

MASTER AGREEMENT

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**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**

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July 1, 2024 to June 30, 2027

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APPENDICES

- A. PROFESSIONAL IMPROVEMENT STATUS REPORT
- B. SCHOOL CALENDAR(S)
- C. END OF SCHOOL YEAR EXIT REPORT FORM
- D. SALARY SCHEDULE
- E. GRIEVANCE REPORT FORM (3 PAGES)
- F. STUDENT ENRICHMENT ACTIVITIES GUIDELINES
- G. APPLICATION FOR EARLY RETIREMENT INCENTIVE
- H. 2024-2025 SENIORITY LIST – TO BE PROVIDED AFTER 6/30/2024
- I. TUITION REIMBURSEMENT FORM
- J. DUAL ENROLLMENT PAYMENT FORM

1 The Board and Association recognize their mutual obligations pursuant to Act 379 of the
2 Public Acts of 1965 to bargain collectively with respect to hours, wages, and conditions of
3 employment. This Agreement entered into this July 1, 2024 – June 30, 2027
4

5 by and between the Dickinson-Iron Intermediate School Board, hereinafter called the Board
6 and the Dickinson-Iron ISD Education Association/ Upper Peninsula Education Association/ Michigan
7 Education Association, hereinafter called the Association.

8 ARTICLE 1

9 RECOGNITION

10 The Board hereby recognizes the Association as the exclusive bargaining representative as
11 defined in Section 2 of Act 379, Public Acts of 1965 for the unit consisting of all certified, permitted,
12 or approved teaching personnel, technical education personnel on annual authorization, speech
13 therapists, occupational therapists, physical therapists, school social workers, school psychologists,
14 teacher consultants, mental health providers, non-administrative program coordinators, but excluding
15 professional aides, substitute teachers, per diem employees, supervisors, administrators, and all other
16 employees excluded by law. The phrase “educational association member” (EAM) when used
17 hereinafter in this Agreement shall refer to any employee represented by the Association in the
18 bargaining or negotiation unit as above defined. Any EAM hired to fill new or vacant positions
19 (including Grants) that are listed in, or fall into one of the categories of the Recognition Clause will be
20 instructed at the time of hire that the new position is an Association position and that the terms and
21 conditions of Article IV, Professional Responsibility of this agreement shall prevail for the new
22 position. The creation of a union position, including all rights and benefits which pertain thereto, shall
23 expire with the grant. Should a grant be re-activated and awarded to the DIISD, including past grants,
24 and a union position is created, and/or said position falls into one of the categories of the Recognition

Clause, the position will be re-posted.

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

The term “Teacher” as used hereinafter, shall refer to any certificated teacher whose employment is regulated by the Michigan Teachers Tenure Act, including but not limited to teachers in a probationary period, teachers who have acquired classroom teacher tenure within the DIISD, an individual who is not certificated but is employed for a full school year pursuant to section 1233b of the School Code, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined by stated board rule, and is thus serving a probationary period under article II of the Michigan Teachers Tenure Act, as amended.

The term “Ancillary staff” as used hereinafter, shall refer to any bargaining unit member who is not a “teacher” as defined above. Any “Teacher” who has completed their probationary period under Article II of the Michigan Teachers Tenure Act but is ineligible for continuing tenure under Article III of the Tenure Act, shall be considered “Ancillary Staff.” (ex: a CTE teacher who has completed their probationary period under Article II of the Tenure Act, but does not hold a teaching certificate;

49 therefore, does not have continuing tenure at the ISD under Tenure Act, MCL 38.71(2).)

50 **ARTICLE 2**

51 **ASSOCIATION AND EAM RIGHTS**

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

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

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

72 C. The Association shall have the right to use school office equipment and all types of audio-
73 visual equipment at times office personnel or janitors are on duty. The Association shall pay for the

actual cost of all materials and supplies incident to such use. Use of such equipment is not to interfere with the instructional day. No equipment shall be taken from the building without administration permission.

D. The duly authorized president and/or Association officials shall be granted time to transact official Association business during the school day only in case of emergency. Emergency is defined as Association business that cannot be conducted outside of the normal work day. No more than two (2) officials should be out of class at one time. No official shall leave his/her classroom without verbally notifying and obtaining the approval of an appropriate administrator and the classroom being provided with proper supervision as determined by the appropriate administrator. Approval will not be unreasonably withheld.

E. The Association shall have the right to post notices of its activities and matters of Association concern on EAM bulletin Boards. The Association may use the district interschool mail service and EAM mail boxes for communications to EAMs at no cost to the district. No EAM shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

F. The Board agrees to make available to the Association in response to reasonable requests annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, and census and membership data. Only copies of official records and accounts shall be permitted to leave the office of the Board, subject to the Michigan Freedom of Information Act.

G. The Board may allow input from EAMs as defined in Article I on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. The Board shall provide the Association president a copy of the agenda of Board meetings and all public information attachments which will be mailed or delivered at

the same time of the mailing or delivery to the Board members.

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

I. The Association shall be granted two (2) school days per year for the purpose of releasing its representatives from regular duties without loss of salary to participate in area, state or regional meetings of the Michigan Education Association. An additional four (4) school days without loss of salary will be granted for which the Association will pay the salary of a substitute EAM. Time must be drawn in half day or full day blocks of time. The Association designee wishing to use an Association day must notify his/her respective administrator at least three (3) school days in advance. An Association day will be granted providing a certified substitute(s) is available.

J. An EAM engaged in negotiating on behalf of the Association with any representative of the Board or participating in professional grievance negotiation shall be released from regular duties without loss of salary. No more than two (2) EAM representatives shall be released at any one time for a Level I grievance procedure.

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

L. It is agreed that the ISD shall retain all property and copyright interests of any kind or character created or developed individually by an EAM or in connection with others during the course and within the normal contract day of the EAM's employment with the ISD. EAMs shall retain all property and copyright interests and those works or materials produced outside of the normal contract day and in addition to the EAMs normal professional responsibilities. The EAM will have the right to retain a copy of any materials developed by them during the normal contract day. Prior administrative

122 authorization shall be required for use of ISD equipment and/or materials for those professional
123 projects to be accomplished outside of regular school hours.

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

125 N. Job descriptions shall be reviewed by the EAM, signed and dated prior to placement in the
126 EAMs personnel file.

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ARTICLE 3

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MAINTENANCE OF STANDARDS

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A. All terms and conditions of employment, outlined in Act 379, PA 1965, as amended and also expressly stated herein, shall not be changed except by mutual agreement of the parties hereto.

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

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134 **ARTICLE 4**

135 **RIGHTS OF THE BOARD**

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

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

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

155 The Dickinson-Iron Intermediate School District is an intermediate school district in
156 accordance with the School Code as amended. The district has all the rights, powers, and duties
157 expressly stated in the act; may exercise a power implied or incident to any power expressly stated in

158 the act, and, except as provided by law, may exercise a power incidental or appropriate to the
159 performance of any function related to the operation of the intermediate school district in the interests
160 of public elementary and secondary education, in the intermediate school district, including but not
161 limited to the hiring, contracting for, scheduling, supervising, or terminating employees, independent
162 contractors, and others to carry out intermediate school district powers. An intermediate school
163 district may indemnify its employees. An intermediate school district employer has the responsibility,
164 authority and right to manage and direct on behalf of the public the operations and the activities of the
165 intermediate school district under its control.

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ARTICLE 5

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MEMBERSHIP

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Membership in the Association is voluntary and shall comply with all State and Federal

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regulations.

170 **ARTICLE 6**

171 **HOURS, CLASS LOADS, ASSIGNMENTS**

172 **(Special Education EAMs)**

173 A. EAM Hours:

- 174 1. Effective, beginning in 2005-2006, The EAM's normal working day shall be six and
175 one/quarter (6.25) hours of professional responsibility. For itinerant staff members, a
176 minimum of five and one/quarter (5.25) such hours shall be spent in a student/EAM or
177 EAM/parent contact. Six and one/quarter (6.25) hours shall be the normal workday for
178 classroom EAMs. Five (5) such hours will be spent in the process of instructing students,
179 .25 hours per day (15 minutes) will be spent in assigned parent or teacher contact
180 activities. The normal workday shall be seven (7) hours for any EAM whose students are
181 required by their IEP to receive instructional time in excess of five hours. Classroom
182 EAMs having students assigned to their classroom per an IEP for six hours or more of
183 instruction shall be assigned six hours of instruction and one (1) hour of preparation
184 (unassigned student contact) during this time period. Such duty hours shall be posted in
185 the Intermediate office and in the classroom.

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

- 189 2. The EAM will not be expected to depart from these norms except in cases where the
190 following exists:
- 191 a. The Board may assign additional scheduled hours/portions of hours during the
192 normal contractual day, with the EAM's written consent. In such event, the EAM's
193 compensation shall be calculated using the EAM's current Degree/Credit Lane and

194 Step for the base hourly rate, for the additional hours or portions of hours.

195 b. An emergency arises in which case consultation with the Association shall be made.

196 c. The EAM may perform tasks or duties beyond those stated in this agreement if they

197 choose to do so of their own free will. In this case, the EAM should not be given

198 extra favors or any other type of compensation. In the same respect, an EAM who

199 does not exceed those responsibilities which are defined in his/her job description

200 should not be given unfair treatment.

201 B. Class Loads:

202 1. Class size shall be determined in accordance with the current State Dept. Rules and

203 Regulations for each discipline, including variance granted by the State.

204 2. All EAMs shall be given written notice of their tentative position for the forthcoming

205 year no later than July 1. In the event that changes are made in positions, all EAMs shall

206 have the right to discuss his/her position with the administration.

207 **ARTICLE 7**

208 **HOURS AND CLASS LOAD**

209 **(Technical Education Teachers)**

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

213 **CTE CENTER/PROGRAMS**

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

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

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

226 On May 1, however, teachers will receive their enrollment status for the coming year and if the
227 pre-enrollment figures are less than thirty (30), the administration will continue its past efforts to
228 recruit additional students. In the event that a Teacher is working less than full-time, the pay for their
229 assignment will be subject to Article 23, Professional Compensation – "Part Time" of the Master
230 Agreement. Maximum class size per block will be discussed annually between the Director and
231 Instructor to ensure safe conditions for the staff and students for each program.

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

233 1. No grievance is filed on past practice, relative to teaching and assignment and class loads

234 prior to 9/19/05.

235 2. All classes with a total enrollment from all blocks of less than twenty-one (21) will be

236 subject to part time instruction and be paid according to Article 23, Professional

237 Compensation of the Master Agreement.

238 D. In the first year of employment only, a newly employed teacher may be paid and keep all

239 three (3) blocks open regardless of student enrollment. This provision will allow a newly employed

240 teacher one year to build up their program and increase student enrollment. If enrollments do not

241 increase for the following year, the teacher will be paid at the normal rate per the Master Agreement.

242 **ARTICLE 8**

243 **SPECIAL STUDENT PROGRAMS TECHNICAL EDUCATION**

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

- 248 1. Whenever students with special needs (not less than five (5), are enrolled in a class, a
249 teacher aide will be provided for that class under the conditions specified under Article
250 10, Sections B & C, providing that adequate funding is provided. Furthermore, when
251 Special Education students (at least one (1) and not more than three (3)) are enrolled in a
252 class who, because of the severity of their needs, require a disproportionate amount of the
253 teacher's time, a teacher aide will be provided. Special attention will be given to
254 reducing class size where students with special needs are placed in a regular classroom.
- 255 2. Forms for referral of suspected special education/needs students shall be made available
256 to all teachers. Teachers shall obtain these forms from the building principal's office.

257 **ARTICLE 9**

258 **WORKING CONDITIONS - TOTAL ASSOCIATION**

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

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

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

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

274 D. The Board shall provide:

- 275 1. A separate desk for each EAM in the district.
- 276 2. Copies, exclusive for each Teacher's use, of all texts used in each of the courses he/she
277 is to teach.
- 278 3. Storage space in each classroom for instructional materials.
- 279 4. Adequate attendance books, as well as other materials required in daily work
280 responsibility, including District required technology.
- 281 5. A place to lock up items (personal or confidential) only accessible to the EAM and

282 Administration.

283 6. Petty cash funds shall be established by the Board to be used by special education EAMs
284 for the daily operational needs of their program, according to State reimbursement
285 guidelines. These funds shall be maintained at a \$50 capacity and shall be limited to an
286 annual accumulated expenditure of \$100 per fund. EAMs shall use the district's
287 established petty cash record and documentary procedure.

288 E. Under no conditions shall an EAM be required to drive a school bus as part of his/her regular
289 assignment. An EAM may drive students to school events either in their own vehicle or one owned
290 or leased by the school, if approved by administration or the Board.

291 F. The Board shall make available at the Technical Education Center, lavatory facilities
292 exclusively for employee use and at least one room which shall be reserved for use as a faculty
293 lounge.

294 G. The Association will have a telephone installed in the Technical Education Center faculty
295 lounge at the Board's expense.

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

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

301 J. EAMs shall be informed of departmental procedures to report absences before 6:45 a.m. A
302 variation in these times may occur in cases of emergency.

303 K. The Board will pay mileage or provide a truck or van for the building trade's instructor for
304 travel from the school to building site, and also for related travel. The teacher shall also receive an
305 additional day's pay for layout of building.

306 L. All eligible probationary Teachers as defined in the Michigan Teacher Tenure Act will be

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

M. New probationary Ancillary staff not eligible under the Michigan Teacher Tenure Act will be offered the opportunity to have a mentor assigned to them for the first year of their employment with the district. Selection and pairing of a mentor with a mentee is solely at the discretion of administration. With prior Administrative approval, the mentor and mentee will jointly develop and implement a professional development plan utilizing guidelines recommended by administration. Administrative approval of the mentee's plan by the Department Director is required prior to the implementation of the plan. The mentor will be reimbursed a flat rate of \$500.00 for the school year. Probationary ancillary staff working less than a full year will have the same rights of assignment of a mentor. The mentor in this case will receive a prorated reimbursement based on the number of months of actual assignment. Reimbursement will be provided after the submission to the Director of

332 the completed plan including an evaluation of the completed activities and tasks of the plan with sign
333 off by the mentee, mentor and administrator. Completed plans will be submitted for review, approval
334 and reimbursement after May 20 and no later than June 15 of each year.

335 N. EAMs shall be compensated \$250 per class, per semester, for dual enrollment or Early Middle
336 College courses taught. EAMs shall complete and submit the form attached as Appendix J to the
337 Director no later than three (3) weeks prior to the end of the semester. Reimbursement will be
338 provided on the second pay period following the last day of the semester in which the course was
339 taught.

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341 **ARTICLE 10**

342 **CERTIFICATION/QUALIFICATIONS AND ASSIGNMENTS**

343 A. The Dickinson-Iron Intermediate School District Board of Education shall seek applicants
344 who meet the highest standards of qualifications in education and in certification requirements. All
345 efforts shall be exerted toward filling vacancies in all classrooms with degreed and fully certifiable
346 professionals. If circumstances occur to prevent the Board from employing degreed, fully certifiable
347 teachers, they shall contract with the best qualified applicant available under the following terms of
348 employment;

- 349 1. A renewable probationary contract shall be issued annually upon approval of the Dept.
350 of Education and upon a signed commitment to professional improvement by the
351 applicant. The less than fully qualified or fully certifiable employee shall file an
352 improvement status report with the Administration and with the Association by
353 February 15 and July 15 of each year. (See Appendix A)
- 354 2. A non-degreed EAM shall have completed all work toward his/her degree within the
355 time frame as required by state law.

356 B. Teacher aides shall not replace teacher. A certified teacher must be responsible for the
357 assigned instruction of the classroom.

358 C. The Teacher(s) supervising an aide(s) may, at Teacher's discretion, participate in the
359 interviewing of the prospective aide(s) for his/her class. Furthermore, the Teacher will write an
360 evaluation of their aide(s) to be completed by April 15 or as requested by Director, a copy of which
361 is to be filed in the administrator's office. In the event problems develop between the aide and
362 Teacher, the Administration will take steps to resolve the problem through the proper chain of
363 command.

364 D. Any assignments in addition to the normal work schedule during the regular school year,
365 shall not be obligatory, but shall be with the consent of the EAM. Preference in making such

366 assignments will be given to qualified and certified staff regularly employed in the District, as per
367 Article 11. In the event no regularly employed EAM of the District applies for a position
368 enumerated above, the Board will have the right to fill said vacancy with a person outside the
369 Association.

370 E. All Technical Education Teachers are responsible with administrative assistance in making
371 all reasonable efforts to achieve and maintain alignment of their programs with all state and federal
372 requirements so as to maintain “approved program” status.

373 **ARTICLE 11**

374 **VACANCIES AND TRANSFERS**

375 **VACANCIES**

376 A. A vacancy occurs when there is an open position the Board intends to fill after all
377 assignments have been made. Whenever a vacancy covered by this agreement occurs the Board
378 shall provide the Association with a copy of the posting. Postings are to include administrative or
379 degreed positions not covered by this agreement. The Board shall publicize the same by giving
380 written notice of such vacancy to the Association president and shall post the vacancy in the
381 Technical Education Center and Central Office/Special Education Office. Postings shall be sent
382 electronically to all bargaining unit members. No Association vacancy shall be filled, except in case
383 of emergency on a temporary basis, until such vacancy shall have been posted internally for at least
384 four (4) work days. Vacancies which occur during vacation and summer periods shall be treated as
385 stated above. In addition, the vacancy shall be posted in the central office and the Association
386 president shall be notified by phone call.

387 B. Any qualified EAM meeting state requirements and the standards of the involved professional
388 organization may apply for such vacancy. In filling such vacancy the Board agrees to give due
389 consideration to the professional background and attainments of both currently employed applicants
390 and other applicants including the length of experience of each. Preference will be given to internal
391 qualified applicants over external applicants, assuming the conditions in Subsection C below are met.

392 C. The most qualified and adequately certified applicant shall be awarded the position. In
393 awarding vacancies, the Board will consider the following factors when determining “Most
394 Qualified.”

- 395 1. Applicant possess the minimum requirements for the posted position.
- 396 2. Professional background, including applicable area(s) of certification or endorsement(s), level
397 of degree attained, type of degree attained (major, minor, or area(s) of focus).

3. Length of service in a similarly situated position.
 4. Previous effectiveness ratings (up to the three prior years), including evidence of student growth or learning objectives.
 5. Prior disciplinary record. (Disciplinary record is defined strictly as any documented discipline residing in an employee's personal file within the four years prior to any determination.)
 6. Relevant special training in addition to the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.
 7. Significant relevant accomplishments and contributions to the profession as indicated through peer reviewed awards/publications, significant achievements/awards in their respective field, or recognition through professional organizations, municipalities, or state/federal office/programs.
- Seniority will be used as a tiebreaker if a decision involves 2 or more applicants and all other factors above distinguishing those applicants from each other are equal.

D. All job postings for positions covered by this Agreement shall state the minimum qualifications established by the Board. All applicants will be notified in writing as to the decision of the Board. Upon request the applicant has the right to a written response stating the reasons why he/she was not hired.

TRANSFERS

E. Definition of "Transfer": A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as ancillary personnel, etc., (6) a classroom assignment, or (7) Special Education assignment. Transfers shall be first governed by the language pertaining to vacancies. Other transfers will be governed by this Section.

F. Voluntary Transfers: A request for a transfer may be made at any time in writing to Human

Resources with a copy to the Association. The request shall specify the school, grade, and subject/position sought. A response to the request shall be provided to the employee within 10 working days. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

G. Involuntary Transfers: Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Reasons for involuntary transfer may be effected for: (1) discipline; (2) due to the individual's performance of less than Effective; (3) as part of a necessary reduction of force; (4) or in cases of emergency. In cases of emergency and if the position is not eliminated through a reduction in force or restructuring of programs, the EAM shall be returned to their prior position upon resolution of the emergency or at the start of the next school year, whichever occurs first. The specifics of the use of involuntary transfers as part of staff reduction, or restructuring, shall be outlined in the Layoff and Recall Article of this Agreement.

435 **ARTICLE 12**

436 **PROMOTIONS**

437 The Board supports promotion from within the ISD. The final authority for promotions
438 rests with the Board. In the event an EAM is promoted or placed with his/her consent, in a
439 Position outside the bargaining unit, but within the DIISD, he/she will maintain, but not accrue,
440 seniority within the bargaining unit for a period of one and one-half (1 ½) years. All seniority
441 rights will be maintained within this one and one-half (1 ½) year period and the individual may
442 return to any vacant position for which he/she is qualified. After this one and one-half (1 ½) year
443 period, he/she would be removed from the Association seniority list. Should qualified EAMs in
444 the Association apply for promotions and be denied, upon request, the applicant has the right to a
445 written response stating the reasons why he/she was not hired. Administrators and support
446 personnel currently appearing on the Association Seniority List shall not have bumping rights
447 under the life of this Agreement.

448 **ARTICLE 13**

449 **LEAVES**

450 **ILLNESS OR DISABILITY**

451 A. EAMs shall be entitled to twelve (12) days sick leave per school year with an accumulated
452 potential of 180 sick days for use as sick leave. EAMs are eligible to accumulate up to a potential of
453 three hundred (300) days. A cap of one hundred- eighty (180) sick days may be used for sick leave
454 with the balance available only for the severance pay off plan. The administration shall furnish each
455 EAM at the beginning of each school year setting forth the total sick leave credit and personal leave
456 credit accumulated on their electronic payroll check.

457 B. EAMs employed in this system will be granted twelve (12) days at the beginning of the school
458 year. If an employee does not fulfill a contract year, sick leave will be prorated for that year.

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

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

- 465 1. For illness of EAM, parent, parents of spouse, brother, sister, spouse, child, grandparents,
466 grandchild, or member of the immediate household. A limit of three (3) sick days per
467 year may be used for individuals not specifically mentioned but who are members of the
468 immediate household.
- 469 2. Up to three (3) sick days per occurrence may be granted with administrative approval as
470 an extension of immediate family bereavement.
- 471 3. Up to a maximum of three (3) sick days may be granted for other than immediate family
472 bereavement per year.

4. Up to a maximum of three (3) sick days may be granted for the birth of a grandchild.

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

Within thirty (30) days after the start of school, EAMs shall be given electronic viewing of sick leave days and personal business days accumulated to and for that year.

BEREAVEMENT

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

PERSONAL LEAVE AND SPECIAL LEAVE GRANT

At the beginning of every school year, each EAM shall be credited with three (3) days to be used for the EAM personal leave when substitutes are available. Personal leave can be accumulated up to six (6) days. The word “personal” as used herein is used semantically to mean no excuse has to be given in order to be granted these days. An EAM planning to use a personal leave day or days shall notify his/her supervisor or director at least three (3) school days in advance, except in cases of emergency. Unused personal days shall be counted as accumulated sick leave. An EAM can begin each school year with no more than six (6) accumulated personal days.

PARAMETERS FOR USE OF PERSONAL LEAVE

1. The term vacation as it pertains to this document is to be defined as two (2) or more scheduled days off in succession, such as Thursday and Friday of Thanksgiving, etc. A single day, such as Labor Day, a deer hunting day or when only one (1) day is negotiated, and there is a work day in session before or after that day shall not be considered a vacation day for purposes of this document. Weekends are not a consideration with reference to Items A & B of the above.

2. Requests for personal day(s) by classroom EAMs shall be granted in the order they were

requested until such time substitutes cannot be secured.

3. Personal day utilization shall be granted in full or half (½) day units. Therefore based on the above conditions it shall be understood by the parties that EAMs shall not use personal days to extend regular scheduled vacations (as per definition A). However EAM's may choose to use personal days to extend their leave as it relates to a single day off, as defined in Item B above.
4. EAMs may use up to two (2) of their personal days per year to extend one (1) vacation period.

EDUCATIONAL IMPROVEMENT LEAVE

1. EAMs who have been employed for four (4) full school years, at the discretion of the Board, be granted a work experience or educational improvement leave not to extend beyond two (2) school years for the purpose of working toward a continuing vocational certificate, or special education certifications. During said leave, the EAM shall be considered to be in the employ of the Board, without pay, but may elect to purchase insurance benefits provided under the Federal COBRA law.
2. An EAM, upon return from a work experience or education improvement leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period.
3. A maximum of four (4) days may be used as professional days, which may be used for an approved educational convention, conference or approved visitation at another school or may be taken individually to advance one's knowledge in their professional field or to attend meetings which involve their work assignments. An EAM must obtain the prior written approval of the appropriate administrator for each professional development activity counted in this section. EAMs are encouraged to use transportation out of the

intermediate school office. EAMs are eligible to attend workshops in their major field with administrative or Board approval. The Board may pay registration dues, travel, meals, lodging, and substitute EAMs, depending on available funding.

WORK RELATED LEAVE

A leave of absence for one (1) school year may, at the discretion of the Board, be granted to any EAM, upon application, for the purpose of participating in exchange programs in other states, territories or countries; foreign or military programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs. A leave of absence of one (1) school year may, at the discretion of the Board, be granted for a work program related to his/her professional responsibilities. During said leave, the EAM shall be considered to be in the employ of the Board, without pay, but may elect to purchase insurance benefits provided under the Federal COBRA law. In all cases when applying for a leave, the EAM shall state his/her intention to return to the school system. Upon return from such leave, EAMs shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period. If a reduction in force is necessary while an EAM is on leave, and the EAM will be impacted by the reduction in force, then the provisions in Article 20 pertaining to layoff and recall shall prevail. The Board may renew the leave of absence in the following school year.

MILITARY LEAVE:

A military leave of absence shall be granted to any EAM who shall be inducted into any branch of the armed forces of the United States during declared war or declared national emergency. This provision shall be subject to the laws of the State of Michigan and the laws of the United States. Seniority accumulation shall continue while absent for active duty or training during the school year.

ASSOCIATION LEAVE

A leave of absence of one (1) school year shall be granted to any EAM upon application for the purpose of serving as President or President Elect of the M.E.A., or N.E.A. The Board may renew the

leave for an additional school year. Upon return from such leave, EAMs shall be placed at the same position on the salary schedule as when they left. If a reduction in force is necessary while an EAM is on leave, and the EAM will be impacted by the reduction in force, then the provisions in Article 20 pertaining to layoff and recall shall prevail.

NON-CHARGEABLE LEAVE:

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

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

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 an infant/child. If the EAM does not return to work at the conclusion of the child care leave, the EAM will be required to pay the District back the fringe benefits and those benefits provided by law that were provided during the unpaid portion of the child care leave. The District shall provide a one-time additional ten (10) days of paid child care leave for the birth or adoption of a child. This District provided time shall not be charged against any other leave held by the EAM, and shall be used prior to any sick leave, personal leave, or unpaid leave. Following the use of the District provided leave, an employee may use sick leave or personal leave at their discretion. An employee who does not return to employment following the use of paid leave, shall not be required to pay the District back for fringe benefits or those benefits provided by law for any leave that was paid using paid leave (e.g. sick leave, personal leave, or child care leave for the birth or adoption of a child). EAMs shall be allowed to resume and continue the job he/she held prior to the taking of a child care leave. If a reduction in force is necessary while an EAM is on leave, and the EAM will be impacted by the reduction in force, then the provisions in Article 20 pertaining to layoff and recall shall prevail. 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.
2. All rights to seniority in the bargaining unit with accrual during the leave.
3. Unused sick leave as held at the start of the leave of absence unless he/she elects to use sick leave in place of all or part of the child birth or child care leave.

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MISCELLANEOUS LEAVE:

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Leaves of absence without pay shall be granted where feasible upon application for the

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following purposes:

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1. Study related to the EAM's field.

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2. Study to meet eligibility requirements for a license or certification other than that held by

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the EAM, but pertaining to employment within the Dickinson-Iron ISD.

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3. For the care and custody of the EAM's child or children, natural or adopted, and/or

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spouse. Such leave, in combination with any other leave, shall not exceed a period of two

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(2) school years. An extension may be granted at the Board's discretion.

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

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NOTIFICATION OF RETURNING FROM LEAVE

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An EAM on authorized leave shall notify the Board on or before March 25 of his/her intention

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to either return or not to return to the school district for the ensuing year except in those instances as

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specified in specific Articles of the Master Agreement.

612 **ARTICLE 14**

613 **ACADEMIC FREEDOM/GRADING**

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

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

624 **GRADING**

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

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

- 629 1. Any teacher, who has taught a child, has a right to examine student's official transcript.
- 630 2. Once issued, a grade may not be changed unless one of the following occurs:
 - 631 a. The teacher concurs
 - 632 b. Majority of review panel concurs
 - 633 c. A teacher who does not agree with the review panel's decision may appeal to the
634 local Board of Education.
- 635 3. Review panel consists of five (5) people:
 - 636 a. A Board of Education member

637 b. Superintendent or his/her designee

638 c. Three teachers selected by the bargaining unit

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

645 **ARTICLE 15**

646 **STAFF EVALUATION**

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648 **ANCILLARY EVALUATIONS**

649 A. The work performance of all Ancillary staff shall be evaluated in writing. Probationary
650 Ancillary staff will participate in the development and implementation of an Individual Development
651 Plan or IDP per requirements.

652 B. Evaluations shall be conducted by the Ancillary staff's immediate supervisor or an
653 administrator working in the same building or otherwise familiar with the Ancillary staff's work who
654 shall be designated by the Board.

655 C. Definitions:

656 **INFORMAL OBSERVATION**

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

660 **FORMAL OBSERVATION**

661 Formal Observation – A scheduled visit during which notation is made of preparation,
662 planning, applicable strategies, work-load management, and professional conduct.

663 **EVALUATION**

664 Evaluation - The summative activity which brings Ancillary staff and supervisor together
665 for review of the supervisor's comments related to the observations (formal and informal)
666 made during the course of the school year. These comments will be based on a
667 departmental evaluation instrument.

668 D. Each formal observation of ancillary staff shall be made in person for a reasonable length of
669 time and the time will be recorded on the evaluation sheet. Observations for the ancillary staff shall

670 not be conducted during the week prior to nor the week following, a regularly scheduled vacation.
671 Evaluations of ancillary staff shall be completed by the third (3rd) Friday of May. The use of
672 undercover surveillance devices by either the Administration or Association shall be strictly
673 prohibited.

674 E. A copy of the written observation shall be submitted to the Ancillary staff at the time of such
675 personal interview or within ten (10) school days thereafter, and the Ancillary staff shall have the
676 opportunity to review the evaluation report. All observations shall be based upon valid criteria for
677 evaluating professional growth.

678 F. No later than April 1st of each probationary year the final written evaluation report will be
679 furnished to the Ancillary staff personnel file covering each probationary Ancillary staff. A copy shall
680 be furnished to the Ancillary staff and signed. If the report contains any information not previously
681 made known to and discussed with the probationary Ancillary staff, the Ancillary staff shall have an
682 opportunity to submit additional information to the personnel file. In the event a probationary
683 Ancillary staff is not continued in employment, the Board will advise the Ancillary staff. If a
684 probationary Ancillary staff began employment after the first student day of the school year, the final
685 written evaluation report will be furnished to the Ancillary staff not later than the 90th day before the
686 anniversary date of his/her employment.

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

689 H. No adverse material, including but not limited to, student, parental, or school personnel
690 complaints originating after initial employment will be placed in his/her personnel file unless the
691 ancillary staff has had an opportunity to review the material. Complaints against the ancillary staff
692 shall be put in writing with names of the complainants, administrative action taken, and remedy
693 clearly stated. The ancillary staff may submit a written notation regarding any material, including
694 complaints, and the same shall be attached to the file copy of the material in question. If the material

to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. When an ancillary staff is requested to sign material that is negative in nature and is placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. All evaluations, written or oral, shall be based on the contents of the ancillary staff's personnel file.

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

TEACHER EVALUATIONS

A. General

This section applies exclusively to teachers as defined by MCL 380.1249(6)(b) (K-12 teachers of record). All other EAMs shall be evaluated as per the Ancillary Staff Evaluation language above.

Beginning with the 2024-2025 school year, the MDE approved Marzano Focused Teacher evaluation tool will serve as the negotiated performance evaluation system. Teacher evaluation procedures shall be compliant with MCL 380.1249 and include:

1. Specific performance goals developed by the supervisor and teacher to improve the teacher's effectiveness.
2. An evaluation of the teacher's job performance with timely and constructive feedback.
3. Clear approaches to measuring student growth with relevant data on student growth.
4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics.

- a. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing", or "needing support."

5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.

- 720 a. The evaluating Administrator and teacher will determine the student growth and
721 assessment data or student learning objectives that will be used by October 1st of each
722 school year.
- 723 b. The teacher and their supervisor may mutually agree to eliminate data attributable to
724 students who have excessive absences, are partial year transfers into/out of the
725 teacher's classroom, or who have other anomalous circumstances that warrant
726 eliminating that data.
- 727 6. An evaluation form that utilizes other objective criteria for 80% of the year-end evaluation
728 determination. All teacher evaluation forms are housed electronically on the iObservation online
729 platform.
- 730 B. Process
- 731 1. Classroom observations to assist in the year-end performance evaluation for teachers will be
732 conducted as follows:
- 733 a. There will be at least 2 formal classroom observations of a teacher in each school year
734 the teacher is evaluated. One observation may be unscheduled. Formal evaluations will
735 be conducted at least 30 days apart.
- 736 b. Notice of scheduled observations will be provided to the teacher at least two (2) school
737 days prior to the observation.
- 738 c. The classroom observation will include a review of the teacher's lesson plan and the
739 state curriculum standard being used in the lesson and pupil engagement in the lesson.
740 For unscheduled observations, teachers shall produce a copy of their lesson plan and
741 the state curriculum standard that was used in the lesson within 5 days following the
742 unscheduled observation.
- 743 d. An observation will be no less than 15 minutes.
- 744 e. Written feedback will be provided electronically within 10 workdays to the teacher. If

requested by the teacher, a meeting with the administrator conducting the observation shall be held within 10 workdays of the request to discuss the observation, unless the teacher and administrator mutually agree to extend the time frame and memorialize the extension in writing.

2. The year-end evaluation determination and electronic form shall be delivered to the teacher no later than the third Friday in May of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end determination. A teacher may request a meeting regarding an evaluation and rating to the observing administrator within 20 days of the teacher being informed of the rating.

3. A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher: (i) The teacher worked less than 60 days in that school year: (ii) The teacher’s evaluation results were vacated through the grievance procedure as described in (C)(2) below: (iii) There are extenuating circumstances and the teacher and the district agree to designate the teachers as unevaluated because of the extenuating circumstances.

a. If a teacher receives an unevaluated designation, the teacher’s rating from the school year immediately before that designation must be used.

4. Upon ratification of this agreement, the Association’s designated representatives and the Department Directors shall meet within 20 school days to create an initial 3-year Evaluation Rotation Schedule for all bargaining unit members. Following the initial implementation of the 3-year Evaluation Rotation Schedule, if a tenured teacher has been rated effective for the three (3) most recent consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving and “effective” rating for an additional three (3) consecutive years. Instances where there are substantiated concerns about a tenured teacher’s performance, the supervisor shall first notify the teacher of the concerns and allow them the

opportunity to correct the written concerns. If the concerns are not corrected in a reasonable time, then this provision shall be waived, and the employee may be evaluated in the subsequent school year regardless of when their last evaluation occurred.

5. In addition to the above procedures, teachers who are evaluated with an IDP (received “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teacher) shall be provided the following:

a. Specific performance goals that will be used to assist in improving effectiveness developed in consultation with the teacher.

b. Identified training or coaching to be provided by the district (at district expense) to assist the teacher in meeting the goals of the IDP. If a teacher is required to attend a training outside of the normal workday, they shall be compensated their prorated per diem for that time.

c. A mid-year progress report, supported with at least two (2) classroom observations conducted and completed no later than February 1 (and consistent with Section B.1 above), that is used as a supplemental tool to gauge a teacher’s improvement and to assist in any needed additional improvement that is aligned with the existing IDP.

d. If required (or requested by any Teacher of an IDP), a Mentor teacher that is informed of the conditions and requirements of the IDP shall be provided in order to assist the teacher in the described performance goals of the IDP.

6. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:

a. The teacher may request a review meeting of the evaluation and the rating to the

795 district's Superintendent. Such a request must be made in writing within 30 calendar
796 days after the teacher is informed of the rating and a meeting with the Superintendent
797 shall be held no later than five (5) days after receipt of the request for review. A
798 written response to the review meeting with any modifications of the year-end
799 performance rating shall be provided to the teacher within thirty (30) calendar days
800 after the meeting.

801 b. If the written response does not resolve the matter, the teacher or the Association may
802 request mediation through the Michigan Employment Relations Commission and
803 provide a copy of that request to the administration.

804 i. The request must be submitted in writing within thirty (30) calendar days after
805 the teacher receives the written response from the superintendent.

806 ii. Within fifteen (15) calendar days of receipt of the request for mediation, the
807 Superintendent shall provide a written response to the teacher and the
808 Association confirming the mediation will be scheduled as appropriate.

809 2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may file for
810 binding arbitration subject to the provisions of MCL 380.1249(2)(1)(iii) which are not subject to any
811 of the limitations in Article 26 (Grievance Procedure).

812 D. Training on Evaluation Tools and Forms

813 1. Within the first four (4) weeks of each school year, the district shall provide, during
814 contractually scheduled Professional Development time, training to all new teachers and optionally to
815 already trained teachers, on the evaluation system and, reporting forms and other important
816 components of the year-end evaluation process and how each reporting form is used during the
817 process.

818 PERSONNEL FILE

819 A. An EAM will have the right to review his/her personnel file in accordance with the Bullard-

820 Plawecki Employee Right to Know Act. Requests for review shall be made to Human Resources. An
821 EAM may have a representative of the Association accompany them in such review. Each file shall
822 contain a record indicating who has reviewed it, the date reviewed, and the reason for such a review.
823 When discipline is to be placed in an EAM's personnel file, the EAM will have the opportunity to
824 review and sign the material. Signature will be understood to indicate awareness of the material but
825 will not be interpreted to mean agreement with the material.

826 B. EAMs that are given unusual responsibilities, in the Board's opinion, will not be expected to
827 meet the same standards of performance as other EAMs who may be teaching in an ideal environment.
828 The Board agrees to comply with all requirements of the Freedom of Information Act (FOIA)
829 including the release of certain information on an EAM to parties filing FOIA requests with the
830 district. Various records and information of an employee are exempt under FOIA. The EAM will be
831 informed that a FOIA request has been made and the specific items being released under FOIA from
832 their personnel record. Medical, professional counseling, psychological records, and any other records
833 not subject to FOIA shall not be released to third parties absent the written consent of the EAM or
834 pursuant to a lawfully issued request, order or subpoena. The Board further agrees that at the request
835 of the EAM, all deliberations and/or hearings regarding dismissal, suspension, allegations, evaluations,
836 or discipline conducted by the Board be held in closed session. EAM's shall be provided a minimum
837 of three (3) workdays prior notice of any deliberations and/or hearings regarding the EAM for the
838 reasons previously stated.

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ARTICLE 16

CORRECTIVE DISCIPLINE

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

THE CORRECTIVE DISCIPLINE PROCESS

1. A Level I (Oral) Warning
2. A Level II Reprimand
3. A Level III Reprimand
4. Suspension With Pay
5. Suspension Without Pay
6. Dismissal

AREAS WHICH COULD INITIATE CORRECTIVE DISCIPLINE

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

1. **NEGLECT OF DUTY:**
The person is expected to be on duty, in their assigned area, during work hours and doing their assigned job.
2. **INSUBORDINATION:**
A failure to follow clear and reasonable orders, requests, or directives.
3. **FAILURE TO PERFORM DUTIES PROPERLY:**
The employee has the ability and experience; but, for some reason, is not getting the job done.
4. **IMPROPER CONDUCT:**
The EAM exhibits behavior which is in violation of written and/or unwritten

864 expectations.

865 5. **INCOMPETENCY:**

866 The EAM lacks the innate ability to successfully perform the job.

867 **LEVEL I WARNING**

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

870 **REQUIREMENTS OF A LEVEL I WARNING**

- 871 1. State that you are issuing a Level I Warning - an oral warning.
- 872 2. Review the Directive, Rule, Order or Regulation which is the basis for the warning.
- 873 3. State the Failure of the EAM to comply.
- 874 4. Emphasize the Expectation.
- 875 5. Always ask, "Is there anything I can do to help?"
- 876 6. Make an anecdotal record of Date, Time and Topic of the Discussion.
- 877 7. Offer the EAM a copy of the notes.
- 878 8. Obtain signatures of EAM and supervisor to confirm meeting took place.

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

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

882 **REQUIREMENTS OF A LEVEL II REPRIMAND**

- 883 1. State that you are issuing a Level II Reprimand or Warning.
- 884 2. Review the Directive, Rule, Order or Regulation which is the basis for disciplinary
885 action.
- 886 3. State the Failure of the EAM to comply.
- 887 4. Emphasize again, the Expectation - What is expected of the EAM.
- 888 5. Always ask, "Is there anything I can do to help?"

6. Offer a Plan of Assistance if appropriate.
7. Make an anecdotal record of Date, Time, and an Action taken, place in Personnel File.
8. Indicate that behavior could lead to disciplinary action if not corrected.
9. Offer EAM a copy of the notes.
10. Obtain a signature confirming that the conversation has taken place.

LEVEL III REPRIMAND - (formerly written)

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

Requirements of a Level III Reprimand

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

LEVEL IV - IMMEDIATE DISCIPLINARY ACTION

The evaluation process is progressive and designed to improve the conduct or performance of

914 the EAM. However, notwithstanding the fact that the process is progressive, it should be emphasized
915 that in certain circumstances, depending on the nature of the unacceptable conduct at issue, a first
916 offense could be one for which the staff member could be discharged. Accordingly, the nature of the
917 incident itself determines whether normal progressive steps of discipline are to be strictly followed.
918 The disciplinary action taken could include; in addition to, or in place of the Level I, II or III
919 Reprimands listed above:

- 920 1. Suspension with Pay
- 921 2. Suspension without Pay
- 922 3. Dismissal

923 **ARTICLE 17**

924 **DISCIPLINE**

925 A. An EAM of the Association shall be entitled to have present a representative of the Association
926 during any meeting which results in disciplinary action. Should disciplinary action need to occur at a
927 given meeting, the EAM will be advised, immediately, of the EAM's right to have an Association
928 representative present. When an EAM requests such representation, no further action shall take place
929 until the representative is present, except in cases of emergency.

930 B. No Ancillary staff shall be disciplined, demoted, or discharged without just cause. Any such
931 discipline, demotion, or discharge shall be subject to the professional grievance procedure hereinafter
932 set forth. All information forming the basis for disciplinary action will be made available to the
933 Ancillary staff and the Association.

934 C. No teacher shall be disciplined, demoted, or discharged for reasons that are arbitrary or
935 capricious. All information forming the basis for disciplinary action will be made available to the
936 Teacher and the Association. For discipline that involves the discharge or demotion of a tenured teacher
937 or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan
938 Teacher's Tenure Act, MCL 38.71, et seq. shall exclusively apply.

939 D. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions
940 without pay, demotions, or discharge. The specific grounds for disciplinary action will be presented in
941 writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

942 **ARTICLE 18**

943 **PROFESSIONAL BEHAVIOR**

944 A. EAMs are expected to comply with reasonable rules, regulations, and directions from time to
945 time adopted by the Board of Education or its representatives which are not inconsistent with the
946 provisions of this Agreement, providing that an EAM may reasonably refuse to carry out an order
947 which threatens physical safety or well-being. An EAM who reasonably believe that an
948 administrative directive is professionally demeaning must first comply with the directive but may file
949 a grievance and/or request expedited arbitration.

950 B. All EAMs shall cooperate fully in completing Student Evaluation Reports and all other reports
951 associated with their assigned responsibilities and shall file said reports in a timely manner when
952 requested. Recognizing that there are circumstances beyond the control of the district which affect
953 deadlines for such reports, where feasible advance notice of the deadline shall be provided. If the
954 deadline cannot be reasonably met due to circumstances beyond the employee's control, the employee
955 shall consult with his/her supervisor to consider other options. The Board assumes all responsibility
956 associated with Job Placement Student Evaluation Reports.

957 **ARTICLE 19**

958 **SENIORITY**

959 A. No later than thirty (30) days following the ratification of this agreement, and by every
960 September 30 thereafter, the employer shall prepare a seniority list.

961 B. The seniority list shall be published and e-mailed or delivered to each bargaining unit member
962 by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of
963 that same year; Otherwise, the seniority list will be considered final for that school year.

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

970 D. Seniority shall be applied towards General Education, Technical Education and Special
971 Education positions, and a seniority list shall be presented to the Association annually on or before
972 October 1. Any grievance or disagreement pertaining to the seniority shall be registered with the
973 administration office on or before November 1.

974 E. In the circumstance of more than one individual having the same day of work, all individuals so
975 affected will participate in a drawing to determine placement on the seniority list. The Association and
976 bargaining unit employees so affected will be notified in writing of the date, place, and time of the
977 drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow
978 affected bargaining unit employees and Association Representatives to be in attendance.

979 F. All seniority is lost when employment is severed by resignation, retirement, discharge for cause,
980 or transfer to a non-bargaining unit position for more than one and a half (1.5) years; However, until
981 recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if

982 severance of employment is due to layoff.

983 G. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid
984 leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military
985 Duty leave.

986 H. The Board shall use the seniority list from the previous school year (inclusive of any new hires
987 that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in
988 Article 20.

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ARTICLE 20

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REDUCTIONS IN PERSONNEL AND

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LAYOFF AND RECALL PROCEDURE

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ANCILLARY STAFF

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Should substantial and unforeseen changes in student population or other conditions make

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necessary a general reduction in the number of ancillary staff employed by the Board, the Board will

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retain, as nearly as possible, those ancillary staff certified for the position by the State of Michigan

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with permanent or continuing certificates having the most seniority in the Association.

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Layoff Procedure

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In order to promote an orderly reduction in personnel when the educational program,

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curriculum, and staff is reduced by action of the Board, the following procedure will be used:

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A. Probationary ancillary employees shall be laid off first. A probationary employee shall not be

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laid off unless there is a senior employee who is certified, qualified, and available to perform the

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duties of the position the probationary employee is vacating, or unless the position that the

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probationary employee is vacating is being eliminated altogether. Qualified includes highly qualified

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where applicable.

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B. If the reduction of ancillary employees is still necessary, then senior employees in the specific

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positions being reduced or eliminated shall be laid off on the basis of seniority, certification and

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qualifications except as hereinafter provided. So long as certification and qualifications are relatively

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equal as determined by the Board and both individuals meet the requirements of the original posting,

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layoffs made pursuant to this section shall be made in inverse order of seniority, i.e., those with the

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least seniority as defined in the seniority listing are to be laid off first. It is the EAM's responsibility

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to keep the District informed of current qualifications and certifications. All current qualifications and

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certifications must be on file with the Business Office on or before March 1 of each year. The Board

1013 will determine certifications and qualifications based on appropriate documents in the ancillary staff's
1014 file as of that date.

1015 C. An ancillary employee who is laid off pursuant to this Article has the right to be placed in a
1016 position occupied by an employee with less seniority so long as the laid off employee is certified and
1017 qualified to displace a less senior employee and to occupy the assignment held by that person. In
1018 considering relative qualifications, the Administration will review the employee's ability to perform
1019 the duties of the position, in accordance with the requirements of the posting for the position and any
1020 qualifications and standards set forth in the No Child Left Behind (NCLB) Act of 2001 including the
1021 amendments accomplished by the Individuals with Disabilities Education Improvement Act (IDEA) of
1022 2004 applicable to the position.

1023 **Recall Procedure**

1024 A. An ancillary employee shall be eligible for recall from layoff for a period of three (3) calendar
1025 years from the date of layoff.

1026 B. Recall of an ancillary employee shall be in the inverse order of layoff, i.e., those laid off last
1027 will be recalled first provided the employee is certified and qualified for the vacant position, and meets
1028 the requirements of the original posting. Vacancies will not be posted if there is a laid off unit
1029 member who is certified and qualified to fill that assignment.

1030 C. The Board shall give written notice of recall from layoff by sending a certified letter to said
1031 ancillary staff at his/her last known address. It shall be the responsibility of the ancillary staff to notify
1032 the board of any change in address. The ancillary staff's address as it appears in the board's records
1033 shall be conclusive when used in connection with layoffs, recalls, or any other notice to the ancillary
1034 staff. If the ancillary staff fails to acknowledge his/her availability for re-employment within five (5)
1035 calendar days after the date of receipt of the letter of recall or fifteen (15) calendar days after mailing
1036 of recall notice, unless an extension is granted in writing by the Board, said ancillary staff shall be
1037 considered a voluntary quit and shall completely terminate his/her individual employment contract and

any other relationships have had with the Board unless in conflict with tenure laws. Any ancillary staff in a layoff status shall have their recall rights terminated after three (3) years.

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

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

TENURABLE TEACHER POSITIONS

A. If because of circumstances such as reduction in student enrollment, changes in the curriculum or financial reasons, it becomes necessary for the Board to reduce the number of teachers employed by the District, the following procedures will be used.

1. Non-certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, the Board shall utilize the factors of certification and qualification as defined in Article 11, Section C, to determine the order of layoff, providing that such teachers who are retained are adequately certified and qualified for the positions they are to fill.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately certified and qualified teacher (per Article 11, Section C).

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive at least a 30-school day notice in writing before the effective date of layoff.

D. The Board shall give written notice of layoff or recall from layoff by sending a certified letter to the teacher at their last known address and via electronic mail. It shall be the responsibility of the

1063 teacher to notify Human Resources of any change in contact information.

1064 E. The certification and qualification of a teacher to be laid off shall be the certification and
1065 accumulated qualification on file with Human Resources at the time the layoff occurs. The certification
1066 and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on
1067 file with Human Resources at the time the notice of recall from layoff is sent. It is the teacher's
1068 responsibility to notify the District, in writing, of any inaccuracies in records and/or changes as they
1069 occur.

1070 F. Definitions:

1071 1. Certification – Adequately certified shall be defined as holding the required certificates,
1072 endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is
1073 the teacher's responsibility to file such certificates, endorsements, licenses, with Human Resources. The
1074 certification status of a teacher on file with the district shall be considered conclusive for all purposes
1075 under this Agreement.

1076 The teacher shall provide written notice to the District and Association of any change to their
1077 certificates, endorsements, or licenses after the original filing of same with the district. This shall include
1078 notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and
1079 any limitations thereon.

1080 2. Qualification – Teachers shall be considered qualified for positions for which they possess
1081 the appropriate certification as well as by the factors identified in Article 11, Section C.

1082 G. A teacher's eligibility for recall will terminate if any of the following occur: (1) the teacher
1083 refuses an offer of recall to a position for which the teacher is certified and qualified (per Article 11,
1084 Section C) and which is equivalent in time and compensation to the one from which they were laid off;
1085 (2) the teacher fails to respond to the recall notice within five (5) calendar days from date of receipt of
1086 letter of recall; (3) the teacher resigns or otherwise terminates employment with the District; (4) the
1087 teacher does not have a valid Michigan teaching certificate for the assignment on the date of recall; or

1088 (5) the teacher's recall rights have expired. A teacher's recall rights will not be terminated for refusing
1089 recall because of a contract with another Michigan school district if the teacher notifies the District in
1090 writing of the date on which the contract will terminate within (5) calendar days from the date of receipt
1091 of letter of recall. In such case, the teacher shall have the ability to finish the term of their contract before
1092 reporting for duty at the District of Recall. Should the teacher refuse that option, or fail to notify the
1093 District as required above, they shall be deemed to have voluntarily quit and recall rights will be
1094 terminated.

1095 H. Any teacher in a layoff status shall have their recall rights terminated after three (3) years after
1096 the last date of release by the District.

1097 ALL EAMS

1098 A. All EAMs laid off shall have insurance benefits continued and paid by the Board in accordance
1099 with the provisions in Article 27 (Insurance Article) through the month of the effective date of layoff.
1100 After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's
1101 layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the
1102 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

1103 **ARTICLE 21**

1104 **CONTINUITY OF OPERATIONS/SCHOOL CLOSURES**

1105 A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly,
1106 engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment
1107 Relations Act.

1108 B. Nothing in this Article shall require the Board to keep schools open in the event of severe
1109 inclement weather or when otherwise prevented by an act of God and nothing shall require EAMs to
1110 report for work in such circumstances.

1111 C. The Association agrees to not participate in any strike or work slowdown or work stoppage
1112 during the term of this contract.

1113 D. If and when it is necessary to close school in the event of severe inclement weather, or when
1114 otherwise prevented by an act of God, the director of the department is responsible to notify the public
1115 and as many personnel as possible using electronic and social media when possible. The standard
1116 means of communication will be through local radio stations. When schools are closed due to the
1117 above conditions, EAMs shall not be required to report for duty.

1118 E. At the point in any school year when thirty (30) hours or whatever the state standard is at the
1119 time for acts of God, cancellation and/or snow days have been given, the administration will provide
1120 to the Association within one (1) week of the occurrence of the thirty (30) hours of acts of God,
1121 cancellation/snow day, a schedule of anticipated make up days and hours of school operation
1122 necessary for compliance with state requirements. In the event that additional cancellation/snow days
1123 occur, a revised schedule will be provided to the Association according to the same time line. The
1124 revised schedule shall be a joint decision with the Association and the Administration to meet the state
1125 requirements for full state aid.

1126 **ARTICLE 22**

1127 **CALENDAR/MANDATORY IN SERVICE**

1128 A. For the term of this Agreement the school calendar shall be as set forth in Appendix B. There
1129 shall be no deviation from or change in the school calendar except by mutual agreement of the Board
1130 and the Association. There will be a minimum of 180 instructional days, 2 professional development
1131 (PD) days, and 2 inservice days. One inservice day will be the mandatory inservice, the second
1132 inservice day could be a full day, two half days, or up to 60 minutes added to the end of the work day,
1133 not to exceed 6.25 hours, for departmental meetings as assigned by administration. The 2 PD days will
1134 also be assigned by administration; however, they shall not be assigned prior to the first day of school
1135 for students or after the last day of school for students unless required by state and federal rules and
1136 regulations.

1137 B. No EAM will be required to remain after completion of the school calendar. Work is to be
1138 defined for technical education EAMs as having turned in all their grades, all their monies, and
1139 completed all incompletes for the semester's work. See Appendix C (End of Year Check List).

1140 C. Thirty (30) hours of professional development time for the duration of the contract with fifteen
1141 (15) of said hours to be assigned at the discretion of administration which includes the opening
1142 mandatory orientation session and the remaining fifteen (15) hours shall be related to the employee's
1143 current assignment. Such hours shall be secured with prior approval by the administrator and selected
1144 by the employee.

1145 D. It is understood and agreed to by both parties that quality in service/professional development
1146 is integral to professional growth and, therefore, both parties have committed to participate in thirty
1147 (30) contract hours of professional development/in-service in each contract year. In-
1148 service/professional development will be designed to meet the individual needs of each department, as
1149 represented by this agreement. It will be the responsibility of the Director of each department to
1150 outline, in writing, a plan for professional development/in-service within the given department. It is

1151 suggested that this plan be developed in cooperation with the given department's school development
1152 team and distributed to the EAMs by the Director or his/her designee.

1153 Attendance at all mandatory in-services will be uniformly enforced within each department.

1154 Should members of the Education Association be unable to participate in the in-service opportunities
1155 due to illness or personal commitment, sick leave or personal leave will be respectively substituted on
1156 an hour to hour exchange based upon the length of the professional development opportunity.

1157 **ARTICLE 23**

1158 **PROFESSIONAL COMPENSATION**

1159 A. The basic salaries of EAMs covered by this Agreement are set forth in Appendix D, which is
1160 attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during
1161 the term of this Agreement.

1162 B. In the event an EAM completes academic work during the first semester that will enable
1163 him/her to move to a higher bracket on the salary schedule, he/she will be compensated at the new rate
1164 for the ensuing semester. No EAMS may move within the salary schedule to a higher bracket based
1165 on coursework, unless that coursework is at the graduate level and meets all of the following terms and
1166 conditions:

- 1167 1. EAM must provide documentation to the Board or its designated administrators that the
1168 EAM has successfully completed the requirements of the necessary graduate level course
1169 work.
- 1170 2. The graduate level course work must be related to the EAM's professional field.
- 1171 3. The graduate level coursework must be either in a planned program or have the prior
1172 written approval of the Superintendent or designee.
- 1173 4. The EAM is responsible for notifying the Business Office, in writing, not less than thirty
1174 (30) calendar days prior to the beginning of the next semester. Documentation must be
1175 provided within five (5) days of receipt from the educational institution.

1176 EAMs will be paid in a manner to conform to one of two options:

1177 OPTION I - One twenty-fourth (1/24) of the annual salary, starting with the first payroll of the
1178 school year, less deductions. Included with this late payment, will be the total of withheld
1179 salary. Withheld salary is to be included in the last payment of the school year.

1180 OPTION II - One nineteenth (1/19) of the annual salary, starting with the first payroll of the
1181 school year, less deductions.

The final payment will be on June 10th. EAMs may elect either plan. Pay periods for the bargaining unit members' option will be on a semi-monthly basis being paid on the 10th and 25th of each month. If the 10th or 25th of the month falls on a weekends or holiday, the pay date will be the business day before the 10th or 25th.

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

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

MILEAGE

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

PART TIME

Part-time EAMs shall receive one-fifth (1/5) of their salary step if scheduled to instruct one (1) hour, two-fifths (2/5) for instructing two (2) hours, three-fifths (3/5) for instructing three (3) hours, etc. The part-time contract will require the individual to remain at the work site for the same fractional part of the preparation time in addition to the instructional time. All EAMs must obtain five-fifths year or

1207 more of experience before advancing a step on the salary schedule. Adjustments will be made at the
1208 beginning of each semester.

1209 **ANNUITIES**

1210 When an EAM has made proper application, the Board agrees to make deductions each pay
1211 period and remit funds for tax deferred annuities every month, beginning in September.

1212 **SCECHs AND TUITION REIMBURSEMENT**

1213 An EAM may apply to the board, through its administration, for tuition paid SCECHs related
1214 to work assignment or graduate level course work, up to \$1,000.00 per July 1 - June 30 per EAM. If
1215 approved, the EAM must provide original evidence provided by the School/Institution, of successful
1216 completion of the graduate level course, graduate level credits and/or SCECHs earned, if any. Upon
1217 receipt of such evidence, the Board will reimburse the EAM for the cost of tuition for the approved
1218 schooling. Such schooling may be used, if applicable, for movement on the salary schedule of the
1219 Master Agreement, commencing with next successive ISD semester.
1220 SCECHs applied as credit shall be done using the State of Michigan formula where one credit equals
1221 25 SCECHs, and one SCECH equals one contact hour.

1222 Only SCECHs obtained through the above approval process during employment with the
1223 DIISD will be credited toward movement on the salary schedule.

1224 **EXTENDED CONTRACT**

1225 Extended contracts for EAMs shall be determined on a departmental basis. The rate of pay
1226 shall be determined on a departmental basis. The rate of pay shall be established at the EAMs
1227 normal daily rate based on the salary schedule.

1228 **PROFESSIONAL FEES**

1229 The Board will contribute an amount not to exceed \$165.00 to help defray the membership fees
1230 of professional organizations per EAM per year. The EAM will provide documentation of
1231 professional organization membership and associated cost prior to payment. (Not Association dues or

1232 fees.)

1233 **ARTICLE 24**

1234 **SPECIAL TEACHING ASSIGNMENTS**

1235 A. Assignments for summer school programs (optional services) will be made by the Board on
1236 the basis of preference to certified, most-senior, staff possessing permanent or continuing
1237 certificates, licensure, or state approval regularly employed in the District during the normal school
1238 year. The base rate will be the prorated per-diem amount based on the current Salary Schedule in
1239 effect (see Appendix D). EAM assignments shall be mutually agreed upon between Administration
1240 and the staff. An EAM has the right to accept or decline any extra assignments offered to them.

1241 B. The Board shall provide substitute teachers, if available, when the regular EAM is absent.
1242 The Board agrees at all times to maintain a list of available substitute teachers. If class is in session
1243 and no substitute teacher is available, then the class will be supervised by certified personnel.

1244 C. Supervision by an EAM of a student teacher shall be voluntary and no EAM shall supervise
1245 more than one such student teacher per school year, except in areas of shortages and agreed to by the
1246 Board or its representatives and the Association. An EAM supervising a student teacher shall be paid
1247 an amount equal to the amount paid to the Board, for this purpose, by the university or college from
1248 which the student teacher will receive credit.

1249 D. Any state-mandated assignment, over and above the state prescribed student contact
1250 days/hours and the required professional development days: five (5) days or thirty (30) hours shall not
1251 be obligatory but shall be with the consent of the EAM. Preference in making such assignments will
1252 be given to the EAM who is employed in that position affected by mandated assignment. If that
1253 EAM does not want the position, the Board has the right to fill the position which is available per the
1254 procedures in Article 11, or the Board can hire someone outside the unit if no qualified bargaining unit
1255 member is available.

1256 **ARTICLE 25**

1257 **EMPLOYER SUPPORT OF STUDENT DISCIPLINE**

1258 Teachers shall be responsible for creating and maintaining conditions conducive to learning
1259 and discipline.

1260 The employer recognizes its responsibilities to give all reasonable support and assistance to
1261 teachers with respect to the maintenance of control and discipline. The district recognizes the need to
1262 have reasonable rules established for student conduct. At the beginning of each school year, the
1263 District will publish to all students and staff of the District a copy of all rules of conduct for students
1264 as shall be in effect at the time. Any change in the rules during the school year shall be similarly
1265 published before said rules shall become effective. In addition to the rules set forth above, each
1266 teacher may establish additional rules for students during the time said students are in his/her charge.
1267 The Board recognizes the regular classroom EAM may not be required to assume extraordinary duties
1268 beyond those mandated by the student's IEPC. Further, a regular classroom EAM may request an
1269 administrative review of placement and/or program concerning a unique student. Such review will
1270 take place within ten (10) contract days, and to involve appropriate advisory personnel. Whenever it
1271 appears a student may need specialized help, the EAM shall report this perceived need, in writing, to
1272 the EAM's immediate supervisor as soon as possible. The administrator and the EAM will, with
1273 prudent haste, develop and put into effect a plan of action which will best serve the needs of the
1274 student and EAM while preserving an appropriate discipline and learning atmosphere for other
1275 students in the classroom.

1276 Teachers may use such reasonable physical force to remove or restrain a student who refuses to
1277 cease disruptive conduct after being asked, in order to maintain appropriate control of a classroom or
1278 other school setting.

1279 **ARTICLE 26**

1280 **PROFESSIONAL GRIEVANCE PROCEDURE**

1281 A. A claim by an EAM or the Association that there has been a violation or misapplication of any
1282 provision of this Agreement may be processed as a grievance as hereinafter provided. Any rule, order,
1283 or regulation of the Board may be processed as a grievance as it affects the members of the bargaining
1284 unit as hereinafter provided.

1285 B. Level 1 - Ongoing informal discussion between staff and administration may take place prior
1286 to the filing of a grievance, without setting precedent. The grievance is to be presented to the
1287 grievant's immediate supervisor within fifteen (15) school days of the claimed violation or
1288 misapplication of any provision of this agreement. Within three (3) school days of the receipt of the
1289 grievance, a mutually agreed upon meeting must be scheduled. Disposition will occur within ten (10)
1290 school days from the date of the meeting.

1291 C. Level 2 – If the grievance is unresolved at Level #1, the grievance will be submitted to the
1292 Superintendent within ten (10) school days of the disposition at Level #1. Within three (3) school days
1293 of the receipt of the grievance, a mutually agreed upon meeting must be scheduled. Disposition will
1294 occur within ten (10) school days from the date of the meeting.

1295 D. Level 3 If the grievance is unresolved at Level #2, the grievance will be submitted to the Board
1296 of Education within ten (10) school days of the disposition at Level #2. The Personnel Committee of
1297 the board will address the issue within ten (10) school days of the date of the receipt of the Grievance
1298 at Level #3. The Board of Education will hold a hearing at their next scheduled Board Meeting
1299 following the Personnel Committee meeting. Disposition will occur within seven (7) school days from
1300 the date of the Board Hearing.

1301 E. Level 4 – If the grievance is not satisfactorily settled in Level 3, either party may request

1302 mediation by the Michigan Employment Relations Commission by giving written notice to the other
1303 party of its intent to do so within fifteen (15) school days following receipt of the Board's Level 3
1304 response. If Mediation is requested, Representatives of the Employer and the Association shall meet
1305 and confer with the mediator assigned to assist in resolving the dispute. Should the Board not provide
1306 a Level 3 Disposition, then only the Association may request mediation as stated above. The request
1307 must be made within fifteen (15) school days following the expiration of the Board's Level 3 response
1308 period.

1309 F. Level 5 - If resolution is not achieved in Level #4, the Union/Association has fifteen (15)
1310 school days from the date of disposition at Level #4 in which to file for Arbitration. Should neither
1311 party request Level 4 mediation within the fifteen (15) school day period, then following expiration of
1312 the Level 4, fifteen (15) school day period, the union/Association has fifteen additional school days to
1313 file for Arbitration. The arbitrator shall be agreed upon by the Board and the Association, or if no
1314 agreement is reached within five (5) school days of notice of appeal to arbitration, the parties agree to
1315 utilize the services of the American Arbitration Association as arbitrators. The fees and expenses of
1316 the arbitrator shall be shared equally by the Union and the Employer.

1317 The arbitrator in making his/her decision shall not change, alter or modify, nor shall he/she add
1318 to or subtract from any term or provision of this Agreement and shall be limited to deciding whether
1319 the Board has violated the expressed Articles or sections of this Agreement. The arbitrator may
1320 reinstate and/or make the grievant whole. The parties agree that an arbitrator's decision, if made in
1321 accordance herewith, shall be final and binding upon them and judgement thereon may be entered in
1322 any court of competent jurisdiction.

1323 In addition to other restriction in this Article, the arbitrator shall have no power to rule on the
1324 following:

- 1325 1. The termination of services or failure to re-employ any probationary EAM for other than
1326 contractual or procedural violations of this Agreement.
- 1327 2. The termination of services or failure to re-employ any EAM to a position on the extra-
1328 curricular schedule.
- 1329 3. Any claim or complaint subject to the procedures specified in the Tenure Act (Act IV,
1330 Public Acts, extra session, of 1937 of Michigan, as amended, including the amendments
1331 of 1967.)
- 1332 4. To add to, subtract from, or otherwise modify the expressed terms and conditions of this
1333 agreement.
- 1334 5. Rule on an issue barred from the scope of the grievance procedures.
- 1335 6. Establish wage scales.
- 1336 7. The content of an evaluation issued to a tenure or probationary teacher, unless pursuant to
1337 MCL 380.1249. See Article 15, Section C for Rights of Tenured Teachers.
- 1338 G. Dismissal based on an unsatisfactory or less than “effective” evaluation of an ancillary staff
1339 member who has successfully completed the probationary period may be submitted to arbitration. The
1340 fees and expenses of the arbitrator shall be paid by the loser as determined by the arbitrator.
- 1341 H. The time limits provided in this Article shall be strictly observed or the grievance shall be
1342 deemed to be waived, except that limits may be extended by written agreement of the parties. In the
1343 event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in
1344 hardship to any party, the Board shall process such grievance prior to the end of the school term or as
1345 soon thereafter as possible.
- 1346 I. Miscellaneous:
- 1347 1. A grievance may be withdrawn at any level without prejudice or record.

- 1348 2. Upon expiration of this Agreement, a grievance may only be processed through Level 4 of
1349 the grievance procedure.
- 1350 3. Grievances filed as Association grievances may, at the option of the Association, be initiated
1351 at Level 2 of the grievance procedure.
- 1352 4. Upon written request from the Association, the Employer shall permit an Association
1353 representative access to records as allowed under the Public Employment Relations Act
1354 (“PERA”), the Freedom of Information Act (“FOIA”), or any other applicable law.
1355 Confidential letters of reference secured from sources outside of the school system shall be
1356 excluded from inspection.
- 1357 5. A bargaining unit employee who must be involved in the grievance procedure during the
1358 workday shall be excused with pay for that purpose.

1359 **ARTICLE 27**

1360 **INSURANCE PROTECTION – HAS TO COMPLY WITH PA 152**

1361 A. The Board shall make available to the EAM the following insurance protection plans offered
1362 by the Michigan Education Special Services Association for the full 12 months. The specific MESSA
1363 Medical Plans available to eligible employees are determined by the Coalition Team of the Upper
1364 Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each
1365 September (after the initial year) for implementation on the following January 1. Should the district no
1366 longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will
1367 be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are
1368 still subject to this collective bargaining and are listed elsewhere in this contract. Any insurance
1369 benefits provided for herein shall be subject to the terms and conditions specified in the School
1370 District's MESSA Group Insurance Policies as well as utilizing their billing definition for subscriber
1371 category of Full family, 2 Person, and Single. However, if MDE requires a different definition, MDE's
1372 interpretation will control. The Board, by payment of any premium payments required to provide
1373 coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits
1374 provided in this agreement. Any change in carriers shall be derived at through mutual agreement
1375 between the Board and the Association. During the term of this agreement, should the Michigan
1376 Public Funded Health Insurance Contribution Act (PA 152 of 2011) be amended or repealed, the
1377 Association and the District agree to meet and negotiate the District's financial contributions to
1378 EAMs' health insurance premiums and other financial contributions allowed under PA 152.

1379 B.

- 1380 1. Employees may choose from one of the medical plans offered through the Upper
1381 Peninsula Area Purchasing Agreement (UP APA). In addition to, or separate from,
1382 employees may choose the following ancillary benefits: Delta Dental Plan 100/90/90/90:
1383 \$3,500 Annual Max; \$4,500 Lifetime Max, Vision VSP-3 Plus P 250CL, and \$50,000

Accidental Death and Dismemberment life insurance, and Long Term Disability.

2. The Board will pay up to their portion for full time employees up to the monthly contributions defined below, not to exceed the state cap. The distribution of insurance costs can be changed per subscriber category (Full family, 2 Person and Single) by the union, if it yields a zero net difference of the Board paid contribution.
3. If a MESSA HSA plan is selected, the Board will agree to pay the HSA contribution as follows: $\frac{1}{2}$ of the annual contribution in July and the other $\frac{1}{2}$ of the annual contribution in January if the employee is on staff on July 1st of the preceding year – at a rate equal to and not to exceed the deductible amounts in effect at the time of payment for single, 2 person, or full family per contract year. The July payment will not be made if the employee is not scheduled to return to work for the full school year; it would be prorated based on the projected work-days. If an employee starts after July of the contract year, the contribution will be prorated. If a termination of employment by either party is known prior to a HSA payment, the HSA contribution will be prorated based on projected work-days. In no case will the Board be required to contribute more than the amount permitted by 2011 PA 152.

OPTIONS, PAYMENTS AND CALCULATIONS

4. SELECTION The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. The non-health will be as described above and will not be changed.
5. PAYMENTS All Board paid premium or cash in lieu obligations are earned monthly

with the exception of the HSA twice annual contribution.

- a. The monthly Board paid premium for Choices II will be 1/12 of the annual state cap for medical. The monthly Board paid premium for the non-health benefits listed above for Plan A members based on provider status will be 1/12 of the annual cost. Example: If the annual state cap for full family is \$19,921.45 and the annual cost for non-health is \$1,200. The monthly Board obligation would be 1/12 of \$19,921.45 or \$1,660.12 and 1/12 of \$1,200 would be \$100 so the monthly Board obligation would be \$1,760.12.
- b. The monthly Board paid premium for an ABC Plan will be calculated as follows: The annual state cap (based on provider status) less the Board paid bi-annual contribution (based on provider status) equals the Board paid health contribution (BPHC). The Board will pay 1/12 of the BPHC on a monthly basis for all full time employees. The Board will pay 1/12 of the annual cost for the non-health benefits listed above per month for full time members based on provider status. Example: The annual state cap for full family is \$19,921.45; the annual contribution will be \$2,800. $\$19,921.45 \text{ minus } \$2,800 = \$17,121.45$. The monthly obligation would be 1/12 of \$17,121.45 or \$1,426.79 as well as \$1,400 in July and \$1,400 in January.

These payment calculations are based on the state cap, but blending is allowed if the district has a net-zero effect and can follow all taxing regulations.

- c. The Board paid premium for Plan B will be as follows: single subscribers will receive a total monthly CIL contribution of \$458.33 less the monthly cost of the insurance. The two person and full family will receive a total monthly CIL contribution of \$750.00 less the monthly cost of the insurance. The annual cost will not exceed \$5,500 for a single subscriber or \$9,000 for a two person or full

1434 family. Example: If the monthly Board paid Plan B is \$458.33 and the monthly
1435 cost of insurance was \$300, the monthly CIL contribution would be \$158.33.

1436 6. STATE CAP The State cap will be annually adjusted at the start of the medical plan year
1437 for the duration of this contract using the state approved cap established at the start of
1438 that calendar year. At the conclusion of this contract, the Board paid portions will be
1439 adjusted according to state law.

1440 Plan B: Association members not using a MESSA medical plan will have MESSA/Delta
1441 Dental Plan 100/90/90/90: \$3,500 Annual Max; \$4,500 Lifetime Max, Vision VSP-3 Plus
1442 P 250CL, \$50,000 Accidental Death and Dismemberment life insurance, and Long Term
1443 Disability (66 and 2/3%). A total value not to exceed \$9,000.00 inclusive of the cost to
1444 Plan B with the balance paid in cash on a pro-rated payroll basis for two person or full
1445 family or for a total value not to exceed \$5,500 inclusive of the cost of Plan B for a single
1446 subscriber.

1447 C. The balance of any increase in health care insurance and additional benefits package for Plan A
1448 and Plan B participants will be paid in full by the employee utilizing a prepayment or payroll
1449 deduction method.

1450 D. Association members completing partial year employment and terminated by Board decision
1451 shall have the Board approved monthly premium paid by the Board beyond their final day on the job
1452 for one month. This would not include any HSA contributions. Association members completing a
1453 partial year employment by their decision, will be required to pay back on a prorated basis, the
1454 Board's HSA contribution. This adjustment will be via their last paycheck or an invoice from the
1455 district if the paycheck will not cover the amount.

1456 E. Insurance and option pro-ration:

1457 1. Part time EAMs of district may participate in Plan A on a pro-rated basis if they are
1458 employed for 50% or more of a full time position. Example: A 50% time employee

1459 would receive board participation at a rate of 50% of the board covered premium as well
1460 as 50% for the board-paid HSA contribution

1461 2. Participation in the Plan B package by a part time EAM shall be pro-rated on the same
1462 percentage basis.

1463 3. Part time employment of an EAM for 80% or more of full time shall be considered as full
1464 time employment for health insurance or insurance option purposes. See Article 23: Part
1465 Time.

1466 4. For Dental and Vision insurance purposes, 50% employment constitutes availability in
1467 this program on a prorated basis.

1468 F. Negotiated LTD (Long Term Disability): 66 2/3%, with maximum monthly salary allowance
1469 of \$7,000; \$10,500 maximum monthly income; 90 calendar days straight wait; Alcohol/Drug/Mental/
1470 Nervous is considered the same as any other illness; family/social security offset; 2 year own
1471 occupation; 5% minimum payout; pre-existing condition waiver is included; includes a freeze on
1472 offsets.

1473 **ARTICLE 28**

1474 **RETIREMENT SEVERANCE PLAN**

1475 **SEVERANCE PLAN:**

1476 Terms of the Severance plan are:

- 1477 1. Must have a minimum of ten (10) years of service with the ISD.
- 1478 2. Must qualify for sixty (60) percent or more of full retirement.
- 1479 3. An Association member seeking severance must make application in writing to the Board
1480 of Education, using the form found in the Appendix, by April 1 of the year of retirement. The
1481 association member must complete the full contract year in which they request the early
1482 retirement incentive.
- 1483 4. The EAM seeking severance must qualify and make application for retirement under the
1484 Michigan teacher retirement system.
- 1485 5. The EAM will forfeit any and all recall rights and all accumulated seniority.
- 1486 6. The EAM will have a limit of 180 days for use as sick leave but will be paid off on the
1487 total amount of days accumulated up to a maximum of 300 days.
- 1488 7. If the EAM uses the annual allotted sick days (12) or less in their last full year of
1489 employment, they will be paid their sick leave based on column 2 for all of their
1490 remaining sick days. For example, if an EAM uses 13 sick days in their last year of
1491 employment, they will be paid all their days using column #1, if they use 12 or less sick
1492 days that year they will use column #2 for all of their days.
- 1493 8. The EAM will also be paid a flat rate of \$50.00 per year of service to the DIISD district.
- 1494 9. The payoff would be spread equally across five years.
- 1495 10. The plan will be activated by the board on a yearly basis only when activation would
1496 save enough money to cover all costs to the district.

1497	<u>Severance Plan:</u>		
1498		Column 1	Column 2
1499	0-100 days of accumulated sick leave	\$20.00 per day	\$70.00 per day
1500	101-149 days of accumulated sick leave	\$40.00 per day	\$80.00 per day
1501	150-199 days of accumulated sick leave	\$60.00 per day	\$90.00 per day
1502	200-300 days of accumulated sick leave	\$80.00 per day	\$100.00 per day
1503	and		
1504	Years of Service to the District X \$50.00 per full year of service.		
1505	All payments made under this Plan shall be to a 403b tax deferred annuity account of the		
1506	retiree. Dickinson-Iron ISD established a Special Pay Plan effective June 1, 2006. This permits the		
1507	school system to pay unused sick leave, or terminal pay in a 403 (b) tax advantaged manner.		
1508	Participants that are 55 or older in the calendar year of retirement may elect to withdraw funds from		
1509	the Special Pay Plan without I.R.S. penalty. Eligible participants under the age of 55 are subject to a		
1510	ten percent (10%) early withdrawal penalty by the I.R.S. Accordingly, the Dickinson-Iron ISD will		
1511	make the under 55 employee whole by paying the difference of 2.35% between the 10% early		
1512	withdrawal penalty and the employee's 7.65% savings on social security taxes if the participant		
1513	decides to withdraw funds. The DIISD will make only one early payment adjustment per year, upon		
1514	written notification from the participant of intent to withdraw. Payments for retirement by the		
1515	Dickinson-Iron ISD into the plan for staff shall be paid no later than July 15, on an annual basis		
1516	following the date of retirement pursuant to the master agreement. Terminal leave payment dates for		
1517	staff will be determined on a case by case basis.		

1518 **ARTICLE 29**

1519 **NEGOTIATION PROCEDURES**

1520 A. It is contemplated that terms and conditions of employment provided in this Agreement shall
1521 remain in effect until altered by mutual agreement in writing between the parties. Nevertheless,
1522 because of the special nature of the public educational process, it is likewise recognized that matters
1523 may from time to time arise of vital mutual concern to the parties which have not been fully or
1524 adequately negotiated between them. It is in public interest that the opportunity for mutual discussion
1525 of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings,
1526 selecting representatives for discussion, furnishing necessary information and otherwise constructively
1527 considering and resolving any such matters.

1528 B. A reasonable time prior to expiration of this Agreement, upon request of either party,
1529 negotiations will be undertaken for an Agreement covering the next school year.

1530 C. Neither party, in any negotiations, shall have any control over the selection of the negotiating
1531 or bargaining representatives of the other party, and each party may select its representatives from
1532 within or outside the school district. While no final agreement shall be executed without ratification
1533 by the Association and the Board of Education, the parties mutually pledge that their representatives
1534 will be clothed with all necessary power and authority to make proposals, consider proposals, and
1535 make concessions in the course of negotiations.

1536 D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the
1537 mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem
1538 appropriate.

1539 E. An emergency manager appointed under the local government and school district fiscal
1540 accountability act is allowed to reject, modify or terminate this agreement as provided in the local
1541 government and school district fiscal accountability act. PERA section 15(7)

1542 **ARTICLE 30**

1543 **MISCELLANEOUS PROVISIONS**

1544 A. No polygraph or lie detector device shall be used by the Board in any investigation of any
1545 EAM.

1546 B. This Agreement shall constitute the full and complete commitments between the Board and the
1547 Association and may be altered, changed, added to, deleted from or modified only through the
1548 voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

1549 C. Any individual contract between the Board and an individual EAM heretofore executed shall
1550 be subject to and consistent with the terms and conditions of this Agreement and any individual
1551 contract hereafter executed shall be expressly made subject to and consistent with the terms of this or
1552 subsequent agreements to be executed by the parties. If an individual contract contains any language
1553 inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

1554 D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
1555 contrary to its terms. The provisions of this Agreement shall be incorporated into and be considered
1556 part of the established policies of the Board.

1557 E. If any provision of this Agreement or any application of the Agreement to any EAM or group
1558 of EAMs shall be found contrary to law, then such provision or application shall not be deemed valid
1559 and subsisting except to the extent permitted by law, but all other provisions or applications shall
1560 continue in full force and effect.

1561 F. There shall be two (2) copies of any final agreement. One (1) copy shall be retained by the
1562 Board and one (1) by the Association. This signed Agreement shall be posted on the District's Budget
1563 and Transparency website within ten (10) business days after the Agreement is signed. Employees
1564 covered under this bargaining agreement may use district resources to produce copies of this
1565 agreement at no cost to the employee nor the Association.

1566 G. The district shall provide employees with an individual contract no later than the first pay
1567 date of the school year. The individual contract shall include at a minimum:

- 1568 1. The employee's name;
- 1569 2. Years of service to the district;
- 1570 3. Step (including longevity step if applicable);
- 1571 4. Lane placement;
- 1572 5. Gross annual pay

1573 **ARTICLE 31**

1574 **ALCOHOLISM & DRUG ABUSE**

1575 The District's concern in this agreement is limited to alcoholism and drug abuse problems
1576 which cause poor attendance and unsatisfactory performance on the job. Such problems will be
1577 handled in a confidential manner.

1578 Although the Association and the Board jointly recognize that alcoholism and drug abuse are
1579 illnesses and shall be treated as such, an employee is responsible for their actions. Ancillary staff may
1580 be disciplined or dismissed for just cause; Teachers governed by the Teacher Tenure Act may only be
1581 disciplined or dismissed for reasons that are not arbitrary or capricious.

1582 Any EAM with an alcohol or drug abuse problem that requests diagnosis and/or treatment will
1583 not jeopardize his/her job rights or job security. Sick leave, personal leave, or unpaid leave may be
1584 used for treatment of alcoholism and drug abuse if the employee participates in a medically recognized
1585 and accepted rehabilitation program. The employee must complete an approved program and can
1586 utilize this provision only twice.

1587 All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the
1588 respective EAM and Association representative. If an administrator observes an EAM experiencing
1589 difficulties in maintaining his/her performance, and those difficulties, in the opinion of the
1590 administrator, are due to alcohol and/or drug abuse, said administrator will discuss the apparent
1591 difficulties with the EAM at a specially scheduled meeting. The EAM shall be afforded the right to
1592 have Association representatives present at such meeting.

1593 If at any time the EAM cannot perform his/her duties for that day, the EAM will be requested
1594 to take immediate sick leave.

1595 **ARTICLE 32**

1596 **SCHOOL DEVELOPMENT**

1597 School Development is a joint planning and problem-solving process that seeks to improve the
1598 quality of life in the school and the delivery of quality education. The Board and the Association
1599 agree that employee participation in decision making is a process for involving employees in decision
1600 making through joint planning and problem solving. The provisions which follow are agreed to for
1601 the purpose of establishing the expressed conditions which shall govern the school development plan
1602 in the DIISD.

1603 A. No section of the school development plan shall be in conflict with or supersede the terms of
1604 the collective bargaining agreement between the parties.

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

1608 C. Participation by the employee in any school development plan is voluntary and such
1609 participation or non-participation shall not be used for evaluation, discipline, or discharge, except as
1610 required by MCL 380.1248.

1611 **ARTICLE 33**

1612 **COMMUNICABLE DISEASES**

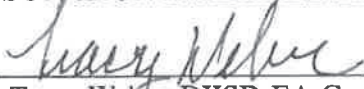
1613 It is recognized that students with chronic or ongoing communicable diseases whose
1614 transmittal can be avoided by reasonable hygienic procedures and environmental management may,
1615 given individual circumstances of the case, not be excluded from school. The Employer will provide
1616 the Association, prior to adoption or implementation of any policy dealing with communicable
1617 diseases, notice and opportunity to bargain procedures as they impact on the working conditions and
1618 health and safety of bargaining unit members. In the event that a child with an ongoing or chronic
1619 communicable disease is allowed, by policy or law, to attend school, all employees having contact
1620 with the student shall be given advance notice, if allowed by law, of the child's placement and/or
1621 return to school. The District shall provide in-service instruction in hygienic practices and
1622 management to members coming into contact with students having such communicable diseases.

DURATION OF AGREEMENT

This Agreement shall continue in effect until the 30th Day of June, 2027. 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:


Tracy Weber, DIISD-EA Co-President

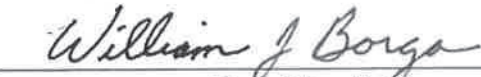
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION

BY:


Rebecca Frates, DIISD-EA Co-President

DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

BY:


William Borga, Board President

BY:


Jennifer L. Huotari, Superintendent

MICHIGAN EDUCATION ASSOCIATION

BY:


David Martinson, MEA Representative

DATED THIS 10th DAY OF July, 2025.

APPENDIX A

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 B
DICKINSON-IRON INTERMEDIATE
SCHOOL DISTRICT
SCHOOL CALENDAR

TBA

[illegible]

DICKINSON-IRON TECHNICAL EDUCATION CENTER

TO: ALL TEACHERS

SUBJ: END OF YEAR ACTIVITIES (EXIT REPORT)

The Director of Technical Education will provide a list of year end exit requirements prior to May 1st of each school year. The EAM staff has until the last assigned teacher day to complete the tasks.

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

EAM 2024-2025 SALARY SCHEDULE

POSITION	GSR	BA/BS+60					
		BA/BS+40			MSW/PSY/ST/OT/PT		
		BA/BS	BA/BS+18	BA/BS+24	MA OR 32	MA+8	MA+32
		1	A	B	C	D	E
0		31,668	47,277	48,958	50,646	52,332	54,012
1		32,870	49,888	51,677	53,468	55,251	57,040
2		34,120	52,496	54,391	56,285	58,173	60,069
3		35,416	55,108	57,103	59,098	61,098	63,091
4		36,762	57,720	59,818	61,918	64,023	66,119
5		38,160	60,327	62,530	64,734	66,941	69,151
6		39,608	62,936	65,242	67,556	69,862	72,169
7		41,115	65,544	67,959	70,374	72,784	75,200
8		42,675	68,155	70,672	73,192	75,711	78,231
9		44,299	70,765	73,391	76,010	78,632	81,253
10		45,985	73,474	76,208	78,936	81,670	84,397

SERVICE CREDIT SHOWN ON STRAIGH HOURS

11-15	\$1,986	\$47,971	\$75,460	\$78,194	\$80,922	\$83,656	\$86,383	\$89,108
16-20	\$2,090	\$50,061	\$77,550	\$80,284	\$83,012	\$85,746	\$88,473	\$91,198
21-25	\$2,195	\$52,256	\$79,745	\$82,479	\$85,207	\$87,941	\$90,668	\$93,393
26-30	\$2,299	\$54,555	\$82,044	\$84,778	\$87,506	\$90,240	\$92,967	\$95,692

SALARY CALCULATIONS:

SEVEN HOUR STAFF WILL RECEIVE 12% ABOVE THE BASE 0 DEGREE/CREDIT LANE. EAMS HIRED PRIOR TO THE RATIFICATION OF SUCCESSORE AGREEMENT BY BOTH PARTIES, AND ALREADY BEING PAID AT THEIR STEP SHALL NOT BE REDUCED IN COMPENSATION.

THE PLUS SYMBOL (+) REPRESENTS CREDIT EARNED FOLLOWING THE EARNING OF THE INDICATED DEGREE AND NOT PRIOR TO EARNING. (Employees hired prior to July 1, 2024, and already placed on the schedule shall not be reduced in compensation or placement to correct this.)

For 2024-2025, eligible employees will advance one step on the salary schedule, effective January 1, 2025. 4% increase to salary schedule (Steps 0-10) effective January 1, 2025. Retroactive increases to be paid in the second pay period following the ratification by the parties.

EAM 2025-2026 SALARY SCHEDULE

POSITION	BA/BS+60					
	BA/BS+40			MSW/PSY/ST/OT/PT		
	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	MA+8	MA+32
	A	B	C	D	E	F
0	\$ 48,695	\$ 50,427	\$ 52,165	\$ 53,902	\$ 55,632	\$ 57,365
1	\$ 51,385	\$ 53,227	\$ 55,072	\$ 56,909	\$ 58,751	\$ 60,591
2	\$ 54,071	\$ 56,023	\$ 57,974	\$ 59,918	\$ 61,871	\$ 63,814
3	\$ 56,761	\$ 58,816	\$ 60,871	\$ 62,931	\$ 64,984	\$ 67,047
4	\$ 59,452	\$ 61,613	\$ 63,776	\$ 65,944	\$ 68,103	\$ 70,273
5	\$ 62,137	\$ 64,406	\$ 66,676	\$ 68,949	\$ 71,226	\$ 73,496
6	\$ 64,824	\$ 67,199	\$ 69,583	\$ 71,958	\$ 74,334	\$ 76,495
7	\$ 67,510	\$ 69,998	\$ 72,485	\$ 74,968	\$ 77,456	\$ 79,942
8	\$ 70,200	\$ 72,792	\$ 75,388	\$ 77,982	\$ 80,578	\$ 83,173
9	\$ 72,888	\$ 75,593	\$ 78,290	\$ 80,991	\$ 83,691	\$ 86,388
10	\$ 75,678	\$ 78,494	\$ 81,304	\$ 84,120	\$ 86,929	\$ 89,736

SERVICE CREDIT SHOWN ON STRAIGH HOURS

11-15	\$1,986	\$ 77,664	\$ 80,480	\$ 83,290	\$ 86,106	\$ 88,915	\$ 91,722
16-20	\$2,090	\$ 79,754	\$ 82,570	\$ 85,380	\$ 88,196	\$ 91,005	\$ 93,812
21-25	\$2,195	\$ 81,949	\$ 84,765	\$ 87,575	\$ 90,391	\$ 93,200	\$ 96,007
26-30	\$2,299	\$ 84,248	\$ 87,064	\$ 89,874	\$ 92,690	\$ 95,499	\$ 98,306

SALARY CALCULATIONS:

SEVEN HOUR STAFF WILL RECEIVE 12% ABOVE THE BASE 0 DEGREE/CREDIT LANE. EAMS HIRED PRIOR TO THE RATIFICATION OF SUCCESSORE AGREEMENT BY BOTH PARTIES, AND ALREADY BEING PAID AT THEIR STEP SHALL NOT BE REDUCED IN COMPENSATION.

THE PLUS SYMBOL (+) REPRESENTS CREDIT EARNED FOLLOWING THE EARNING OF THE INDICATED DEGREE AND NOT PRIOR TO EARNING. (Employees hired prior to July 1, 2024, and already placed on the schedule shall not be reduced in compensation or placement to correct this.)

GRIEVANCE REPORT FORM

Grievant _____
Grievance # _____

Date Submitted _____
Contract Maintenance Person _____
Association President _____

Grievance: _____

Immediate Supervisor _____
Department Administrator _____
Date Received _____

Level #1 On-going 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 from the date of the meeting)**

Signatures/Date: _____

Grievant: _____

Contract Maintenance: _____

Supervisor: _____

Departmental Supervisor: _____

Superintendent: _____

Others present at meeting: _____

Comments: (use reverse side)

Level #2 Superintendent Level

If the grievance is unresolved at Level #1, the grievance will be submitted to the Superintendent within ten (10) school days of the disposition at Level #1. Within three (3) school days of the receipt of the grievance, a mutually agreed upon meeting must be scheduled.

Date Grievance received by the Superintendent _____

Date of Meeting _____

Date of Disposition (will occur within 10 school days from the date of the meeting) _____

Signatures/Date: _____

Superintendent: _____

Grievant: _____

Contract Maintenance Person: _____

Union Representative: _____

Comments: _____

Level #3 Board of Education

If the grievance is unresolved at Level #2, the grievance will be submitted to the Board of Education within ten (10) school days of the disposition at Level #2. 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 #3. 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 Representatives: _____

Grievant: _____

Contract Maintenance Person: _____

Union Representative: _____

Comments: _____

Level #4 Mediation

If the grievance is not satisfactorily settled at Level #3, either party may request mediation by the Michigan Employment Relations Commission by giving written notice to the other party of its intent to do so within fifteen (15) school days following receipt of the Board's Level #3 response. If Mediation is requested, Representatives of the Employer and the Association shall meet and confer with the mediator assigned to assist in resolving the dispute. Should the Board not provide a Level #3 Disposition, then only the Association may request mediation as stated above. The request must be made within fifteen (15) school days following the expiration of the Board's Level #3 response period.

Date Mediation requested_____

Signatures/Date:_____

Board Representatives: _____

Grievant: _____

Contract Maintenance Person: _____

Union Representative: _____

Comments: _____

Level #5 Arbitration

If resolution is not achieved at Level #4, the Union/Association has fifteen (15) school days from the date of disposition at Level #4 in which to file for Arbitration. Should neither party request Level #4 mediation within the fifteen (15) school day period, then following expiration of the Level #4, fifteen (15) school day period, the Union/Association has fifteen (15) additional school days to file for Arbitration.

Date submitted to Arbitration_____

Date of Arbitration_____

Disposition and Award of Arbitrator_____

Signatures/Date:_____

Board Representatives: _____

Grievant: _____

Contract Maintenance Person: _____

Union Representative: _____

Timelines may be waived by mutual consent		
Level	Timeline Waiver	Signature/Dates
#1		
#2		
#3		
#4		
#5		

STUDENT ENRICHMENT ACTIVITIES / GUIDELINES

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 \$20,000.00, with the stipulation that the additional funds (\$4,000.00) 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 offset 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 \$16,500.00 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 initial 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 \$20,000.00 school year total for all programs involved according to these guidelines. Adjusted proposals can be submitted for approval up to June 1st of the fiscal year.
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 G

**DICKINSON-IRON ISD
APPLICATION FOR RETIREMENT SEVERANCE PLAN**

I am applying for the retirement severance plan 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 retirement severance plan 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)

Seniority List

APPENDIX H

TBA

DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT

Tuition Reimbursement Form

Employee Name

Date

Department

Please attach a copy of the Course Description to this Form

Course Title

Course Dates (Inclusive)

Location of Class/Workshop

Institution

Tuition Costs

SCECHs or Credit Hours
(Circle One)

Employee Signature

Administrator's Signature

Approved request forms for SCECH's and/or graduate hours must be on file in the Business Office and submitted prior to the beginning of the workshop or class.

Each EAM is eligible for up to \$1,000.00 per year Tuition Reimbursement for approved SCECH's and or graduate hours successfully completed.

APPENDIX J



Dickinson-Iron ISD Technical Education Center
**Dual Enrollment Course(s)
Form for Compensation**
Article IV, Section N Form

Directions: Complete form, print and sign before turning into the Technical Education Director. Must be turned in no later than three (3) weeks prior to the end of the semester.

Employee Name:

1st Course Title:

2nd Course Title:

3rd Course Title:

Semester: ☐ Fall
☐ Winter

Description of additional work:

Total Reimbursement Requested:

(\$250 per course)

Employee Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

Please note: Reimbursement will be provided on the second pay period following the last day of the semester in which the course was taught.

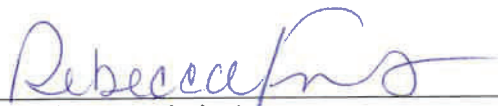
LETTER OF AGREEMENT
Between
BOARD OF EDUCATION OF
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
and
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION

The Board of Education ("Board") of Dickinson Iron Intermediate School District ("ISD") and Dickinson Iron Intermediate School District Education Association ("Association") agree to the following:

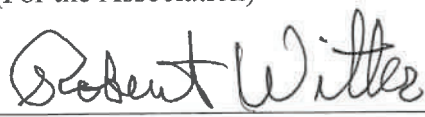
Due to the increase in annual work hours for the Great Start Readiness (GSR) teachers from 1,145 to 1,205 hours for the 2024-2025 school year, Appendix D, Column 1 (GSR) of the 2023-2024 EAM Salary Schedule will be adjusted as follows to be used as the base for the GSR teachers' 2024-2025 salary:

POSITION	GSR 1
0	\$ 30,450
1	\$ 31,606
2	\$ 32,808
3	\$ 34,054
4	\$ 35,348
5	\$ 36,692
6	\$ 38,085
7	\$ 39,534
8	\$ 41,034
9	\$ 42,595
10	\$ 44,216
11-15	\$ 46,202
16-20	\$ 48,292
21-25	\$ 50,487
26-30	\$ 52,786

Note: As the parties are currently in negotiations, the above salary schedule may be further adjusted following ratification of a successor agreement. This letter of agreement shall expire upon ratification of a successor agreement by both parties.


(For the Association)

09/05, 2024


(For the ISD)

9-6-2024, 2024

LETTER OF AGREEMENT
Between
BOARD OF EDUCATION OF
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
and
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION

The Board of Education ("Board") of Dickinson Iron Intermediate School District ("ISD") and Dickinson Iron Intermediate School District Education Association ("Association") agree to the following:

1. Due to the number of hours required to work in the dual GSR/Head Start Classroom at the Nordic Center, additional pay will be calculated for the 2024-25 school year for an employee who holds the Lead GSR/Head Start Classroom Coordinator position under the Education Association Union Contract.
 - a. The additional hours to pay are 143 hours. This is based on the regular hours required for the dual GSR/Head Start Classroom of 1,348 hours and the regular hours required for the GSR Classroom of 1,205 hours.
 - b. The rate of pay for the additional 143 hours will be at the employee's current Step and Lane of the ESP II Pay Grid due to these hours being attributed to the Head Start portion of the dual GSR/Head Start Classroom.
 - c. The payment of these additional hours will be processed on the payroll following the signed Letter of Agreement.

This Letter of Agreement is not precedent setting and expires as of June 30, 2025.

Rebecca Fr
(For the Association)

June 14, 2025

Nancy deKoster
(For the ISD)

June 16, 2025

**Letter of Agreement
Between the
Dickinson-Iron Intermediate School District
And
Dickinson-Iron Intermediate School District Education Association**

WHEREAS, the Dickinson-Iron Intermediate School District ("DIISD" or "Board") and the Dickinson-Iron Intermediate School District Education Association, UPEA, MEA-NEA ("DIISDEA") are parties to a collective bargaining agreement that has recognized the DIISDEA as the exclusive bargaining representative for Great Start Readiness Program Certified Teachers ("GSRP-CT") employed by the DIISD; and

WHEREAS, the Dickinson-Iron Intermediate School District ("DIISD" or "Board") and the Dickinson-Iron Intermediate School Education Support Professionals – II ("DIISD ESP II") are parties to a collective bargaining agreement that has recognized the DIISD ESP II as the exclusive bargaining representative for the Great Start Readiness Program Non-Certified Lead Teachers employed by the DIISD; and

WHEREAS, the parties recognize past and ongoing conflicts that have arisen from having the same bargaining unit work split between two different bargaining units; and

WHEREAS, the parties wish to eliminate the potential for future conflicts; and

THEREFORE, the parties agree to the following:

1. The DIISDEA shall voluntarily release the GSRP-CT positions from the collective bargaining agreement between the DIISD and DIISDEA, effective July 1, 2025.
2. The DIISD agrees to voluntarily recognize the DIISDEA as the exclusive bargaining representative for the following previously non-affiliated positions, to be effective July 1, 2025:
 - a. Early Literacy Consultant
 - b. K-12 Literacy Consultant
 - c. Mental Health Workers
3. The positions identified in Item 5, above, shall be considered "Itinerant" positions under the collective bargaining agreement between the DIISD and the DIISDEA, unless an individual is subject to Article II – Probationary Period and Article III – Continuing Tenure of the Michigan Teacher Tenure Act. Should an employee only be subject to Article II of the Michigan Teacher Tenure Act and not be eligible for Articles III through XII of the Act, then the employee shall be considered "Itinerant" once the probationary period is completed.
4. The positions identified in Item 2, above, shall remain on the current salary schedule in place for the 2024-2025 school year. Beginning with the 2025-2026 school year, the DIISDEA negotiated salary increase and benefits shall be applied to this salary schedule, and subsequent years until negotiated otherwise.
5. The positions identified in Item 2, above, shall have their days reduced from 190 workdays to reflect the number of workdays negotiated between the DIISD and the DIISDEA (183 school days for the 2025-2026 school year). The number of hours worked in a day shall reflect the amount in the DIISDEA Master Agreement (6.25 hours per day).

6. The positions identified in Item 2, above, shall be granted ½ year of seniority in the DIISD EA bargaining unit for each year of employment at the DIISD.
7. This agreement shall take effect on July 1, 2025, and shall remain in effect until negotiated otherwise.

This Letter of Agreement is entered into this 13 ^{June} day of ~~May~~, 2025, by and between the undersigned parties, whose authorized agents and representatives have affixed their signatures attesting thereto as follows.

**BOARD OF EDUCATION OF THE
DICKINSON-IRON INTERMEDIATE
SCHOOL DISTRICT**

Dated: May 14 2025

By: William J. Borga
[print name] William Borga
Its: Board President

**DICKINSON-IRON INTERMEDIATE
SCHOOL DISTRICT EDUCATION ASSOCIATION,
UPEA/MEA/NEA**

June 12
Dated: May 14 2025

By: Rebecca Frates
[print name] Rebecca Frates
Its: Union Co-President

MICHIGAN EDUCATION ASSOCIATION

June 13, 2025
Dated: May 14 2025

By: David Martinson
[print name] David Martinson
Its: Union Director 18B

LETTER OF AGREEMENT
Between
BOARD OF EDUCATION OF
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
and
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION

The Board of Education ("Board") of Dickinson Iron Intermediate School District ("ISD") and Dickinson Iron Intermediate School District Education Association ("Association") agree to the following:

1. The non affiliated staff recognized in the Association as of July 1, 2025, will be paid on the negotiated Association Salary Grid under the collective bargaining agreement between the DIISD and DIISD EA, effective July 1, 2025.
2. This agreement shall take effect on July 1, 2025, and shall remain in effect until negotiated otherwise.

This Letter of Agreement is entered into this 16 day of June, 2025, by and between the undersigned parties, whose authorized agents and representatives have affixed their signatures attesting thereto as follows.

Rebecca Frost
(For the Association)

June 14, 2025

Nancy deKoster
(For the ISD)

June 16, 2025

LETTER OF AGREEMENT
Between
BOARD OF EDUCATION OF
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
and
DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION

The Board of Education ("Board") of Dickinson Iron Intermediate School District ("ISD") and Dickinson Iron Intermediate School District Education Association ("Association") agree to the following:

1. The non affiliated staff recognized in the Association as of July 1, 2025, will have the following language under the collective bargaining agreement between the DIISD and DIISD EA, effective July 1, 2025.
 - a. If payroll is processed on a fiscal year basis rather than a school year basis in 2024-25, that payroll schedule will remain in place for any EA employee as of July 1, 2025.
 - b. Seniority with DIISD given for all time employed by the DIISD through June 30, 2025 on the EA seniority list as of July 1, 2025. See attached listing for starting seniority as of July 1, 2025.
 - c. Days/Hours with employment renewal letter established for General Education EAMs. See attached language as of July 1, 2025.
2. This agreement shall take effect on July 1, 2025, and shall remain in effect until negotiated otherwise.

This Letter of Agreement is entered into this 6th day of ^{August}~~July~~, 2025, by and between the undersigned parties, whose authorized agents and representatives have affixed their signatures attesting thereto as follows.

Nancy Weber
(For the Association)

8-6 -, 2025

Nancy deKoster
(For the ISD)

8-6 -, 2025

Seniority as of 7/1/2025 for Non-Affiliated Staff

EMPLOYEE FIRST NAME	EMPLOYEE LAST NAME	DEPARTMENT	DATE HIRED	EAM UNION START DATE	ISD YEARS OF SERVICE AS OF 6/30/2025	ASSIGNMENT	TOTAL UNION POINTS	TE UNION POINTS	SE UNION POINTS	GE UNION POINTS
Jenna	Aho	GE	4/5/2022	7/1/2025	3.22	School Mental Health Provider	19.32	19.32	19.32	19.32
Virginia	Brouillard	GE	8/26/2024	7/1/2025	1.00	General Education Consultant	6.00	6.00	6.00	6.00
Eda	Gatien	GE	2/24/2020	7/1/2025	5.35	School Mental Health Provider	32.10	32.10	32.10	32.10
Dayna	Hodgins	GE	8/26/2024	7/1/2025	1.00	School Mental Health Provider	6.00	6.00	6.00	6.00
Elizabeth	Holsworth	GE	12/13/2022	7/1/2025	2.58	School Mental Health Provider	15.48	15.48	15.48	15.48
Megan	Nyberg	GE	3/1/2020	7/1/2025	5.33	School Mental Health Provider	31.98	31.98	31.98	31.98
Emily	Plemel	GE	8/6/2023	7/1/2025	2.00	School Mental Health Provider	12.00	12.00	12.00	12.00
Ashley	Thomas	GE	7/1/2020	7/1/2025	5.00	Early Literacy Consultant	30.00	30.00	30.00	30.00

HOURS & ASSIGNMENTS (General Education EAMs)

A. EAM Days & Hours:

- a. Effective, beginning in 2025-26, the EAM's normal schedule shall be 184 working days for six and one/quarter (6.25) hours of professional responsibility. Time for preparation, report writing, etc. is to be conducted at the appropriate on-site location, i.e. assigned office, the local school district or classroom.
- b. The EAM will not be expected to depart from these norms except in cases where the following exists:
 - i. The Board may assign additional scheduled hours/portions of hours during the normal contractual day, with the EAM's written consent. In such an event, the EAM's compensation shall be calculated using the EAM's current Degree/Credit Lane and Step for the base hourly rate, for the additional hours or portions of hours.
 - ii. The EAM may work their 184 days outside the SE/TE negotiated calendar with prior approval from the department director to accommodate professional training and/or student services based on the needs of the district.
 - iii. An emergency arises in which case consultation with the Association shall be made.
 - iv. The EAM may perform tasks or duties beyond those stated in this agreement if they choose to do so of their own free will. In this case, the EAM should not be given extra favors or any other type of compensation. In the same respect, an EAM who does not exceed those responsibilities which are defined in his/her job description would not be given unfair treatment.

B. EAM Notification of Renewal:

- a. All EAMs shall be given written notice of their renewal and tentative position for the forthcoming year no later than July 1 annually.
- b. In the event changes are made in positions, all EAMs shall have the right to discuss his/her position with the administration. Consideration of relationship between EAM and student(s) and/or EAM and school district(s) to maintain fidelity and consistency in the professional relationship.