal,
80 budgetary or tax programs, construction programs, or major revisions of educational policy, which
81 are proposed or under consideration. The Board shall provide the Association president a copy of
82 the agenda of Board meetings and all public information attachments which will be mailed or
83 delivered at the same time of the mailing or delivery to the Board members.
- 84 H. The provisions of this Agreement shall comply with all State and Federal Laws and Regulations.
- 85 I. The Association shall be granted two (2) school days per year for the purpose of releasing its
86 representatives from regular duties without loss of salary to participate in area, state or regional
87 meetings of the Michigan Education Association. An additional four (4) school days without loss
88 of salary will be granted for which the Association will pay the salary of a substitute EAM. Time
89 must be drawn in half day or full day blocks of time. The Association designee wishing to use an
90 Association day must notify his/her respective administrator at least three (3) school days in
91 advance. An Association day will be granted providing a certified substitute(s) is available.
- 92 J. An EAM engaged in negotiating on behalf of the Association with any representative of the Board
93 or participating in professional grievance negotiation shall be released from regular duties without
94 loss of salary. No more than two (2) EAM representatives shall be released at any one time for a
95 Level I grievance procedure.
- 96 K. Each EAM shall have the right upon written request to review all records of the District pertaining
97 to said EAM. Such review shall be done in the presence of an administrator or administrator's
98 designee. A representative of the Association may, at the EAM's request, accompany the EAM in
99 this review.
- 100 L. It is agreed that the ISD shall retain all property and copyright interests of any kind or character

101 created or developed individually by an EAM or in connection with others during the course and
102 within the normal contract day of the EAM's employment with the ISD. EAMs shall retain all
103 property and copyright interests and those works or materials produced outside of the normal
104 contract day and in addition to the EAM's normal professional responsibilities. The EAM will
105 have the right to retain a copy of any materials developed by them during the normal contract day.
106 Prior administrative authorization shall be required for use of ISD equipment and/or materials for
107 those professional projects to be accomplished outside of regular school hours.

108 M. All bargaining unit work shall be done by bargaining unit members unless none are available.

109 N. Job descriptions shall be reviewed by the EAM, signed and dated prior to placement in the EAM's
110 personnel file.

111 **ARTICLE 3**

112 **MAINTENANCE OF STANDARDS**

- 113 A. All terms and conditions of employment, outlined in Act 379, PA 1965 and also expressly stated
114 herein, shall not be changed except by mutual agreement of the parties hereto.
- 115 B. The duties of any EAM or the responsibilities of any position in the bargaining unit relative to
116 wages, hours, and conditions of employment, will not be substantially altered or increased without
117 prior negotiation with the Association.

118 **ARTICLE 4**

119 **RIGHTS OF THE BOARD**

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

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

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

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The Dickinson-Iron Intermediate School District is an intermediate school district in accordance with the School Code as amended. The district has all the rights, powers, and duties expressly stated in the act; may exercise a power implied or incident to any power expressly stated in the act, and, except as provided by law, may exercise a power incidental or appropriate to the performance of any function related to the operation of the intermediate school district in the interests of public elementary and secondary education, in the intermediate school district, including but not limited to the hiring, contracting for, scheduling, supervising, or terminating employees, independent contractors, and others to carry out intermediate school district powers. An intermediate school district may indemnify its employees. An intermediate school district employer has the responsibility, authority and right to manage and direct on behalf of the public the operations and the activities of the intermediate school district under its control.

151 **ARTICLE 5**

152 **DUES & DEDUCTIONS**

153 A. Membership in the Association is voluntary and shall comply with all State and Federal
154 regulations.

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

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

160 1. Deduct from EAM's salaries, dues for the Dickinson Iron Intermediate School District
161 Education Association, U.P.E.A., and the Michigan Education Association; the National
162 Education Association; or

163 2. Deduct from EAM's salaries a service fee established in accordance with applicable laws and
164 regulations for the negotiations and administration of this Agreement.

165 The deduction shall be made as the EAMs individually and voluntarily authorize the Board to
166 deduct; and the monies shall be promptly transmitted to the Dickinson Iron Intermediate School
167 District Education Association. EAM authorizations shall be made in the form set forth in
168 Appendix #A at the end of this Agreement.

169 D. Each EAM shall, as a condition of employment, (1) on or before thirty (30) days from the first day
170 of active employment or the effective date of this agreement, whichever is later, join the
171 Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy
172 regarding objections to political-ideological expenditures" and the administrative procedures
173 adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues

174 collected from Association members. The EAM may authorize payroll deduction for such fee. In
175 the event that the EAM shall not pay such service fee directly to the Association, or authorize
176 payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17,277
177 (7) and at the request of the Association, deduct the service fee from the EAM's wages and remit
178 same to the Association. Payroll deductions made pursuant to this provision shall be made in
179 equal amounts, as nearly as may be, from the paychecks of each EAM. Moneys so deducted shall
180 be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
181 The procedure in all cases of non-payment of the service fee shall be as follows: 1) the union shall
182 notify the employee of non-compliance by personal service and/or certified mail, return receipt
183 requested. Said notice shall detail the non-compliance and shall provide ten (10) days for
184 compliance, and shall further advise the recipient that a request for wage deduction may be filed
185 with the employer in the event compliance is not affected. 2) If the employee fails to remit the
186 service fee or authorize deduction for same, the union may request the employer to make such
187 deduction pursuant to the opening paragraph above. 3) The employer, upon request for involuntary
188 deduction, shall provide the employee with an opportunity for a due process hearing limited to the
189 question of whether or not the employee has remitted the service fee to the union or authorized
190 payroll deduction for same. 4) The employer and union may mutually agree, in writing, to
191 withhold and/or suspend involuntary wage deduction, and/or to place any involuntary wage
192 deductions in an escrow account pending any legal challenges. Pursuant to Chicago Teachers
193 Union V Hudson, 106 s ct 1066 (1986), the Association has established a "policy regarding
194 objections to political-ideological expenditures." That policy, and the administrative procedures
195 (including the timetable for payment) pursuant thereto, applies only to non-union EAMs. The
196 remedies set forth in that policy shall be exclusive, and unless and until such procedures, including

197 any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute,
198 claim, or complaint by an objecting EAM concerning the application and interpretation of this
199 article shall be subject to the grievance procedure set forth in this agreement, or any other
200 administrative or judicial procedure. Due to certain requirements established in court decisions,
201 the parties acknowledge that the amount of the fee charged to non-members along with other
202 required information may not be available and transmitted to non-members until mid-school year.
203 Consequently, the parties agree that the procedures in this article relating to the payment or non-
204 payment of the representation fee by non-members shall be activated thirty (30) days following the
205 Association notification to non-members of the fee for that given school year.

206 E. The Board agrees to send or present each EAM employee with a copy of this Agreement along
207 with the individual EAM contract.

208 F. The Dickinson-Iron Intermediate School District Education Association shall certify to the Board
209 in writing the current rate of membership dues for each of the Associations name above. If any of
210 said Associations shall change the rate of its membership dues, the Dickinson-Iron Intermediate
211 School District Education Association shall give the Board thirty (30) school days written notice
212 prior to the effective date of such change.

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

214 H. No later than the thirtieth (30th) school day following the opening day of school, the Board shall
215 provide the Education Association with a list of those EAMs who have not authorized the Board to
216 make deductions for membership dues or service fees for negotiation and administration of this
217 Agreement.

218 I. If an EAM is hired to replace an EAM during the school year, that EAM will receive a contract to
219 the extent required by the School Code as amended from time to time. After working a total of

220 sixty (60) days according to the School Code, they shall pay dues or service fees to the
221 Association. This contract will state that his/her employment will terminate at the end of that
222 school year or when the regular EAM returns to his/her duties, whichever occurs first. In the event
223 that the same EAM is rehired within the same school year, he/she shall not have to serve another
224 thirty (30) day probationary period for substitute pay. That EAM shall pay dues or service fees to
225 the Association upon employment.

226 J. In the event of any legal action against the Employer brought in a court or administrative agency
227 because of its compliance with this Article, the Association agrees to defend such action, at its own
228 expense and through its own counsel. The Association will have the authority to settle the case.
229 The Association agrees that in any action so defended, it will indemnify and hold harmless the
230 Employer, including the Board, wholly or individually, and/or administration, wholly or
231 individually, from any liability for damages and costs imposed by a final judgment of a court or
232 administrative agency as a direct consequence of the Employer's compliance with this Article IV.

233 K. If the Association challenges the validity of the indemnification provision in this article, the
234 Board's obligation to withhold dues pursuant to this article shall be null and void. If the
235 indemnification provisions are found to be unenforceable by a court of competent jurisdiction, the
236 Board's obligation to withhold shall be null and void and the parties shall meet to negotiate the
237 impact of such a ruling.

238 **ARTICLE 6**

239 **HOURS, CLASS LOADS, ASSIGNMENTS**

240 **(Special Education EAMs)**

241 A. EAM Hours:

242 1. Effective, beginning in 2005-2006, The EAM's normal working day shall be six and
243 one/quarter (6.25) hours of professional responsibility. For itinerant staff members, a minimum of
244 five and one/quarter (5.25) such hours shall be spent in a student/EAM or EAM/parent contact. Six
245 and one/quarter (6.25) hours shall be the normal workday for classroom EAMs. Five (5) such
246 hours will be spent in the process of instructing students, .25 hours per day (15 minutes) will be
247 spent in assigned parent or teacher contact activities. The normal workday shall be seven (7) hours
248 for any EAM whose students are required by their IEP to receive instructional time in excess of
249 five hours. Classroom EAMs having students assigned to their classroom per an IEP for six hours
250 or more of instruction shall be assigned six hours of instruction and one (1) hour of preparation
251 (unassigned student contact) during this time period. Such duty hours shall be posted in the
252 Intermediate office and in the classroom.

253 Time for preparation, report writing, etc. is to be conducted at the appropriate on-site location, i.e.
254 assigned office, the local school district or classroom. During the preparation period, student
255 contact shall be voluntary.

256 2. The EAM will not be expected to depart from these norms except in cases where the following
257 exists:

- 258 a. The Board may assign additional scheduled hours/portions of hours during the normal
259 contractual day, with the EAM's written consent. In such event, the EAM's
260 compensation shall be calculated using the EAM's current Degree/Credit Lane and

- 261 Step for the base hourly rate, for the additional hours or portions of hours.
- 262 b. An emergency arises in which case consultation with the Association shall be made.
- 263 c. The EAM may perform tasks or duties beyond those stated in this agreement if they
- 264 choose to do so of their own free will. In this case, the EAM should not be given extra
- 265 favors or any other type of compensation. In the same respect, an EAM who does not
- 266 exceed those responsibilities which are defined in his/her job description should not be
- 267 given unfair treatment.
- 268 B. Class Loads:
- 269 1. Class size shall be determined in accordance with the current State Dept. Rules and
- 270 Regulations for each discipline, including variance granted by the State.
- 271 2. All EAMs shall be given written notice of their tentative position for the forthcoming year no
- 272 later than July 1. In the event that changes are made in positions, all EAMs affected shall be
- 273 notified promptly. EAMs shall have the right to discuss his/her position with the
- 274 administration.

275 **ARTICLE 7**

276 **HOURS AND CLASS LOAD**

277 **(Technical Education EAMs)**

278 A. The EAM's normal scheduled hours in the Dickinson-Iron Career and Technical Center/Programs
279 shall be as follows: For reasons of scheduling, the EAM's total scheduled hours shall remain
280 consecutive, unless agreed upon by the Association and the Board.

281 **CTE CENTER/PROGRAMS**

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

285 B. Effective, beginning in 2005-2006, the normal weekly contract hours in the Technical Center will
286 be thirty-one and one/quarter (31 ¼) hours; twenty-five (25) teaching hours, five (5) unassigned
287 preparation hours and one and one-quarter (1 1/4) hours determined by administration after
288 gathering input from staff, as either teaching or assigned preparation hours or a combination of
289 both. This is in addition to passing time between Blocks 1 and 2.

290 C. The Board may assign additional scheduled hours/portions of hours during the normal contractual
291 day, with the EAM's written consent. In such event, the EAM's compensation shall be calculated
292 using the EAM's current Degree/Credit Lane and Step for the base hourly rate, for the additional
293 hours or portions of hours.

294 If any technical education program drops below thirty (30), in total student enrollment, the EAM of
295 the program will receive 80% contract, and work the normal weekly contract. Any one block must
296 have a minimum of seven (7) students in order to keep that block open. If during the "grace year"
297 there are less than seven (7) students in any block, students will be transferred to other blocks
298 within the program if possible, but the EAM will be assigned other duties and will still receive

299 80% of salary schedule for the normal contract week as specified in 7 B. This “grace year” is for
300 one (1) school year only and if, after the “grace year” is over, the program’s enrollments are still
301 below a total of thirty (30) students, Administration will be free to implement any cost effective
302 decision that would close down one, or more of the blocks, or even decide to eliminate the
303 program altogether.

304 All EAMs with a projected program enrollment of less than a total of thirty (30) students will be notified,
305 in writing, by the Administration on or before May 15 that they will be on a “grace year” status the
306 following school year. On May 1, however, teachers will receive their enrollment status for the coming
307 year and if the pre-enrollment figures are less than thirty (30), the administration will continue its past
308 efforts to recruit additional students. The grace year status will remain unless enrollments improve to
309 thirty (30) or above, prior to the third week of school.

310 After the one year “grace status”, if program enrollments are at less than thirty (30) total students for the
311 second school year in a row, the EAM will be notified, in writing, by the Administration, that they will be
312 teaching less than the normal weekly contract and will have until July 1 to notify the Administration in
313 writing of their intent to return. If they do not notify Administration of their intent to return they are
314 expected to submit a letter of resignation.

315 In the event that an EAM is not on a “grace year”, the pay for their assignment will be subject to Article
316 23, Professional Compensation – “Part Time” of the Master Agreement.

317 The above Board Policy proposal is contingent upon the following:

- 318 1. No grievance is filed on past practice, relative to teaching and assignment and class loads
319 prior to 9/19/05.
- 320 2. All classes with a total enrollment from all blocks of less than twenty-one (21) during a grace
321 year, will be subject to part time instruction and be paid according to Article 23, Professional

322 Compensation of the Master Agreement.

323 D. In the first year of employment only, a newly employed teacher may be paid at the grace year and
324 keep all three (3) blocks open regardless of student enrollment. This provision will allow a newly
325 employed teacher one year to build up their program and increase student enrollment. If
326 enrollments do not increase for the following year, the teacher will be paid at the normal rate per
327 the Master Agreement.

328 **ARTICLE 8**

329 **SPECIAL STUDENT PROGRAMS TECHNICAL EDUCATION**

330 A. The parties recognize that students having been identified as eligible for Special Education and/or
331 section 504 services may require a specialized classroom experience. Taking this into account and
332 in order to insure an adequate educational program, the following conditions will be met by the
333 Board:

- 334 1. Whenever Special Needs Students (not less than five (5), nor more than eight (8)) are
335 enrolled in a class, an EAM aide will be provided for that class under the conditions
336 specified under Article 10, Sections B & C, providing that adequate funding is provided.
337 Furthermore, when Special Education students (at least one (1) and not more than three
338 (3)) are enrolled in a class who, because of the severity of their handicap, require a
339 disproportionate amount of the EAM's time, an EAM aide will be provided. Special
340 attention will be given to reducing class size where special students are placed in a regular
341 classroom.
- 342 2. Forms for referral of suspected special education/needs students shall be made available to
343 all EAMs. EAMs shall obtain these forms from the building principal's office.

344 **ARTICLE 9**

345 **WORKING CONDITIONS - TOTAL ASSOCIATION**

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

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

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

357 C. The Board agrees to make available to EAMs adequate clerical services, as determined by
358 administration, to aid EAMs in the preparation of instructional material. The clerk is responsible
359 to his/her immediate supervisor.

360 D. The Board shall provide:

- 361 1. A separate desk for each EAM in the district.
- 362 2. Copies, exclusive for each EAM's use, of all texts used in each of the courses he/she is to
363 teach.
- 364 3. A dictionary in every classroom shall be provided, if requested.
- 365 4. Storage space in each classroom for instructional materials.
- 366 5. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other material required

- 367 in daily teaching responsibility.
- 368 6. A place to lock up items (personal or confidential).
- 369 7. Petty cash funds shall be established by the Board to be used by special education EAMs for
370 the EAMs for the daily operational needs of their program, according to State reimbursement
371 guide-lines. These funds shall be maintained at a \$50 capacity and shall be limited to an
372 annual accumulated expenditure of \$100 per fund. EAMs shall use the district's established
373 petty cash record and documentary procedure.
- 374 E. Under no conditions shall an EAM be required to drive a school bus as part of his/her regular
375 assignment. An EAM may drive students to school events either in their own vehicle or one
376 owned or leased by the school, if approved by administration or the Board.
- 377 F. The Board shall make available at the Technical Education Center, lavatory facilities exclusively
378 for employee use and at least one room which shall be reserved for use as a faculty lounge.
- 379 G. The Association will have a telephone installed in the Technical Education Center faculty lounge
380 at the Board's expense.
- 381 H. EAM shall not be required to work under unsafe, unsanitary, hazardous conditions or to perform
382 tasks which endanger their health, safety or well-being.
- 383 I. Pursuant to the requirements of Act 54, Public Acts of 1972, the Board will pay for one (1) pair of
384 prescription safety glasses and for the repair and replacement of same for all EAMs who are
385 required by said Act to wear eye protection devices.
- 386 J. EAMs shall be informed of a telephone number they shall call before 6:45 a.m. to report
387 unavailability for work, and special education EAMs at 6:45 a.m. A variation in these times may
388 occur in cases of emergency.
- 389 K. The Board will pay mileage or provide a truck or van for the building trades instructor for travel

390 from the school to building site, and also for related travel. The EAM shall also receive an
391 additional day's pay for layout of building.

392 L. All eligible probationary EAMs as defined in the Michigan Teacher Tenure Act will be eligible
393 for an assigned mentor as defined in the Act. Those qualified EAMs wishing to be considered as
394 mentors, must file a written request to be part of the mentor pool along with their qualifications,
395 prior to the end of the first week of school each year. Selection and pairing of a mentor with a
396 mentee is solely at the discretion of administration. With prior Administrative approval, the
397 mentor and mentee will jointly develop and implement a professional development plan utilizing
398 guidelines recommended by administration. Administrative approval of the mentee's plan by the
399 Department Director is required prior to the implementation of the plan. The mentor will be
400 reimbursed a flat rate of \$500.00 for the school year. Probationary EAMs working less than a full
401 year will have the same rights of assignment of a mentor. The mentor in this case will receive a
402 prorated reimbursement based on the number of months of actual assignment. Reimbursement
403 will be provided after the submission to the Director of the completed plan including an
404 evaluation of the completed activities and tasks of the plan with sign off by the mentee, mentor
405 and administrator. Completed plans will be submitted for review, approval and reimbursement
406 after May 20 and no later than June 15 of each year. The mentee EAM will remain eligible for this
407 program for up to three years or until the date they are granted tenure in the district which ever
408 comes first.

409 M. New probationary EAMs not eligible under the Michigan Teacher Tenure Act will be offered the
410 opportunity to have a mentor assigned to them for the first year of their employment with the
411 district. Selection and pairing of a mentor with a mentee is solely at the discretion of
412 administration. With prior Administrative approval, the mentor and mentee will jointly develop

413 and implement a professional development plan utilizing guidelines recommended by
414 administration. Administrative approval of the mentee's plan by the Department Director is
415 required prior to the implementation of the plan. The mentor will be reimbursed a flat rate of
416 \$500.00 for the school year. Probationary EAMs working less than a full year will have the same
417 rights of assignment of a mentor. The mentor in this case will receive a prorated reimbursement
418 based on the number of months of actual assignment. Reimbursement will be provided after the
419 submission to the Director of the completed plan including an evaluation of the completed
420 activities and tasks of the plan with sign off by the mentee, mentor and administrator. Completed
421 plans will be submitted for review, approval and reimbursement after May 20 and no later than
422 June 15 of each year.

423 **ARTICLE 10**

424 **CERTIFICATION/QUALIFICATIONS AND ASSIGNMENTS**

425 A. The Dickinson-Iron Intermediate School District Board of Education shall seek applicants who
426 meet the highest standards of qualifications in education and in certification requirements. All
427 efforts shall be exerted toward filling vacancies in all classrooms with degreed and fully
428 certifiable professionals. If circumstances occur to prevent the Board from employing a degreed,
429 fully certifiable EAM, they shall contract with the best qualified applicant available under the
430 following terms of employment;

- 431 1. A renewable probationary contract shall be issued annually upon approval of the Dept. of
432 Education and upon a signed commitment to professional improvement by the applicant.
433 The less than fully qualified or fully certifiable employee shall file an improvement status
434 report with the Administration and with the Association by February 15 and July 15 of each
435 year. (See Appendix B) The administrative recommendation to the Board of Education for
436 continuing or discontinuing such a probationary contract shall be based upon a total
437 evaluation of which the improvement status will be a part.
- 438 2. A non-degreed EAM shall have completed all work toward his/her degree within the time
439 frame as required by state law.

440 B. Teacher aides shall not replace an EAM. A certified EAM must be responsible for the assigned
441 instruction of the classroom.

442 C. The EAM(s) supervising an aide(s) may, at EAM's discretion, participate in the interviewing of
443 the prospective aide(s) for his/her class. Furthermore, the EAM will write an evaluation of their
444 aide(s) at least once a semester, with a second evaluation to be completed by April 15, a copy of
445 which is to be filed in the administrator's office. In the event problems develop between the aide

- 446 and EAM, the Administration will take steps to resolve the problem through the proper chain of
447 command.
- 448 D. EAMs shall not be assigned outside the scope of their certification except temporarily and for
449 reasonable cause.
- 450 E. Any assignments in addition to the normal work schedule during the regular school year,
451 including extra duties enumerated in Schedule B supplement, and summer school courses, shall
452 not be obligatory, but shall be with the consent of the EAM. Preference in making such
453 assignments will be given to qualified and certified EAMs regularly employed in the District. In
454 the event no regularly employed EAM of the District applies for a position enumerated above,
455 the Board will have the right to fill said vacancy with a person outside the Association.
- 456 F. All Technical Education EAMs are responsible with administrative assistance in making all
457 reasonable efforts to achieve and maintain alignment of their programs with all state and federal
458 requirements so as to maintain “approved program” status.

459 **ARTICLE 11**

460 **VACANCIES AND TRANSFERS**

- 461 A. A vacancy occurs when there is an open position the Board intends to fill after all assignments
462 have been made. Whenever a vacancy covered by this agreement occurs the Board shall provide
463 the Association with a copy of the posting. Postings are to include administrative or degreed
464 positions not covered by this agreement. The Board shall publicize the same by giving written
465 notice of such vacancy to the Association president and shall post the vacancy in the Vocational
466 Center and Special Education Office. Postings shall be sent electronically to all bargaining unit
467 members who notify the Superintendent's Secretary of their email address by September 1, of
468 each year. No Association vacancy shall be filled, except in case of emergency on a temporary
469 basis, until such vacancy shall have been posted for at least six (6) school days. Vacancies which
470 occur during vacation periods shall be posted in the central office and the Association president
471 shall be notified by letter.
- 472 B. Any qualified EAM meeting state requirements and the standards of the involved professional
473 organization may apply for such vacancy. In filling such vacancy, the Board agrees to give due
474 consideration to the professional background and attainments of both currently employed
475 applicants and other applicants including the length of experience of each.
- 476 C. All job postings for positions covered by this Agreement shall state the minimum qualifications
477 established by the Board. All applicants will be notified in writing as to the decision of the Board.
478 Upon request, the applicant has the right to a written response stating the reasons why he/she was
479 not hired.

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ARTICLE 12

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PROMOTIONS

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The Board supports promotion from within the ISD. The final authority for promotions rests

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with the Board. In the event an EAM is promoted or placed with his/her consent, in a Position

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outside the bargaining unit, but within the DIISD, he/she will maintain, but not accrue, seniority

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within the bargaining unit for a period of one and one-half (1 ½) years. All seniority rights will be

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maintained within this one and one-half (1 ½) year period and the individual may return to any

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vacant position for which he/she is qualified. After this one and one-half (1 ½) year period, he/she

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would be removed from the Association seniority list. Should qualified EAMs in the Association

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apply for promotions and be denied, upon request, the applicant has the right to a written response

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stating the reasons why he/she was not hired. Administrators and support personnel currently

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appearing on the Association Seniority List shall not have bumping rights under the life of this

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Agreement.

493 **ARTICLE 13**

494 **LEAVES**

495 **ILLNESS OR DISABILITY**

- 496 A. EAMs shall be entitled to ten (10) days sick leave per school year with an accumulated potential of
497 150 sick days for use as sick leave. Only EAMs hired after 6-30-01 are eligible to accumulate up
498 to a potential of three hundred (300) days. For these EAMs, a cap of one hundred-fifty (150) sick
499 days may be used for sick leave with the balance available only for the severance pay off plan. The
500 administration shall furnish each EAM with a written statement at the beginning of each school
501 year setting forth the total sick leave credit and personal leave credit accumulated. Payment for
502 unused sick leave shall not be made under any circumstances for EAMs on the payroll as of 6-30-
503 01.
- 504 B. EAMs employed in this system during their first semester shall be awarded five (5) days sick leave
505 at the beginning of the 1st semester and shall accumulate one (1) day per month to a total of ten
506 (10) days sick leave during their first year. EAMs will automatically be granted ten (10) days at
507 the beginning of the school year.
- 508 C. Any full-time EAM who qualifies for compensation under the Michigan Worker's Compensation
509 Act shall receive his/her salary in the amount of the difference between Worker's Compensation
510 and contractual salary for a period of seventy-five (75) school days without loss of accumulated
511 sick leave. Following the seventy-fifth (75th) school day, the EAM shall draw only Worker's
512 Compensation.
- 513 D. Sick leave may be used for the following purposes:
- 514 1. For illness of EAM, parent, parents of spouse, brother, sister, spouse, child, grandparents,

515 grandchild, or member of the immediate household. A limit of three (3) sick days per year
516 may be used for individuals not specifically mentioned but who are members of the immediate
517 household.

518 2. Up to three (3) sick days per occurrence may be granted with administrative approval as an
519 extension of immediate family bereavement.

520 3. Up to a maximum of three (3) sick days may be granted for other than immediate family
521 bereavement per year.

522 Requests of this nature require the EAM to document the need for this leave, final approval is
523 required from the appropriate administrator.

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

526 **BEREAVEMENT**

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

530 **PERSONAL LEAVE AND SPECIAL LEAVE GRANT**

531 At the beginning of every school year, each EAM shall be credited with three (3) days to be used
532 for the EAM personal leave when substitutes are available. Personal leave can be accumulated up
533 to five (5) days. The word "personal" as used herein is used semantically to mean no excuse has to
534 be given in order to be granted these days. An EAM planning to use a personal leave day or days
535 shall notify his/her supervisor or director at least three (3) school days in advance, except in cases
536 of emergency. Unused personal days shall be counted as accumulated sick leave. An EAM can

537 begin each school year with no more than five (5) accumulated personal days.

538 **PARAMETERS FOR USE OF PERSONAL LEAVE**

539 1. The term vacation as it pertains to this document is to be defined as two (2) or more scheduled
540 days off in succession, such as Thursday and Friday of Thanksgiving, etc.

541 A single day, such as Labor Day, a deer hunting day or when only one (1) day is negotiated, and
542 there is a work day in session before or after that day shall not be considered a vacation day for
543 purposes of this document.

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

545 2. Requests for personal day(s) by classroom EAMs shall be granted in the order they were requested
546 until such time substitutes can not be secured.

547 3. Personal day utilization shall be granted in full or half (½) day units.

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

552 4. EAMs may use up to two (2) of their personal days per year to extend one (1) vacation period.

553 **EDUCATIONAL IMPROVEMENT LEAVE**

554 1. EAMs who have been employed for four (4) full school years, at the discretion of the Board, be
555 granted a work experience or educational improvement leave not to extend beyond two (2) school
556 years for the purpose of working toward a continuing vocational certificate, or special education
557 certifications. During said leave, the EAM shall be considered to be in the employ of the Board,
558 without pay, but may elect to purchase insurance benefits provided under the Federal COBRA law.

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

563 3. A maximum of four (4) days may be used as professional days, which may be used for an approved
564 educational convention, conference or approved visitation at another school or may be taken
565 individually to advance one's knowledge in their professional field or to attend meetings which
566 involve their work assignments. An EAM must obtain the prior written approval of the
567 appropriate administrator for each professional development activity counted in this section.
568 EAMs are encouraged to use transportation out of the intermediate school office. EAMs are
569 eligible to attend workshops in their major field with administrative or Board approval. The Board
570 may pay registration dues, travel, meals, lodging, and substitute EAMs, depending on available
571 funding.

572 **WORK RELATED LEAVE**

573 A leave of absence for one (1) school year may, at the discretion of the Board, be granted to any
574 EAM, upon application, for the purpose of participating in exchange programs in other states,
575 territories or countries; foreign or military programs; the Peace Corps, Teacher's Corps or Job
576 Corps as a full-time participant in such programs. A leave of absence of one (1) school year may,
577 at the discretion of the Board, be granted for a work program related to his/her professional
578 responsibilities. During said leave, the EAM shall be considered to be in the employ of the Board,
579 without pay, but may elect to purchase insurance benefits provided under the Federal COBRA law.
580 In all cases when applying for a leave, the EAM shall state his/her intention to return to the school

581 system. Upon return from such leave, an EAM shall be placed at the same position on the salary
582 schedule as he/she would have been had he/she worked in the District during such period. The
583 Board may renew the leave of absence in the following school year.

584 **MILITARY LEAVE:**

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

588 **ASSOCIATION LEAVE**

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

593 **NON-CHARGEABLE LEAVE:**

594 Leaves of absence with pay not chargeable against the EAM's allowance shall be granted for the
595 following reasons.

- 596 1. Absence when an EAM is called for jury service. The EAM shall receive the difference
597 between his/her regular salary received for this service.
- 598 2. Court appearance as a witness in any case connected with the EAM's employment or the
599 school or whenever an EAM is subpoenaed to attend any proceeding. The EAM shall receive
600 the difference between his/her regular salary and the salary received for this service.
- 601 3. The Board will not be required to release an EAM with pay if the EAM is a party to the action
602 or testifying against the district.

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DISABILITY LEAVE

An EAM who is unable to perform the essential functions of his/her duties because of a personal illness or disability, or any period of physical disability related to pregnancy, documented by a medical doctor, shall be granted an unpaid leave of absence for up to one (1) year, renewable at the discretion of the Board. The Board shall establish the beginning and ending dates of such leave, based upon medical doctor's written recommendation, provided by the EAM.

Requests for renewal of such leave shall be made at least sixty (60) days prior to expiration of the initial leave period, unless unexpected medical complications related to the personal illness or disability prevent the EAM from meeting the sixty (60) day deadline. The Board, at its discretion and expense, may require the EAM to be examined by a Board appointed medical doctor for a second medical opinion. The EAM may make written election at commencement of such leave to use his/her accumulated sick leave for any portion of time absent due to illness or disability. Neither seniority nor salary schedule credit shall accrue during disability leaves (except where the paid sick leave is used.)

CHILD CARE LEAVE:

A child care leave without pay, but including fringe benefits and those benefits provided by law for which the EAM is eligible, will be granted for a period not to exceed one (1) year for the purpose of child care related to the birth of the EAMs child or the EAMs adoption of a newborn infant. The EAM shall be allowed to resume and continue the job he/she held prior to the taking of a child care leave. While the EAM is on childbirth or child care leave, he/she shall retain but is not limited to the following:

1. The same position on the salary schedule as held when the leave was granted.

- 625 2. All rights to seniority in the bargaining unit with accrual during the leave.
626 3. Unused sick leave as held at the start of the leave of absence unless he/she elects to use sick
627 leave in place of all or part of the child birth or child care leave.

628 **MISCELLANEOUS LEAVE:**

629 Leaves of absence without pay shall be granted where feasible upon application for the following
630 purposes:

- 631 1. Study related to the EAM's field.
632 2. Study to meet eligibility requirements for a license or certification other than that held by the
633 EAM, but pertaining to employment within the Dickinson-Iron ISD.
634 3. For the care and custody of the EAM's child or children, natural or adopted, and/or spouse.
635 Such leave, in combination with any other leave, shall not exceed a period of two (2) school
636 years. An extension may be granted at the Board's discretion.

637 The EAM will be placed at the same position on the salary schedule as when they left.

638 **NOTIFICATION OF RETURNING FROM LEAVE**

639 An EAM on authorized leave shall notify the Board on or before March 25 of his/her intention to
640 either return or not to return to the school district for the ensuing year except in those instances as
641 specified in specific Articles of the Master Agreement.

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ARTICLE 14

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ACADEMIC FREEDOM/GRADING

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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 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.

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

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GRADING

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

The parties agree to utilize the following procedures when a teacher's assignment of a grade is challenged:

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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 following occurs:
 - A. The teacher concurs
 - B. Majority of review panel concurs
 - C. A teacher who does not agree with the review panel's decision may appeal to the

664 local Board of Education.

665 3. Review panel consists of five (5) people:

666 A. A Board of Education member

667 B. Superintendent or his/her designee

668 C. Three teachers selected by the bargaining unit

669 The Board shall continue to maintain all policies and procedures under the provisions of the Family
670 Rights and Privacy Act, including policies/procedures which define school records, provide for parental
671 and other requests for access to records, parental consent and bargaining unit members' responsibility for
672 implementation. If changes in the above grading are deemed necessary, all changes shall be mutually
673 agreed upon prior to implementation by the Employer and the Association. Copies shall be furnished to
674 the Association.

675 **ARTICLE 15**

676 **EAM EVALUATION**

- 677 A. The work performance of all EAMs shall be evaluated in writing. Evaluations of probationary
678 teachers required: at least two (2) observations as least 60 days apart, and an evaluation each year
679 of probation in accordance with the Revised Teacher Tenure Act. Probationary EAMs will
680 participate in the development and implementation of an Individual Development Plan or IDP per
681 requirements. Tenured EAMs shall be evaluated at least once in every three (3) years.
- 682 B. Evaluations shall be conducted by the EAMs immediate supervisor or an administrator working in
683 the same building or otherwise familiar with the EAM's work who shall be designated by the
684 Board.

685 C. Definitions:

686 **INFORMAL OBSERVATION**

687 Informal Observation - The recognition, by a supervisor, of a particular action, occurrence or
688 remark, not necessarily in the classroom setting, which reflects on the performance of one's
689 duties. (A more casual activity)

690 **FORMAL OBSERVATION**

691 Formal Observation - A scheduled classroom visit during which notation is made of
692 preparation and planning, teaching strategies, classroom management, pupil/teacher
693 relationships and professional conduct.

694 **EVALUATION**

695 Evaluation - The summative activity which brings teacher and supervisor together for review
696 of the supervisor's comments related to the observations (formal and informal) made during
697 the course of the school year. These comments will be based on a departmental evaluation

698 instrument.

699 D. Each formal observation shall be made in person for a reasonable length of time and the time will
700 be recorded on the evaluation sheet. Observations shall not be conducted during the week prior to
701 nor the week following, a regularly scheduled vacation. Evaluations shall be completed by the
702 third (3rd) Friday of May. The use of undercover surveillance devices by either the Administration
703 or Association shall be strictly prohibited.

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

708 F. No later than April 1st of each probationary year the final written evaluation report will be
709 furnished to the EAM personnel file covering each probationary EAM. A copy shall be furnished
710 to the EAM and signed. If the report contains any information not previously made known to and
711 discussed with the probationary EAM, the EAM shall have an opportunity to submit additional
712 information to the EAM personnel file. In the event a probationary EAM is not continued in
713 employment, the Board will advise the EAM. If a probationary EAM began employment after the
714 first student day of the school year, the final written evaluation report will be furnished to the EAM
715 not later than the 90th day before the anniversary date of his/her employment.

716 G. If an EAM is absent for 10 or more consecutive school days during a period of evaluation, the
717 evaluator may extend all timelines by the duration of the absence.

718 H. No adverse material, including but not limited to, student, parental, or school personnel complaints
719 originating after initial employment will be placed in his/her personnel file unless the EAM has
720 had an opportunity to review the material. Complaints against the EAM shall be put in writing

721 with names of the complainants, administrative action taken, and remedy clearly stated. The EAM
722 may submit a written notation regarding any material, including complaints, and the same shall be
723 attached to the file copy of the material in question. If the material to be placed in the file is
724 inappropriate or in error, the material will be corrected or expunged from the file, whichever is
725 appropriate. When an EAM is requested to sign material that is negative in nature and is placed in
726 the file, such signature shall be understood to indicate his/her awareness of the material but shall
727 not be interpreted to mean agreement with the content of the material. All evaluations, written or
728 oral, shall be based on the contents of the EAM's personnel file.

729 I. Any official reprimand which could be used for future disciplinary action will be in writing. Any
730 oral reprimand will be placed on a memo and will be placed on file within ten (10) school days or
731 will not be taken into account and will not be able to be used in any disciplinary action.

732 J. EAMs who are given unusual responsibilities, or a difficult situation in which to teach, such as
733 assignments outside of an EAM's area of preparation, or a large number of students with learning
734 or behavior problems, or large classes, poorly equipped teaching environment, in the Board's
735 opinion, will not be expected to meet the same standards of performance as other EAMs who may
736 be teaching in an ideal environment. Proper consideration shall be given to the EAMs who are so
737 assigned in their teaching situations.

738 K. Responsibilities of Principal in Tenure:

739 1. The building principal or immediate supervisor shall explain tenure to all new probationers
740 and explain the evaluation system to be used.

741 2. The building principal or immediate supervisor shall schedule at least two (2) probationer-
742 principal conferences per school year and one should be before November 15.

743 3. The building principal or immediate supervisor shall hold a conference with the probationer

744 within six (6) school days following observation.

745 4. The building principal or immediate supervisor shall be available to assist tenure EAM in
746 maintaining the high standards expected of those on tenure.

747 L. The Board agrees to comply with all requirements of the Freedom of Information Act (FOIA)
748 including the release of certain information on an EAM to parties filing FOIA requests with the
749 district. Various records and information of an employee are exempt under FOIA. The EAM will
750 be informed that a FOIA request has been made and the specific items being released under FOIA
751 from their personnel record. Medical, professional counseling, psychological records, and any
752 other records not subject to FOIA shall not be released to third parties absent the written consent of
753 the EAM or pursuant to a lawfully issued request, order or subpoena. The Board further agrees
754 that at the request of the EAM, all hearings regarding dismissal, suspension, allegations,
755 evaluations, or discipline conducted by the Board be held in closed session.

756 **ARTICLE 16**

757 **CORRECTIVE DISCIPLINE**

758 The corrective discipline process is progressive, it should be emphasized that in certain
759 circumstances, depending on the nature of the unacceptable conduct at issue, a first offense could be one
760 for which the staff member could be discharged. Accordingly, the nature of the incident itself determines
761 whether normal progressive steps of discipline are to be strictly followed.

762 **THE CORRECTIVE DISCIPLINE PROCESS**

- 763 1. A Level I (Oral) Warning
- 764 2. A Level II Reprimand
- 765 3. A Level III Reprimand
- 766 4. Suspension With Pay
- 767 5. Suspension Without Pay
- 768 6. Dismissal

769 **AREAS WHICH COULD INITIATE CORRECTIVE DISCIPLINE**

770 The following is not an exhaustive list of conduct that could initiate corrective discipline.

771 1. **NEGLECT OF DUTY:**

772 The person is expected to be on duty, in their assigned area, during work hours and doing their
773 assigned job.

774 2. **INSUBORDINATION:**

775 A failure to follow clear and reasonable orders, requests or directives.

776 3. **FAILURE TO PERFORM DUTIES PROPERLY:**

777 The employee has the ability and experience; but, for some reason, is not getting the job done.

778 4. **IMPROPER CONDUCT:**

779 The employee exhibits behavior which is in violation of written and/or unwritten expectations.

780 5. **INCOMPETENCY:**

781 The employee lacks the innate ability to successfully perform the job.

782 **LEVEL I WARNING**

783 This is intended as a vehicle for calling to the attention of the employee, behavior deemed inappropriate. It
784 is not placed in the Personnel File and is not followed by direct disciplinary action.

785 **REQUIREMENTS OF A LEVEL I WARNING**

- 786 1. State that you are issuing a Level I Warning - an oral warning.
- 787 2. Review the Directive, Rule, Order or Regulation which is the basis for the warning.
- 788 3. State the Failure of the employee to comply.
- 789 4. Emphasize the Expectation.
- 790 5. Always ask, "Is there anything I can do to help?"
- 791 6. Make an anecdotal record of Date, Time and Topic of the Discussion.
- 792 7. Offer the employee a copy of the notes.
- 793 8. Obtain signatures of employee and supervisor to confirm meeting took place.

794 **LEVEL II REPRIMAND (formerly oral)**

795 The purpose of a Level II Reprimand is to document that an inappropriate behavior has taken place without
796 being followed by direct disciplinary action.

797 **REQUIREMENTS OF A LEVEL II REPRIMAND**

- 798 1. State that you are issuing a Level II Reprimand or Warning.
- 799 2. Review the Directive, Rule, Order or Regulation which is the basis for disciplinary action.
- 800 3. State the Failure of the employee to comply.
- 801 4. Emphasize again, the Expectation - What is expected of the employee.

- 802 5. Always ask, ““Is there anything I can do to help?”
- 803 6. Offer a Plan of Assistance if appropriate.
- 804 7. Make an anecdotal record of Date, Time, and an Action taken, place in Personnel File.
- 805 8. Indicate that behavior could lead to disciplinary action if not corrected.
- 806 9. Offer employee a copy of the notes.
- 807 10. Obtain a signature confirming that the conversation has taken place.

808 **LEVEL III REPRIMAND - (formerly written)**

809 Level III reprimand represents a more serious infraction or the repetition of behaviors, which caused a
810 Level I reprimand to be issued. The Level II Reprimand will involve disciplinary action.

811 **Requirements of a Level III Reprimand**

- 812 1. State this: This document is a Level III Reprimand.
- 813 2. The document must include a quotation of the rule, regulation, directive or procedure, which was
814 violated.
- 815 3. The document must be specific and state facts such as date, time, places and any witnesses involved.
816 The reprimand must cite specific misconduct or offenses. Cite facts, which can be seen, heard, etc.,
817 (the five senses).
- 818 4. Outline previous Level I and/or Level II reprimands on this topic.
- 819 5. State that you are giving the staff member an opportunity to improve, and provide a Plan of
820 Assistance.
- 821 6. State that if compliance is noted, no further disciplinary action will be taken.
- 822 7. Give the staff member a copy of the letter. Do not mail it.
- 823 8. Forward a copy to the Personnel Files.
- 824 9. Obtain evidence that the staff member received a copy of the letter - signature.

825 **LEVEL IV - IMMEDIATE DISCIPLINARY ACTION**

826 The evaluation process is progressive and designed to improve the conduct or performance of the
827 employee. However, notwithstanding the fact that the process is progressive, it should be emphasized that
828 in certain circumstances, depending on the nature of the unacceptable conduct at issue, a first offense
829 could be one for which the staff member could be discharged. Accordingly, the nature of the incident
830 itself determines whether normal progressive steps of discipline are to be strictly followed.

831 The disciplinary action taken could include; in addition to, or in place of the Level I, II or III Reprimands
832 listed above:

- 833 1. Suspension with Pay
- 834 2. Suspension without Pay
- 835 3. Dismissal

836 **ARTICLE 17**

837 **JUST CAUSE**

- 838 A. An EAM of the Association shall be entitled to have present a representative of the Association
839 during any meeting which results in disciplinary action. Should disciplinary action need to occur
840 at a given meeting, the EAM will be advised, immediately, of the EAM's right to have an
841 Association representative present. When an EAM requests such representation, no further action
842 shall take place until the representative is present, except in cases of emergency.
- 843 B. If discharge or demotion of a tenured EAM is to be considered because of inadequacies observed
844 in the EAM's professional work with students, such action must minimally be preceded by:
- 845 1. Repeated observation of the inadequacies by more than one administrator through the
846 observation process described under EAM evaluations in the Agreement.
 - 847 2. Clear direction that the EAM must improve and consequences of failure to do so.
 - 848 3. Adequate opportunity for the EAM to make improvement.
 - 849 4. Reasonable assistance, as defined by the Michigan State Tenure Commission, from
850 administrators and school district resources are to be used to help the EAM improve.
- 851 C. No EAM shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any
852 professional advantage without just cause. Any such discipline, reprimand, or reduction in rank,
853 compensation, or advantage, shall be subject to the professional grievance procedure hereinafter set
854 forth. All information forming the basis for disciplinary action will be made available to the EAM
855 and the Association.

856 **ARTICLE 18**

857 **PROFESSIONAL BEHAVIOR**

- 858 A. EAMs are expected to comply with reasonable rules, regulations, and directions from time to time
859 adopted by the Board of Education or its representatives which are not inconsistent with the
860 provisions of this Agreement, providing that an EAM may reasonably refuse to carry out an order
861 which threatens physical safety or well-being. EAMs who reasonably believe that an
862 administrative directive is professionally demeaning must first comply with the directive but may
863 file a grievance and/or request expedited arbitration.
- 864 B. All EAMs shall cooperate fully in completing Student Evaluation Reports and all other reports
865 associated with their assigned responsibilities and shall file said reports in a timely manner when
866 requested. Recognizing that there are circumstances beyond the control of the district which affect
867 deadlines for such reports, where feasible advance notice of the deadline shall be provided. If the
868 deadline cannot be reasonably met due to circumstances beyond the employee's control, the
869 employee shall consult with his/her supervisor to consider other options. The Board assumes all
870 responsibility associated with Job Placement Student Evaluation Reports.

871 **ARTICLE 19**

872 **SENIORITY**

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

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

885 **ARTICLE 20**

886 **REDUCTIONS IN PERSONNEL AND**

887 **LAYOFF AND RECALL PROCEDURE**

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

892 **Layoff Procedure**

893 In order to promote an orderly reduction in personnel when the educational program, curriculum,
894 and staff is reduced by action of the Board, the following procedure will be used:

- 895 A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless
896 there is a senior employee who is certified, qualified, and available to perform the duties of the
897 position the probationary employee is vacating, or unless the position that the probationary
898 employee is vacating is being eliminated altogether. Qualified includes highly qualified where
899 applicable.
- 900 B. If the reduction of employees is still necessary, then senior employees in the specific positions
901 being reduced or eliminated shall be laid off on the basis of seniority, certification and
902 qualifications except as hereinafter provided. So long as certification and qualifications are
903 relatively equal as determined by the Board and both individuals meet the requirements of the
904 original posting, layoffs made pursuant to this section shall be made in inverse order of seniority,
905 i.e., those with the least seniority as defined in the seniority listing are to be laid off first. It is the
906 EAM's responsibility to keep the District informed of current qualifications and certifications. All
907 current qualifications and certifications must be on file with the Business Office on or before

908 March 1 of each year. The Board will determine certifications and qualifications based on
909 appropriate documents in the EAM's file as of that date.

910 C. An employee who is laid off pursuant to this Article has the right to be placed in a position
911 occupied by an employee with less seniority so long as the laid off employee is certified and
912 qualified to displace a less senior employee and to occupy the assignment held by that person. In
913 considering relative qualifications, the Administration will review the employee's ability to
914 perform the duties of the position, in accordance with the requirements of the posting for the
915 position and any qualifications and standards set forth in the No Child Left Behind (NCLB) Act of
916 2001 including the amendments accomplished by the Individuals with Disabilities Education
917 Improvement Act (IDEA) of 2004 applicable to the position.

918 **Recall Procedure**

919 A. An employee shall be eligible for recall from layoff for a period of three (3) calendar years from
920 the date of layoff.

921 B. Recall of an employee shall be in the inverse order of layoff, i.e., those laid off last will be recalled
922 first provided the employee is certified and qualified for the vacant position, and meets the
923 requirements of the original posting. Vacancies will not be posted if there is a laid off unit
924 member who is certified and qualified to fill that assignment.

925 C. The Board shall give written notice of recall from layoff by sending a certified letter to said EAM
926 at his/her last known address. It shall be the responsibility of the EAM to notify the Board of any
927 change in address. The EAM's address as it appears in the Board's records shall be conclusive
928 when used in connection with layoffs, recalls, or any other notice to the EAM. If the EAM fails to
929 acknowledge his/her availability for re-employment within five (5) calendar days after the date of
930 receipt of the letter of recall or fifteen (15) calendar days after mailing of recall notice, unless an

931 extension is granted in writing by the Board, said EAM shall be considered a voluntary quit and
932 shall completely terminate his/her individual employment contract and any other relationships
933 have had with the Board unless in conflict with tenure laws. Any EAM in a layoff status shall
934 have their recall rights terminated according to the Michigan Teachers Tenure Act, which is
935 currently three (3) years.

936 Upon recall to a position, bargaining unit members shall be entitled to all accumulated sick days
937 and seniority earned prior to said layoff.

938 D. Recall status of a laid-off probationary employee shall be for a period of six months (6) from the
939 effective date of layoff.

940 **ARTICLE 21**

941 **CONTINUITY OF OPERATIONS/SCHOOL CLOSURES**

- 942 A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage
943 in or assist in any unfair labor practice as defined by Section 10 of the Public Employment
944 Relations Act.
- 945 B. Nothing in this Article shall require the Board to keep schools open in the event of severe
946 inclement weather or when otherwise prevented by an act of God and nothing shall require EAMs
947 to report for work in such circumstances.
- 948 C. The Association agrees to not participate in any strike or work slowdown or work stoppage during
949 the term of this contract.
- 950 D. If and when it is necessary to close school in the event of severe inclement weather, or when
951 otherwise prevented by an act of God, the director of the department is responsible to notify the
952 public and as many personnel as possible. The standard means of communication will be through
953 radio stations WMIQ AND WJNR-FM of Iron Mountain, and radio station WIKB of Iron River.
954 When schools are closed due to the above conditions, EAMs shall not be required to report for
955 duty.
- 956 E. At the point in any school year when thirty (30) hours or whatever the state standard is at the time
957 for acts of God, cancellation and/or snow days have been given, the administration will provide to
958 the Association within one (1) week of the occurrence of the thirty (30) hours of acts of God,
959 cancellation/snow day, a schedule of anticipated make up days and hours of school operation
960 necessary for compliance with state requirements. In the event that additional cancellation/snow
961 days occur, a revised schedule will be provided to the Association according to the same time line.
962 The revised schedule shall be a joint decision with the Association and the Administration to meet

the state requirements for full state aid.

964 **ARTICLE 22**

965 **CALENDAR/MANDATORY IN SERVICE**

- 966 A. For the term of this Agreement the school calendar shall be as set forth in Appendix C. There shall
967 be no deviation from or change in the school calendar except by mutual agreement of the Board
968 and the Association.
- 969 B. No EAM will be required to remain after completion of the school calendar. "Work" is to be
970 defined for vocational education EAMs as having turned in all their grades, all their monies, and
971 completed all incompletes for the semester's work. See Appendix D (End of Year Check List).
- 972 C. Thirty (30) hours of professional development time for the duration of the contract with fifteen
973 (15) of said hours to be assigned at the discretion of administration which includes the opening
974 mandatory orientation session and the remaining fifteen (15) hours shall be related to the
975 employee's current assignment. Such hours shall be secured with prior approval by the
976 administrator and selected by the employee.
- 977 D. It is understood and agreed to by both parties that quality in service/professional development is
978 integral to professional growth and, therefore, both parties have committed to participate in thirty
979 (30) contract hours of professional development/in-service in each contract year. In-
980 service/professional development will be designed to meet the individual needs of each
981 department, as represented by this agreement.
- 982 It will be the responsibility of the Director of each department to outline, in writing, a plan for
983 professional development/in-service within the given department. It is suggested that this plan be
984 developed in cooperation with the given department's school development team and distributed to
985 the EAMs by the Director or his/her designee.
- 986 Attendance at all mandatory in-services will be uniformly enforced within each department.

987 Should members of the Education Association be unable to participate in the in-service
988 opportunities due to illness or personal commitment, sick leave or personal leave will be
989 respectively substituted on an hour to hour exchange based upon the length of the professional
990 development opportunity.

991 **ARTICLE 23**

992 **PROFESSIONAL COMPENSATION**

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

996 B. All EAMS, whether or not newly employed, may be given a maximum of five (5) school years
997 credit, otherwise defined as Step 4 on the current grid, on the salary schedule for outside teaching
998 and/or related work experience.

999 C. In the event an EAM completes academic work during the first semester that will enable him/her to
1000 move to a higher bracket on the salary schedule, he/she will be compensated at the new rate for the
1001 ensuing semester. No EAMS may move within the salary schedule to a higher bracket based on
1002 coursework, unless that coursework is at the graduate level and meets all of the following terms
1003 and conditions:

- 1004 1. EAM must provide documentation to the Board or its designated administrators that the EAM
1005 has successfully completed the requirements of the necessary graduate level course work.
- 1006 2. The graduate level course work must be related to the EAM's professional field.
- 1007 3. The graduate level coursework must be either in a planned program or have the prior written
1008 approval of the Superintendent or designee.
- 1009 4. The EAM is responsible for notifying the Business Office, in writing, not less than thirty (30)
1010 calendar days prior to the beginning of the next semester. Documentation must be provided
1011 within five (5) days of receipt from the educational institution.

1012 EAMs will be paid in a manner to conform to one of two options:

1013 **OPTION I** - One twenty-sixth (1/26) of the annual salary, less deductions. Included with this

1014 late payment, will be the total of withheld salary. Withheld salary to be included in the last
1015 payment of the school year.

1016 OPTION II - One twenty-first (1/21) of the annual salary, less deductions. The final payment
1017 will be on the pay period following the end of the school year. EAMs may elect either plan.

1018 D. The salary schedule is based upon the regular school calendar as set forth in the appendix and the
1019 normal workload as defined in the Agreement. All EAMs requiring a Master's Degree as the
1020 minimum qualification for their position will be paid on the corresponding MA level as
1021 appropriate. All EAMs hired after July 1, 2005 will be placed on the lane corresponding to the
1022 highest terminal degree possessed by the EAM related to their position and any further lane
1023 movement will be associated with either pre-approved graduate level credits/SB-CEUs or
1024 additional terminal graduate degrees.

1025 E. All EAMs shall be compensated in accordance with the provisions of this Article and the annexed
1026 schedules without deviation.

1027 MILEAGE

1028 EAMs required in the course of their work to drive personal automobiles from one school building
1029 to another, shall receive a car allowance at the federal/state approved mileage rate. The same allowance
1030 shall be given for use of personal cars for field trips or other business of the District. It is understood that
1031 the EAM is primarily responsible for automobile insurance during the course of a normal working day.
1032 However, because of the nature of many EAM schedules, the Board agrees to provide additional liability
1033 insurance in the form of an umbrella policy to all EAMs.

1034 PART TIME

1035 Part-time EAMs shall receive one-fifth (1/5) of their salary step if scheduled to instruct one (1)
1036 hour, two-fifths (2/5) for instructing two (2) hours, three-fifths (3/5) for instructing three (3) hours, etc.

1037 The part-time contract will require the individual to remain at the work site for the same fractional part of
1038 the preparation time in addition to the instructional time. All EAMs must obtain five-fifths year or more
1039 of experience before advancing a step on the salary schedule. Adjustments will be made at the beginning
1040 of each semester.

1041 **ANNUITIES**

1042 When an EAM has made proper application, the Board agrees to make deductions each pay period
1043 and remit funds for tax deferred annuities every month, beginning in September.

1044 **CEUs AND TUITION REIMBURSEMENT**

1045 An EAM may apply to the board, through its administration, for tuition paid CEUs related to work
1046 assignment or graduate level course work, up to \$600.00 per July 1 - June 30 per EAM. If approved, the
1047 EAM must provide original evidence provided by the School/Institution, of successful completion of the
1048 graduate level course, graduate level credits and/or CEUs earned, if any. Upon receipt of such evidence,
1049 the Board will reimburse the EAM for the cost of tuition for the approved schooling. Such schooling may
1050 be used, if applicable, for movement on the salary schedule of the Master Agreement, commencing with
1051 next successive ISD semester. The following formula shall be used in determining how Continuing
1052 Education Units (CEUs) will be applied for credit:

1053	10 contact hours	= 1 CEU
1054	30 contact hours	= 1 semester hour credit
1055	3 CEU's	= 1 semester hour credit

1056 Only CEUs obtained through the above approval process during employment with the DIISD will
1057 be credited toward movement on the salary schedule.

1058 **EXTENDED CONTRACT**

1059 Extended contracts for EAMs shall be determined on a departmental basis. The rate of pay shall

1060 be determined on a departmental basis. The rate of pay shall be established at the EAMs normal daily rate
1061 based on the salary schedule.

1062

PROFESSIONAL FEES

1063 The Board will contribute an amount not to exceed \$165.00 to help defray the membership fees of
1064 professional organizations per EAM per year. The EAM will provide documentation of professional
1065 organization membership and associated cost prior to payment. (Not Association dues or fees.)

1066 **ARTICLE 24**

1067 **SPECIAL TEACHING ASSIGNMENTS**

- 1068 A. Assignments for summer school programs will be made by the Board on the basis of preference to
1069 certified EAMs possessing permanent or continuing certificates regularly employed in the District
1070 during the normal school year. Payment for summer programs shall be negotiated. EAM
1071 assignments shall be mutually agreed upon between Administration and the EAM.
- 1072 B. The Board shall provide substitute teachers, if available, when the regular EAM is absent. The
1073 Board agrees at all times to maintain a list of available substitute teachers. If class is in session and
1074 no substitute teacher is available, then the class will be supervised by certified personnel.
- 1075 C. Supervision by an EAM of a student teacher shall be voluntary and no EAM shall supervise more
1076 than one such student teacher per school year, except in areas of shortages and agreed to by the
1077 Board or its representatives and the Association. An EAM supervising a student teacher shall be
1078 paid an amount equal to the amount paid to the Board, for this purpose, by the university or college
1079 from which the student teacher will receive credit.
- 1080 D. Any state-mandated assignment, over and above the state prescribed student contact days/hours
1081 and the required professional development days: five (5) days or thirty (30) hours shall not be
1082 obligatory but shall be with the consent of the EAM. Preference in making such assignments will
1083 be given to the EAM who is employed in that position affected by mandated assignment. If that
1084 EAM does not want the position, the Board has the right to fill the position which is available, or
1085 the Board can hire someone outside the unit if no qualified bargaining unit member is available.

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1076 than one such student teacher per school year, except in areas of shortages and agreed to by the
1077 Board or its representatives and the Association. An EAM supervising a student teacher shall be
1078 paid an amount equal to the amount paid to the Board, for this purpose, by the university or college
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1082 obligatory but shall be with the consent of the EAM. Preference in making such assignments will
1083 be given to the EAM who is employed in that position affected by mandated assignment. If that
1084 EAM does not want the position, the Board has the right to fill the position which is available, or
1085 the Board can hire someone outside the unit if no qualified bargaining unit member is available.

1086 **ARTICLE 25**

1087 **EMPLOYER SUPPORT OF STUDENT DISCIPLINE**

1088 Teachers shall be responsible for creating and maintaining conditions conducive to learning and
1089 discipline.

1090 The employer recognizes its responsibilities to give all reasonable support and assistance to
1091 teachers with respect to the maintenance of control and discipline. The district recognizes the need to have
1092 reasonable rules established for student conduct. At the beginning of each school year, the District will
1093 publish to all students and staff of the District a copy of all rules of conduct for students as shall be in
1094 effect at the time. Any change in the rules during the school year shall be similarly published before said
1095 rules shall become effective. In addition to the rules set forth above, each teacher may establish additional
1096 rules for students during the time said students are in his/her charge. The Board recognizes the regular
1097 classroom EAM may not be required to assume extraordinary duties beyond those mandated by the
1098 student's IEPC. Further, a regular classroom EAM may request an administrative review of placement
1099 and/or program concerning a unique student. Such review will take place within ten (10) contract days,
1100 and to involve appropriate advisory personnel. Whenever it appears a student may need specialized help,
1101 the EAM shall report this perceived need, in writing, to the EAM's immediate supervisor as soon as
1102 possible. The administrator and the EAM will, with prudent haste, develop and put into effect a plan of
1103 action which will best serve the needs of the student and EAM while preserving an appropriate discipline
1104 and learning atmosphere for other students in the classroom.

1105 Teachers may use such reasonable physical force to remove or restrain a student who refuses to
1106 cease disruptive conduct after being asked, in order to maintain appropriate control of a classroom or other
1107 school setting.

1108 **ARTICLE 26**

1109 **PROFESSIONAL GRIEVANCE PROCEDURE**

- 1110 A. A claim by an EAM or the Association that there has been a violation or misapplication of any
1111 provision of this Agreement may be processed as a grievance as hereinafter provided. Any rule,
1112 order, or regulation of the Board may be processed as a grievance as it affects the members of the
1113 bargaining unit as hereinafter provided.
- 1114 B. Level I - Ongoing informal discussion between staff and administration may take place prior to the
1115 filing of a grievance, without setting precedent. The grievance is to be presented to the grievant's
1116 immediate supervisor within fifteen (15) school days of the claimed violation or misapplication of
1117 any provision of this agreement. Within three (3) school days of the receipt of the grievance, a
1118 mutually agreed upon meeting must be scheduled. Disposition will occur within ten (10) school
1119 days from the date of the meeting.
- 1120 C. Level II - If the grievance is unresolved at Level #1, the grievance will be submitted to the Board
1121 of Education within ten (10) school days of the disposition at Level #1. The Personnel Committee
1122 of the board will address the issue within ten (10) school days of the date of the receipt of the
1123 Grievance at Level #2. The Board of Education will hold a hearing at their next scheduled Board
1124 Meeting following the Personnel Committee meeting. Disposition will occur within seven (7)
1125 school days from the date of the Board Hearing.
- 1126 D. Level III - If resolution is not achieved in Level #2, the Union/Association has fifteen (15) school
1127 days from the date of disposition at Level #2 in which to file for Arbitration.
1128 The arbitrator shall be agreed upon by the Board and the Association, or if no agreement is reached
1129 within five (5) school days of notice of appeal to arbitration, the parties agree to utilize the services
1130 of the American Arbitration Association as arbitrators.

1131 The arbitrator in making his/her decision shall not change, alter or modify, nor shall he/she add to
1132 or subtract from any term or provision of this Agreement and shall be limited to deciding whether
1133 the Board has violated the expressed Articles or sections of this Agreement. The arbitrator may
1134 reinstate and/or make the grievant whole. The parties agree that an arbitrator's decision, if made in
1135 accordance herewith, shall be final and binding upon them.

1136 In addition to other restriction in this Article, the arbitrator shall have no power to rule on the
1137 following:

- 1138 1. The termination of services or failure to re-employ any probationary EAM for other than
1139 contractual or procedural violations of this Agreement.
- 1140 2. The termination of services or failure to re-employ any EAM to a position on the extra
1141 curricular schedule.
- 1142 3. Any claim or complaint subject to the procedures specified in the Tenure Act (Act IV, Public
1143 Acts, extra session, of 1937 of Michigan, as amended, including the amendments of 1967.)
- 1144 4. To add to, subtract from, or otherwise modify the expressed terms and conditions of this
1145 agreement.
- 1146 5. Rule on an issue previously barred from the scope of the grievance procedures.
- 1147 6. Establish wage scales.
- 1148 7. The content of an evaluation issued to a tenure or probationary teacher.

1149 However, dismissal based on an unsatisfactory evaluation of an EAM who has successfully
1150 completed the probationary period and is not eligible to acquire classroom teacher tenure may be

1151 submitted to arbitration.

1152 E. The fees and expenses of the arbitrator shall be paid by the loser as determined by the arbitrator.

1153 F. The time limits provided in this Article shall be strictly observed or the grievance shall be deemed
1154 to be waived, except that limits may be extended by written agreement of the parties. In the event
1155 a grievance is filed after May 1 of any year and strict adherence to the time limits may result in
1156 hardship to any party, the Board shall process such grievance prior to the end of the school term or
1157 as soon thereafter as possible.

1158 G. Miscellaneous:

1159 1. A grievance may be withdrawn at any level without prejudice or record.

1160 **ARTICLE 27**

1161 **INSURANCE PROTECTION**

1162 A. The Board shall make available to the EAM the following insurance protection plans offered by
1163 the Michigan Education Special Services Association for the full 12 months: Super Care I or
1164 CHOICES II, (2009-10, 2010-11, 2011-12) as selected by the DIISDEA or the EAM. Any
1165 insurance benefits provided for herein shall be subject to the terms and conditions specified in the
1166 School District's MESSA Group Insurance Policies. The Board, by payment of any premium
1167 payments required to provide coverage as agreed upon, shall be relieved from all liability with
1168 respect to any insurance benefits provided in this agreement. Any change in carriers shall be
1169 derived at through mutual agreement between the Board and the Association.

1170 B. Coverage for the 2009-2010 contract year include one of the following options, as selected by the
1171 employee:

1172 1. Plan A: Full Super Care I including basic hospital and major medical protection with a 100/200
1173 dollar deductible reimbursed to the employee when documentation of payment from the
1174 insurance company is provided by the employee or CHOICES II, \$5.00 Prescription Co-pay,
1175 MESSA/Delta Dental Plan 100/90/90/90: \$3,000; \$2,000, Vision VSP-3 Gold, and \$20,000
1176 Accidental Death and Dismemberment life insurance, Long Term Disability. The Board will
1177 pay up to their portion of \$907.00 per month in health insurance and additional benefits for full
1178 time employees beginning on July 1, 2009 to June 30, 2010. The Board will contribute toward
1179 the cost of the premium for full time EAMS who select Plan A during the 2009-2010 school
1180 year an insurance adjustment index of up to \$401.00 per month from July 1, 2009 through June
1181 30, 2010.

1182 2. Plan B: Association members not using the full Super Care I or CHOICES II (Plan A) will

1183 have MESSA/Delta Dental Plan 100/90/90/90: \$3,000; \$2,000, Vision VSP-3 Gold, \$40,000
1184 Accidental Death and Dismemberment life insurance, and \$5.00 Co-pay prescription card,
1185 Long Term Disability (66 and 2/3%), for a total value not to exceed \$9,000.00 inclusive of the
1186 cost to Plan B with the balance paid in cash on a pro-rated payroll basis

1187 C. Coverage for the 2010-2011 Contract Year include one of the following options, as selected by
1188 the employee:

1189 1. Plan A: Full Super Care I including basic hospital and major medical protection with a 100/200
1190 dollar deductible reimbursed to the employee when documentation of payment from the
1191 insurance company is provided by the employee or CHOICES II, \$5.00 Prescription Co-pay,
1192 MESSA/Delta Dental Plan 100/90/90/90: \$3,000; \$2,000, Vision VSP-3 Gold, and \$20,000
1193 Accidental Death and Dismemberment life insurance, Long Term Disability. The Board will
1194 pay up to their portion of \$907.00 per month in health insurance and additional benefits for full
1195 time employees beginning on July 1, 2010 to June 30, 2011. The Board will also contribute
1196 toward the cost of the premium for full time EAMS who select Plan A during the 2010-2011
1197 school year, an insurance adjustment index of up to \$436.00 per month from July 1, 2010
1198 through June 30, 2011.

1199 2. Plan B: Association members not using the full Super Care I or CHOICES II (Plan A) will have
1200 MESSA/Delta Dental Plan 100/90/90/90: \$3,000; \$2000, Vision VSP-3 Gold, \$40,000
1201 Accidental Death and Dismemberment life insurance, and \$5.00 Co-pay prescription card,
1202 Long Term Disability (66 and 2/3%), for a total value not to exceed \$9,000.00 inclusive of the
1203 cost of Plan B with the balance paid in cash on a pro-rated payroll basis.

1204 D. Coverage for the 2011-2012 Contract Year include one of the following options, as selected by the
1205 employee:

- 1206 1. Plan A: Full Super Care I including basic hospital and major medical protection with a
1207 100/200 dollar deductible reimbursed to the employee when documentation of payment from
1208 the insurance company is provided by the employee or CHOICES II, \$5.00 Prescription Co-
1209 pay, MESSA/Delta Dental Plan 100/90/90/90: \$3,000; \$2,000, Vision VSP-3 Gold and
1210 \$20,000 Accidental Death and Dismemberment life insurance, Long Term Disability. The
1211 Board will pay up to their portion of \$907.00 per month in health insurance and additional
1212 benefits for full time employees beginning on July 1, 2011 to June 30, 2012. The Board will
1213 also contribute toward the cost of the premium for full time EAMS who select Plan A during
1214 the 2011-2012 school year, an insurance adjustment index of up to \$473.00 per month from
1215 July 1, 2011 through June 30, 2012.
- 1216 2. Plan B: Association members not using the full Super Care I or Choices II (Plan A) or will
1217 have MESSA/Delta Dental Plan 100/90/90/90: \$3,000; \$2,000, Vision VSP-3 Gold, \$40,000
1218 Accidental Death and Dismemberment life insurance, and \$5.00 Co-pay prescription card,
1219 Long Term Disability (66 and 2/3 %), for a total value not to exceed \$9,000.00 inclusive of the
1220 cost of Plan B with the balance paid in cash on a pro-rated basis.
- 1221 E. The balance of any increase in health care insurance and additional benefits package for Plan A
1222 and Plan B participants will be paid in full by the employee utilizing a prepayment or payroll
1223 deduction method.
- 1224 F. Association members completing partial year employment and terminated by Board decision shall
1225 have insurance premium paid by the Board beyond their final day on the job for a period of time in
1226 proportion to the number of days worked.
- 1227 G. Insurance and option pro-ration:
- 1228 1. Part time EAMs of district may participate in Super Care I or CHOICES II health insurance on

1229 a pro-rated basis if they are employed for 50% or more of a full time position. Example: A
1230 50% time employee would receive board participation at a rate of 50% of the board covered
1231 premium.

1232 2. Participation in the insurance option package by a part time EAM shall be pro-rated on the
1233 same percentage basis.

1234 3. Part time employment of an EAM for 80% or more of full time shall be considered as full time
1235 employment for health insurance or insurance option purposes. See Article 23: Part Time.

1236 3. For Dental and Vision insurance purposes, 50% employment constitutes availability in this
1237 program.

1238 H. Negotiated LTD (Long Term Disability): 66 2/3%, with maximum monthly salary allowance of
1239 \$3,750; \$2,500 maximum monthly income; 90 calendar days straight wait;
1240 Alcohol/Drug/Mental/Nervous is considered the same as any other illness; family/social security
1241 offset; 2 year own occupation; 5% minimum payout; pre-existing condition waiver is included;
1242 includes a freeze on offsets.

1243

ARTICLE 28

1244

RETIREMENT INCENTIVE OR SEVERANCE PLAN

1245

RETIREMENT INCENTIVE:

1246

Terms of the Early Retirement Incentive plan are:

1247

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

1248

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

1249

3. An Association member seeking early retirement must make application in writing to the

1250

Board of Education, using the form found in the Appendix, by April 1 of the year of

1251

retirement.

1252

4. The EAM seeking early retirement must qualify and make application for retirement under

1253

the Michigan teacher retirement system.

1254

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

1255

6. The insurance supplement by the Board will not be granted if the retiree is eligible for

1256

retirement medical health insurance. If the retiree is eligible for partial retirement

1257

insurance coverage, the Board shall pay the difference between said coverage and the

1258

negotiated monthly amount of insurance (\$100.00).

1259

7. The Retirement incentive benefit will be paid to the retiree or the surviving designated

1260

beneficiary in case of retiree's death.

1261

8. Only EAMs on the payroll as of 6-30-01 are eligible for the retirement incentive benefit,

1262

provided all other stipulations are met.

1263

9. The plan will be activated by the board only when activation would save enough money to

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cover all costs to the district.

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ARTICLE 28

RETIREMENT INCENTIVE OR SEVERANCE PLAN

RETIREMENT INCENTIVE:

Terms of the Early Retirement Incentive plan are:

1. Must have a minimum of ten (10) years of service with the ISD.
2. Must qualify for sixty (60) percent or more of full retirement.
3. An Association member seeking early retirement must make application in writing to the Board of Education, using the form found in the Appendix, by April 1 of the year of retirement.
4. The EAM seeking early retirement must qualify and make application for retirement under the Michigan teacher retirement system.
5. The EAM will forfeit any and all recall rights and all accumulated seniority.
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).
7. The Retirement incentive benefit will be paid to the retiree or the surviving designated beneficiary in case of retiree's death.
8. Only EAMs on the payroll as of 6-30-01 are eligible for the retirement incentive benefit, provided all other stipulations are met.
9. The plan will be activated by the board only when activation would save enough money to cover all costs to the district.

Incentive Retirement Payout Plan:

1265			
1266	First Year	-	\$5,500
1267	Second Year	-	\$5,000
1268	Third Year	-	\$5,000
1269	Fourth Year	-	\$5,000
1270	Fifth Year	-	\$4,500

1271 Plus insurance supplement to retirement. Insurance up to \$100.00 per month. The district
1272 supplement plus the retirement insurance shall not exceed the monthly insurance premium cost.

1273 **SEVERANCE PLAN:**

1274 Terms of the Severance plan are:

- 1275 1. Must have a minimum of ten (10) years of service with the ISD.
- 1276 2. Must qualify for sixty (60) percent or more of full retirement.
- 1277 3. An Association member seeking severance must make application in writing to the Board
1278 of Education, using the form found in the Appendix, by April 1 of the year of retirement.
- 1279 4. The EAM seeking severance must qualify and make application for retirement under the
1280 Michigan teacher retirement system.
- 1281 5. The EAM will forfeit any and all recall rights and all accumulated seniority.
- 1282 6. The EAM will have a limit of 150 days for use as sick leave but will be paid off on the
1283 total amount of days accumulated up to a maximum of 300 days.
- 1284 7. The EAM will also be paid a flat rate of \$50.00 per year of service to the DIISD district.
- 1285 8. Only EAMs placed on the payroll after 6-30-01 are eligible for the severance benefit under
1286 this contract, provided all other stipulations are met.

- 1287 9. The payoff would be spread equally across five years.
- 1288 10. The plan will be activated by the board on a yearly basis only when activation would save
- 1289 enough money to cover all costs to the district.

1290 Severance Plan:

1291	0-100 days of accumulated sick leave	\$20.00 per day
1292	101-149 days of accumulated sick leave	\$40.00 per day
1293	150-199 days of accumulated sick leave	\$60.00 per day
1294	200-300 days of accumulated sick leave	\$80.00 per day

1295 and

1296 Years of Service to the District X \$50.00 per full year of service

1297 All payments made under this Plan shall be to a 403b tax deferred annuity account of the retiree.

1298 Dickinson-Iron ISD established a Special Pay Plan effective June 1, 2006. This permits the school system

1299 to pay unused sick leave, or terminal pay in a 403 (b) tax advantaged manner. Participants that are 55 or

1300 older in the calendar year of retirement may elect to withdraw funds from the Special Pay Plan without

1301 I.R.S. penalty. Eligible participants under the age of 55 are subject to a ten percent (10%) early withdrawal

1302 penalty by the I.R.S. Accordingly, the Dickinson-Iron ISD will make the under 55 employee whole by

1303 paying the difference of 2.35% between the 10% early withdrawal penalty and the employee's 7.65%

1304 savings on social security taxes if the participant decides to withdraw funds. The DIISD will make only

1305 one early payment adjustment per year, upon written notification from the participant of intent to

1306 withdraw. Payments for retirement by the Dickinson-Iron ISD into the plan for staff shall be paid no later

1307 than July 15, on an annual basis following the date of retirement pursuant to the master agreement.

1308 Terminal leave payment dates for staff will be determined on a case by case basis.

1309 **ARTICLE 29**

1310 **NEGOTIATION PROCEDURES**

- 1311 A. It is contemplated that terms and conditions of employment provided in this Agreement shall
1312 remain in effect until altered by mutual agreement in writing between the parties. Nevertheless,
1313 because of the special nature of the public educational process, it is likewise recognized that
1314 matters may from time to time arise of vital mutual concern to the parties which have not been
1315 fully or adequately negotiated between them. It is in public interest that the opportunity for mutual
1316 discussion of such matters be provided. The parties accordingly undertake to cooperate in
1317 arranging meetings, selecting representatives for discussion, furnishing necessary information and
1318 otherwise constructively considering and resolving any such matters.
- 1319 B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations
1320 will be undertaken for an Agreement covering the next school year.
- 1321 C. Neither party in any negotiations shall have any control over the selection of the negotiating or
1322 bargaining representatives of the other party and each party may select its representatives from
1323 within or outside the school district. While no final agreement shall be executed without
1324 ratification by the Association and the Board of Education, the parties mutually pledge that their
1325 representatives will be clothed with all necessary power and authority to make proposals, consider
1326 proposals, and make concessions in the course of negotiations.
- 1327 D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the
1328 mediation machinery of the State Labor Mediation Board or take any other lawful measures it may
1329 deem appropriate.

1330 **ARTICLE 30**

1331 **MISCELLANEOUS PROVISIONS**

- 1332 A. No polygraph or lie detector device shall be used by the Board in any investigation of any EAM.
- 1333 B. This Agreement shall constitute the full and complete commitments between the Board and the
1334 Association and may be altered, changed, added to, deleted from or modified only through the
1335 voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.
- 1336 C. Any individual contract between the Board and an individual EAM heretofore executed shall be
1337 subject to and consistent with the terms and conditions of this Agreement and any individual
1338 contract hereafter executed shall be expressly made subject to and consistent with the terms of this
1339 or subsequent agreements to be executed by the parties. If an individual contract contains any
1340 language inconsistent with this Agreement, this Agreement, during its duration shall be
1341 controlling.
- 1342 D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
1343 contrary to its terms. The provisions of this Agreement shall be incorporated into and be
1344 considered part of the established policies of the Board.
- 1345 E. If any provision of this Agreement or any application of the Agreement to any EAM or group of
1346 EAMs shall be found contrary to law, then such provision or application shall not be deemed valid
1347 and subsisting except to the extent permitted by law, but all other provisions or applications shall
1348 continue in full force and effect.
- 1349 F. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all
1350 EAMs now employed, or hereafter employed.
- 1351 G. The Board will not require any EAM to serve on any telecommunication planning committee

1352

without first negotiating with the Association.

1353 **ARTICLE 31**

1354 **ALCOHOLISM & DRUG ABUSE**

1355 The District's concern in this agreement is limited to alcoholism and drug abuse problems which
1356 cause poor attendance and unsatisfactory performance on the job. Such problems will be handled in a
1357 confidential manner.

1358 Although the Association and the Board jointly recognize that alcoholism and drug abuse are
1359 illnesses and shall be treated as such, EAMs are responsible for their actions and may be disciplined or
1360 dismissed for just cause.

1361 Any EAM with an alcohol or drug abuse problem who requests diagnosis and/or treatment will not
1362 jeopardize his/her job rights or job security. Sick leave may be used for treatment of alcoholism and drug
1363 abuse if the employee participates in a recognized and accepted rehabilitation program. The employee
1364 must complete an approved program and can utilize this provision only twice.

1365 All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the
1366 respective EAM and Association representative. If an administrator observes an EAM experiencing
1367 difficulties in maintaining his/her performance, and those difficulties, in the opinion of the administrator,
1368 are due to alcohol and/or drug abuse, said administrator will discuss the apparent difficulties with the
1369 EAM at a specially scheduled meeting. The EAM shall be afforded the right to: have appropriate
1370 Association representatives present at such meeting. If at any time the EAM cannot perform his/her duties
1371 for that day, the EAM will be requested to take immediate sick leave.

1372 The right of the EAM to submit to diagnosis and/or treatment must be made prior to actual charges
1373 filed with the Tenure Commission for dismissal. The administrator will give advanced written notice to
1374 the EAM prior to the actual filing of said charges.

1375 **ARTICLE 32**

1376 **SCHOOL DEVELOPMENT**

1377 School Development is a joint planning and problem-solving process that seeks to improve the
1378 quality of life in the school and the delivery of quality education. The Board and the Association agree
1379 that employee participation in decision making is a process for involving employees in decision making
1380 through joint planning and problem solving. The provisions which follow are agreed to for the purpose of
1381 establishing the expressed conditions which shall govern the school development plan in the DIISD.

1382 A. No section of the school development plan shall be in conflict with or supersede the terms of the
1383 collective bargaining agreement between the parties.

1384 B. The collective bargaining agreement shall not be modified either formally or informally in
1385 connection with the implementation of the school development plan except as mutually agreed in
1386 writing by the Board and the Association.

1387 C. Participation by the employee in any school development plan is voluntary and such participation
1388 or non-participation shall not be used for evaluation, discipline, or discharge.

1389

ARTICLE 33

1390

COMMUNICABLE DISEASES

1391

It is recognized that students with chronic or ongoing communicable diseases whose transmittal

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can be avoided by reasonable hygienic procedures and environmental management may, given individual

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circumstances of the case, not be excluded from school. The Employer will provide the Association, prior

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to adoption or implementation of any policy dealing with communicable diseases, notice and opportunity

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to bargain procedures as they impact on the working conditions and health and safety of bargaining unit

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members. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy

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or law, to attend school, all employees having contact with the student shall be given advance notice, if

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allowed by law, of the child's placement and/or return to school. The District shall provide in-service

1399

instruction in hygienic practices and management to members coming into contact with students having

1400

such communicable diseases.

DURATION OF AGREEMENT

This Agreement shall continue in effect until the 30th Day of June, 2012. 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: Richard Henrion
Richard Henrion, Contract Maintenance - TE

BY: Randy VanDenHeuvel
Randy VanDenHeuvel, DIISD-EA President

DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

BY: Hans Baij
Hans Baij, Board President

BY: Johanna M. Ostwald
Johanna M. Ostwald, Superintendent

MICHIGAN EDUCATION ASSOCIATION

BY: Janice Gayan
Janice Gayan, MEA Representative

DATED THIS 26th DAY OF August, 2009.

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 ME 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 _____

APPENDIX B

PROFESSIONAL IMPROVEMENT STATUS REPORT

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

NAME _____ AGE _____ HOME PHONE _____

POSITION HELD _____

CREDIT HOURS ACQUIRED TOWARD A DEGREE _____

CREDIT HOURS ACQUIRED DURING PREVIOUS SEMESTER _____

NUMBER OF CREDIT HOURS NEEDED FOR A DEGREE _____

CREDIT HOURS NEEDED FOR A DEGREE _____

ESTIMATED DATE OF DEGREE AWARD _____

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
2009-2010 SCHOOL CALENDAR

September 2 and 3, 2009		Professional Development
September 8, 2009		First Day of School
November 16, 2009		Deer Day
November 26 and 27, 2009		Thanksgiving Break
December 23, 2009 through January 1, 2010		Holiday Break
February 15, 2010		Winter Break
April 2, 2010 through April 9, 2010		Spring Break
May 31, 2010		Memorial Day
June 8, 2010		Last Day of School

September	17 student + 2 PD	
October	22	.5 day
November	18	
December	16	
January	20	
February	19	
March	23	.5 day
April	16	
May	20	
June	6	

177 Student Days

2 Professional Days

1 Day Parent Teacher/Records (.5 of a day each)

180 Total Days

**30 hours of in-service
according to Article 22**

APPENDIX C
 DICKINSON-IRON INTERMEDIATE
 SCHOOL DISTRICT
 2010-2011 SCHOOL CALENDAR

September 1 and 2, 2010		Professional Development
September 7, 2010		First Day of School
November 15, 2010		Deer Day
November 25 and 26, 2010		Thanksgiving Break
December 22, 2010 through January 1, 2011		Holiday Break
February 21, 2011		Winter Break
April 4, 2011 through April 8, 2011		Spring Break
May 30, 2011		Memorial Day
June 7, 2011		Last Day of School

September	18 student + 2 PD	
October	21	.5 day
November	19	
December	15	
January	21	
February	19	
March	23	.5 day
April	15	
May	21	
June	5	

177 Student Days

2 Professional Days

1 Day Parent Teacher/Records (.5 of a day each)

180 Total Days

**30 hours of in-service
 according to Article 22**

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 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!

EAM 2009-2010 SALARY SCHEDULEBASED ON 2.00%

POSITION	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	BA/BS+40 MA+8	BA/BS+60 MSW & PSY MA+32
	A	B	C	D	E	F
0	\$34,387	\$35,611	\$36,835	\$38,062	\$39,285	\$40,509
1	\$36,285	\$37,586	\$38,889	\$40,186	\$40,485	\$42,787
2	\$38,183	\$39,561	\$40,937	\$42,312	\$43,692	\$45,061
3	\$40,082	\$41,531	\$42,984	\$44,438	\$45,889	\$47,345
4	\$41,980	\$43,508	\$45,036	\$46,566	\$48,090	\$49,622
5	\$43,877	\$45,480	\$47,085	\$48,688	\$50,294	\$51,900
6	\$45,775	\$47,454	\$49,135	\$50,812	\$52,492	\$54,017
7	\$47,671	\$49,429	\$51,185	\$52,938	\$54,696	\$56,453
8	\$49,571	\$51,402	\$53,234	\$55,065	\$56,900	\$58,731
9	\$51,469	\$53,379	\$55,285	\$57,192	\$59,099	\$61,003
10	\$53,440	\$55,429	\$57,414	\$59,401	\$61,385	\$63,366

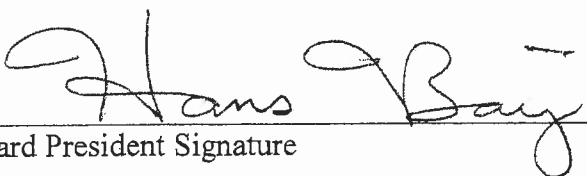
LONGEVITY SHOWN ON STRAIGHT HOURS

11-15	\$900	\$54,340	\$56,329	\$58,314	\$60,301	\$62,285	\$64,266
16-20	\$1,000	\$55,340	\$57,329	\$59,314	\$61,301	\$63,285	\$65,266
21-25	\$1,100	\$56,440	\$58,429	\$60,414	\$62,401	\$64,385	\$66,366
26-30	\$1,200	\$57,640	\$59,629	\$61,614	\$63,601	\$65,585	\$67,566

SALARY CALCULATIONS

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

SEVEN HOUR STAFF WILL RECEIVE 12% ABOVE THE BASE


 Board President Signature

August 26, 2009
 Date

EAM 2010-2011 SALARY SCHEDULEBASED ON 1.75%

POSITION	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	BA/BS+40 MA+8	BA/BS+60 MSW & PSY MA+32
	A	B	C	D	E	F
0	\$34,989	\$36,234	\$37,480	\$38,728	\$39,972	\$41,218
1	\$36,920	\$38,244	\$39,570	\$40,889	\$42,211	\$43,536
2	\$38,851	\$40,253	\$41,653	\$43,052	\$44,457	\$45,850
3	\$40,783	\$42,258	\$43,736	\$45,216	\$46,692	\$48,174
4	\$42,715	\$44,269	\$45,824	\$47,381	\$48,932	\$50,490
5	\$44,645	\$46,276	\$47,909	\$49,540	\$51,174	\$52,808
6	\$46,576	\$48,284	\$49,995	\$51,701	\$53,411	\$54,962
7	\$48,505	\$50,294	\$52,081	\$53,864	\$55,653	\$57,441
8	\$50,438	\$52,302	\$54,166	\$56,029	\$57,896	\$59,759
9	\$52,370	\$54,313	\$56,252	\$58,193	\$60,133	\$62,071
10	\$54,375	\$56,399	\$58,419	\$60,441	\$62,459	\$64,475


LONGEVITY SHOWN ON STRAIGHT HOURS

11-15	\$900	\$55,275	\$57,299	\$59,319	\$61,341	\$63,359	\$65,375
16-20	\$1,000	\$56,275	\$58,299	\$60,319	\$62,341	\$64,359	\$66,375
21-25	\$1,100	\$57,375	\$59,399	\$61,419	\$63,441	\$65,459	\$67,475
26-30	\$1,200	\$58,575	\$60,599	\$62,619	\$64,641	\$66,659	\$68,675

SALARY CALCULATIONS

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

SEVEN HOUR STAFF WILL RECEIVE 12% ABOVE THE BASE


Board President Signature

August 26, 2009

Date

EAM 2011-2012 SALARY SCHEDULEBASED ON 1.75%

POSITION	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	BA/BS+40 MA+8	BA/BS+60 MSW & PSY MA+32
	A	B	C	D	E	F
0	\$35,601	\$36,868	\$38,136	\$39,406	\$40,672	\$41,939
1	\$37,566	\$38,913	\$40,262	\$41,605	\$42,950	\$44,298
2	\$39,531	\$40,957	\$42,382	\$43,805	\$45,235	\$46,652
3	\$41,497	\$42,998	\$44,501	\$46,007	\$47,509	\$49,017
4	\$43,463	\$45,044	\$46,626	\$48,210	\$49,788	\$51,374
5	\$45,426	\$47,086	\$48,747	\$50,407	\$52,070	\$53,732
6	\$47,391	\$49,129	\$50,870	\$52,606	\$54,346	\$55,924
7	\$49,354	\$51,174	\$52,992	\$54,807	\$56,627	\$58,446
8	\$51,321	\$53,217	\$55,114	\$57,010	\$58,909	\$60,805
9	\$53,286	\$55,263	\$57,236	\$59,211	\$61,185	\$63,157
10	\$55,327	\$57,386	\$59,441	\$61,499	\$63,552	\$65,603

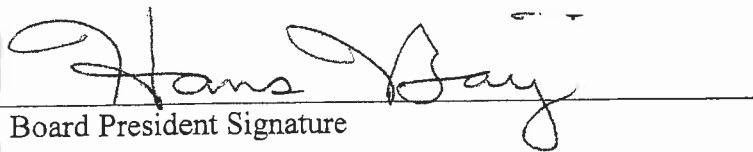
LONGEVITY SHOWN ON STRAIGHT HOURS

11-15	\$900	\$56,227	\$58,286	\$60,341	\$62,399	\$64,452	\$66,503
16-20	\$1,000	\$57,227	\$59,286	\$61,341	\$63,399	\$65,452	\$67,503
21-25	\$1,100	\$58,327	\$60,386	\$62,441	\$64,499	\$66,552	\$68,603
26-30	\$1,200	\$59,527	\$61,586	\$63,641	\$65,699	\$67,752	\$69,803

SALARY CALCULATIONS

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

SEVEN HOUR STAFF WILL RECEIVE 12% ABOVE THE BASE


Board President Signature

August 26, 2009

Date

GRIEVANCE REPORT FORM

Grievant _____
Grievance # _____

Date Submitted _____
Contract Maintenance Person _____
Association President _____

Grievance: _____

Immediate Supervisor _____
Department Administrator _____
Date Received _____

Level #1 Ongoing informal discussion between staff and administration may take place prior to the filing of a grievance, without setting precedent. The grievance is to be presented to the grievant's immediate supervisor. Within three (3) school days of the receipt of the grievance, a mutually agreed upon meeting date must be scheduled.

- **Relief Sought** _____

- **Date of Meeting** _____
- **Disposition** (will occur within 10 school days form the date of the meeting) _____

Signatures/Date:

Grievant: _____

Contract Maintenance: _____

Supervisor: _____

Departmental Supervisor: _____

Superintendent: _____

Others present at meeting:

Comments: (use reverse side)

Level #2

Board Level

If the contractual issue is unresolved at Level #1, the Grievance will be submitted to the Board of Education within ten (10) school days of the disposition at Level #1. The Personnel Committee of the Board will address the issue within ten (10) school days of the date of the receipt of the Grievance at Level #2. The Board of Education will hold a hearing at their next scheduled Board Meeting following the Personnel Committee meeting.

Date Grievance received by the board of Education or its Designee _____

Date of Committee Meeting _____

Date of Board Hearing _____

Date of Disposition (will occur within 7 school days From the date of the Board Hearing) _____

Signatures/Date:

Board Representative/s: _____

Grievant _____

Contract Maintenance Person _____

Union Representative _____

COMMENTS: _____

Level #3

Arbitration

If resolution is not achieved in Level #2, the Union/Association has fifteen (15) school days from the date of disposition at Level #2 in which to file for Arbitration.

Date submitted to Arbitration _____

Date of Arbitration _____

Disposition and Award of Arbitrator _____

Signature/Date:

Timelines may be waived by mutual consent		
Level	Time line Waiver	Signature/Dates
#1		
#2		
#3		

Student Enrichment Activities / Guidelines
Appendix "G"

I. Definition of Student Enrichment Activities

For purposes of this document student enrichment activities shall be defined as:

- 1) Program related field trips to Business and Industry sites or Post Secondary Education Institutions.
- 2) Student competitions approved and sanctioned by the State of Michigan, a recognized institution of higher learning or a State or Nationally recognized Certification Provider, i.e. (AWS, A+, NATEF etc.)
- 3) All student enrichment activities including local competitions and/or certification exam expenses must be approved by Technical Education Administration.

II. Funding

A maximum of \$16,000.00, with the stipulation that the additional funds (\$2,000.00) go to the student side of the costs, will be budgeted per school year for student enrichment activities offered at the Technical Education Center. These funds may be used for field trips and/or student competitions with prior administrative approval and are available to off set costs of approved field trips and student competition expenses. These expenses may include student/program registrations, lodging, transportation and meals, cost of substitutes and a stipend for instructor responsibility beyond (outside) the regular school day. At least \$12,500.00 of the funds are to be used for student/program registrations, cost of substitutes, lodging, transportation and meals.

Student Participation

Initially all students will be eligible to participate in student enrichment activities including:

- 1) Approved Field Trips/Tours
- 2) Approved Local or State Student competitions
- 3) Approved Fundraising activities
- 4) Approved Awards programs
- 5) Any other related enrichment activities approved by the instructor and Technical Education Administration.

Disqualification guidelines:

Students must meet each instructor's minimum requirements for participation in enrichment activities. Disqualifying criteria may include but are not limited to:

- 1) Excessive absenteeism
- 2) Disciplinary infractions
- 3) Inappropriate or irresponsible behavior
- 4) Lack of maturity
- 5) Failure to participate in fundraising activities, etc.

III. Administration of Funds and Activities

- 1) The CTE staff will develop an overall CTE student enrichment (field trip/competitions) proposal utilizing forms provided by Technical Education Administration. This overall proposal will include an individual proposal for each program where the instructor is proposing any field trips and/or student competition for the school year. The overall CTE field trip/competition proposal will be submitted to Technical Education Administration by October 15 of each school year and must include the proposed allocation of funds not to exceed the \$16,000.00 school year total for all programs involved according to these guidelines.
- 2) Costs exceeding the approved overall proposal/individual program proposals must be paid for through donations or fund raising activities as approved.
- 3) All enrichment activities as described in Section I and all fundraising activities must be approved by Technical Education Administration.
- 4) All student enrichment expenditures must be approved by Technical Education Administration.

APPENDIX H

DICKINSON-IRON ISD
APPLICATION FOR EARLY RETIREMENT INCENTIVE

I am applying for the early retirement incentive program as outlined in the contract between the Dickinson-Iron Intermediate School District Education Association and the Dickinson-Iron Intermediate Board of Education. I intend to retire: _____ contingent on approval of the
(DATE)
early retirement incentive by the Board. I understand that approval of this request is discretionary for the Board.

Name: _____

Dept.: _____

Date: _____

.....

This request has been discussed and: _____ Approved _____ Not Approved
per Board action on: _____
(DATE)

Rationale: _____

(Superintendent's Signature)

(Board Signature)

DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT

EAM SENORITY LISTING 6/30/2009		2008-2009				AS OF 6/30/2009		Appendix I		
NAME	TE/SE	DATE HIRED	START UNION	ISD YEARS SERV.	ASSIGNMENT	%	UNION POINTS 06/07	TOTAL	TE SEN	SE SEN
Cavaleri, Stephen	SE	09/75	09/75	34	Teacher/CI	100.00%	6	198.00	150.00	198.00
Henrion, Richard	TE	06/76	06/76	33	Teacher/Auto Mech	100.00%	6	192.00	192.00	150.00
Servia, Mona	SE	09/77	09/77	32	Teacher/CI	100.00%	6	175.00	150.00	175.00
Underwood, Jana	SE	09/84	09/84	26.2	School Social Worker	100.00%	6	138.40	138.40	138.40
Marshall, Sarah	SE	11/84	11/84	26	School Psychologist	100.00%	6	139.30	139.30	139.30
Lambon, Janine	SE	02/84	09/84	25	Teacher/CI	100.00%	6	132.00	132.00	132.00
McKenty, Emily	SE	09/91	09/91	18	School Psychologist	100.00%	6	102.00	102.00	102.00
Harper, Greg	SE	09/93	09/93	16	Teacher/HI	100.00%	6	84.00	84.00	84.00
Jezylo, Jay	TE	05/94	09/94	15	Teacher/Welding	100.00%	6	79.36	79.36	79.36
Witter, Pam	SE	09/95	09/95	14	School Social Worker	100.00%	6	78.00	78.00	78.00
DAlberto, Carol	SE	09/95	09/95	14	Hearing Impaired	80.00%	4.8	72.00	72.00	72.00
Harmon, Tim	SE	08/96	08/96	13	School Psy	100.00%	6	72.00	72.00	72.00
Stachowicz, Keith	TE	08/96	08/96	13	Teacher/Auto Body	100.00%	6	72.00	72.00	72.00
Amour, Jan	SE	10/98	10/98	11	Occupational Therapist	100.00%	6	60.00	60.00	60.00
VandenHeuvel, R	TE	08/99	08/99	10	Electronic	100.00%	6	54.00	54.00	54.00
Treiber, Chris	TE	08/01	08/01	8	Marketing	100.00%	6	48.00	48.00	48.00
Zigman, Carrie	SE	10/02	10/02	6.5	Speech Pathologist	100.00%	6	39.00	39.00	39.00
Chapman, Michele	SE	08/04	08/04	5	Teacher/SE/ECE	100.00%	6	30.00	30.00	30.00
Davis, Sharon	SE	08/04	08/04	5	School Social Worker	100.00%	6	30.00	30.00	30.00
Gregg, Penny	SE	08/04	08/04	5	Speech Pathologist	100.00%	6	30.00	30.00	30.00
Hayes, Donna	SE	08/04	08/04	5	Teacher/SE/ECE	100.00%	6	30.00	30.00	30.00
Anderson, Lily	SE	02/05	02/05	4.5	Teacher/SE/ECE	100.00%	6	26.46	26.46	26.46
Johnson, Paul	SE	03/05	03/05	4.5	Behavioral Consultant SE	80.00%	4.8	22.54	22.54	22.54
Jayne, Robert	TE	08/05	08/05	4	Building Trades	100.00%	6	24.00	24.00	24.00
Mashak, Danielle	SE	08/05	08/05	4	CI Teacher	100.00%	6	24.00	24.00	24.00
Oleary, Tim	TE	08/05	08/05	4	Graphics/Printing	100.00%	6	24.00	24.00	24.00
Courchaine, Sherie	TE	11/05	11/05	4	Health Occupations	100.00%	6	22.20	22.20	22.20
Cerasoli, Donna	SE	08/07	08/07	2	Learning Disability TC	100.00%	6	12.00	12.00	12.00
Gregg, Jonathon	TE	08/07	08/07	2	A+ Certification/Network	100.00%	6	12.00	12.00	12.00
Carobine, Sara	SE	04/08	08/08	1	Speech Therapist	100.00%	6	6.00	6.00	6.00
Hruska, Theresa	SE	08/08	08/08	1	Occupational Therapist	100.00%	6	6.00	6.00	6.00
Perpich, Jill	SE	09/08	01/09	0.5	Speech/Lang Pathologist	50.00%	3	3.00	3.00	3.00



DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT

1074 Pyle Drive, Kingsford, MI 49802-4494

Johanna M. Ostwald, Superintendent

Phone: 906-779-2690 Fax: 906-779-2669

Website: www.diisd.org

Early Childhood Education (906) 779-2695
Special Education (906) 779-2692

Business & Technology (906) 779-2663
Technical Education (906) 779-2694

Dickinson-Iron Intermediate School District

Board of Education and Dickinson-Iron Education Association

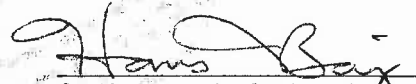
Letter of Agreement

With the School Psychologist posting continuing to be a vacancy and per the EAM Master Agreement Article 6A.2.a and Article 10E, the following agreement is presented.

1. Tim Harmon and Sarah Marshall will assume additional assignments for up to 5 hours per week each.
2. Tentative assignments have been made and are subject to change. In addition to serving Forest Park and West Iron School Districts, Tim Harmon will also add North Dickinson and North Elementary. Sarah Marshall in addition to serving Breitung Township Schools, will add Norway Vulcan, Central Elementary and Middle School, plus Iron Mountain High School.
3. Additional assignments will be effective January 4, 2010 through June 8, 2010.
4. Staff will be paid at their current hourly rate following approval of receipt of a time sheet.
5. All schools will be notified of assignment changes prior to Winter Break.
6. This agreement may be terminated at anytime by the employee, Association or the Board.
7. This agreement is non-precedent setting and is not grievable.
8. This agreement expires on June 9, 2010 or when terminated by any party.


DIISD-EA President

12/15/09
Date


for the Board of Education

12-15-09
Date

DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT

1074 Pyle Drive, Kingsford, MI 49802-4494

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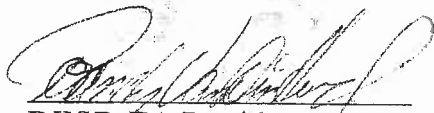
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Technical Education (906) 779-2694

Addendum to Letter of Agreement School Psychologist Extra Work

The Special Education Director, with prior approval from the Superintendent, is authorized to adjust additional hours for the two School Psychologists on a week by week basis as needed relative to their extra work assignment.


DIISD-FA President


for the Board of Education

2/10/2010
Date

2/10/2010
Date

DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT

1074 Pyle Drive, Kingsford, MI 49802-4494

Johanna M. Ostwald, Superintendent

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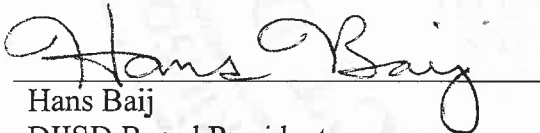
Early Childhood Education (906) 779-2695
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Business & Technology (906) 779-2663
Technical Education (906) 779-2694

Letter of Agreement
between the
Dickinson-Iron Intermediate School District Board of Education
and the
Dickinson-Iron Intermediate School District Education Association

RE: Article 28: Retirement Incentive or Severance Plan


On page 67, Item 3, Line 1228 of Article 28 – Retirement Incentive or Severance Plan, the current labor agreement states “An Association member seeking early retirement must make application in writing to the Board of Education, using the form found in the Appendix, by April 1 of the year of retirement”. Both parties agree that in light of possible legislative changes to the Michigan Public School Retirement System the parties agree to a one-time extension of the April 1, 2010 deadline to May 1, 2010 pursuant to the above section of the CBA. This is a one-time only agreement which will be considered non-precedent setting and will not be subject to the grievance procedure.



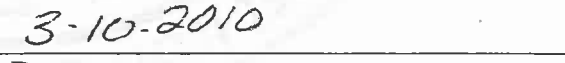
Hans Baij
DIISD Board President



Randy VanDenHeuvel
DIISD Education Association President



Date



Date