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

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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

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

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

ARTICLE 1

RECOGNITION

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

ARTICLE 2

ASSOCIATION AND EAM RIGHTS

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

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

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

C. The Association shall have the right to use school office equipment and all types of audio-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

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

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

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

ARTICLE 3

MAINTENANCE OF STANDARDS

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.

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.

ARTICLE 4

RIGHTS OF THE BOARD

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

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

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

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

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

ARTICLE 5

MEMBERSHIP

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

ARTICLE 6

HOURS, CLASS LOADS, ASSIGNMENTS

(Special Education EAMs)

A. EAM Hours:

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

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. During the preparation period, student contact shall be voluntary.

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

   a. The Board may assign additional scheduled hours/portions of hours during the normal contractual day, with the EAM's written consent. In such 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.

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

c. 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 should not be given unfair treatment.

B. Class Loads:

1. Class size shall be determined in accordance with the current State Dept. Rules and Regulations for each discipline, including variance granted by the State.

2. All EAMs shall be given written notice of their tentative position for the forthcoming year no later than July 1. In the event that changes are made in positions, all EAMs shall have the right to discuss his/her position with the administration.

ARTICLE 7

HOURS AND CLASS LOAD

(Technical Education Teachers)

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

CTE CENTER/PROGRAMS

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

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

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

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

The above Board Policy proposal is contingent upon the following:

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

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

ARTICLE 8

SPECIAL STUDENT PROGRAMS TECHNICAL EDUCATION

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

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

ARTICLE 9

WORKING CONDITIONS - TOTAL ASSOCIATION

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

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

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

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

D. The Board shall provide:

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

Administration.

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

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

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

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

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

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

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

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

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

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.

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

ARTICLE 10

CERTIFICATION/QUALIFICATIONS AND ASSIGNMENTS

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

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

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

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

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

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

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

ARTICLE 11

VACANCIES AND TRANSFERS

VACANCIES

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

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

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

1. Applicant possess the minimum requirements for the posted position.

2. Professional background, including applicable area(s) of certification or endorsement(s), level 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.

ARTICLE 12

PROMOTIONS

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

ARTICLE 13

LEAVES

ILLNESS OR DISABILITY

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

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

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

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

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

MISCELLANEOUS LEAVE:

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

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

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

NOTIFICATION OF RETURNING FROM LEAVE

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

ARTICLE 14

ACADEMIC FREEDOM/GRADING

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

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

GRADING

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

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

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

b. Superintendent or his/her designee

c. Three teachers selected by the bargaining unit

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

ARTICLE 15

STAFF EVALUATION

ANCILLARY EVALUATIONS

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

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

C. Definitions:

INFORMAL OBSERVATION

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

FORMAL OBSERVATION

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

EVALUATION

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

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

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

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

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

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

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

a. The evaluating Administrator and teacher will determine the student growth and assessment data or student learning objectives that will be used by October 1st of each school year.

b. The teacher and their supervisor may mutually agree to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

6. An evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination. All teacher evaluation forms are housed electronically on the iObservation online platform.

B. Process

1. Classroom observations to assist in the year-end performance evaluation for teachers will be conducted as follows:

a. There will be at least 2 formal classroom observations of a teacher in each school year the teacher is evaluated. One observation may be unscheduled. Formal evaluations will be conducted at least 30 days apart.

b. Notice of scheduled observations will be provided to the teacher at least two (2) school days prior to the observation.

c. The classroom observation will include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and pupil engagement in the lesson. For unscheduled observations, teachers shall produce a copy of their lesson plan and the state curriculum standard that was used in the lesson within 5 days following the unscheduled observation.

d. An observation will be no less than 15 minutes.

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

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

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

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

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

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

D. Training on Evaluation Tools and Forms

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

PERSONNEL FILE

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

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

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

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

expectations.

5. **INCOMPETENCY:**

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

LEVEL I WARNING

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

REQUIREMENTS OF A LEVEL I WARNING

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

LEVEL II REPRIMAND (formerly oral)

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

REQUIREMENTS OF A LEVEL II REPRIMAND

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

the EAM. However, notwithstanding the fact that the 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 disciplinary action taken could include; in addition to, or in place of the Level I, II or III Reprimands listed above:

1. Suspension with Pay
2. Suspension without Pay
3. Dismissal

ARTICLE 17

DISCIPLINE

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

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

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

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

ARTICLE 18

PROFESSIONAL BEHAVIOR

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

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

ARTICLE 19

SENIORITY

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

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

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

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

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

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

severance of employment is due to layoff.

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

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

ARTICLE 20

REDUCTIONS IN PERSONNEL AND LAYOFF AND RECALL PROCEDURE

ANCILLARY STAFF

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

Layoff Procedure

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

A. Probationary ancillary employees shall be laid off first. A probationary employee shall not be laid off unless there is a senior employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether. Qualified includes highly qualified where applicable.

B. If the reduction of ancillary employees is still necessary, then senior employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, certification and qualifications except as hereinafter provided. So long as certification and qualifications are relatively equal as determined by the Board and both individuals meet the requirements of the original posting, layoffs made pursuant to this section shall be made in inverse order of seniority, i.e., those with the least seniority as defined in the seniority listing are to be laid off first. It is the EAM's responsibility to keep the District informed of current qualifications and certifications. All current qualifications and certifications must be on file with the Business Office on or before March 1 of each year. The Board

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

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

Recall Procedure

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

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

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

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

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

F. Definitions:

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

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

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

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

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

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

ALL EAMS

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

ARTICLE 21

CONTINUITY OF OPERATIONS/SCHOOL CLOSURES

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

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

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

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

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

ARTICLE 22

CALENDAR/MANDATORY IN SERVICE

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

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

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

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

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

Attendance at all mandatory in-services will be uniformly enforced within each department. Should members of the Education Association be unable to participate in the in-service opportunities due to illness or personal commitment, sick leave or personal leave will be respectively substituted on an hour to hour exchange based upon the length of the professional development opportunity.

ARTICLE 23

PROFESSIONAL COMPENSATION

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

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

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

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

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

OPTION II - One nineteenth (1/19) of the annual salary, starting with the first payroll of the 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

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

ANNUITIES

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

SCECHs AND TUITION REIMBURSEMENT

An EAM may apply to the board, through its administration, for tuition paid SCECHs related to work assignment or graduate level course work, up to $1,000.00 per July 1 - June 30 per EAM. If approved, the EAM must provide original evidence provided by the School/Institution, of successful completion of the graduate level course, graduate level credits and/or SCECHs earned, if any. Upon receipt of such evidence, the Board will reimburse the EAM for the cost of tuition for the approved schooling. Such schooling may be used, if applicable, for movement on the salary schedule of the Master Agreement, commencing with next successive ISD semester.

SCECHs applied as credit shall be done using the State of Michigan formula where one credit equals 25 SCECHs, and one SCECH equals one contact hour.

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

EXTENDED CONTRACT

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

PROFESSIONAL FEES

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

1232 fees.)

ARTICLE 24

SPECIAL TEACHING ASSIGNMENTS

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

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

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

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

ARTICLE 25

EMPLOYER SUPPORT OF STUDENT DISCIPLINE

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

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

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

ARTICLE 26

PROFESSIONAL GRIEVANCE PROCEDURE

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

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

C. Level 2 – 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. Disposition will occur within ten (10) school days from the date of the meeting.

D. Level 3 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. Disposition will occur within seven (7) school days from the date of the Board Hearing.

E. Level 4 – If the grievance is not satisfactorily settled in 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.

F. Level 5 - If resolution is not achieved in 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 additional school days to file for Arbitration. The arbitrator shall be agreed upon by the Board and the Association, or if no agreement is reached within five (5) school days of notice of appeal to arbitration, the parties agree to utilize the services of the American Arbitration Association as arbitrators. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

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

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

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

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

3. Any claim or complaint subject to the procedures specified in the Tenure Act (Act IV, Public Acts, extra session, of 1937 of Michigan, as amended, including the amendments of 1967.)

4. To add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.

5. Rule on an issue barred from the scope of the grievance procedures.

6. Establish wage scales.

7. The content of an evaluation issued to a tenure or probationary teacher, unless pursuant to MCL 380.1249. See Article 15, Section C for Rights of Tenured Teachers.

G. Dismissal based on an unsatisfactory or less than "effective" evaluation of an ancillary staff member who has successfully completed the probationary period may be submitted to arbitration. The fees and expenses of the arbitrator shall be paid by the loser as determined by the arbitrator.

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

I. Miscellaneous:

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

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

ARTICLE 27

INSURANCE PROTECTION – HAS TO COMPLY WITH PA 152

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

B.

1. Employees may choose from one of the medical plans offered through the Upper Peninsula Area Purchasing Agreement (UP APA). In addition to, or separate from, employees may choose the following ancillary benefits: Delta Dental Plan 100/90/90/90: $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: ½ of the annual contribution in July and the other ½ 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 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

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

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

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

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

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

E. Insurance and option pro-ration:

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

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

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

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

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

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

ARTICLE 28

RETIREMENT SEVERANCE PLAN

SEVERANCE PLAN:

Terms of the Severance plan are:

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

Severance Plan:

	Column 1	Column 2
0-100 days of accumulated sick leave	$20.00 per day	$70.00 per day
101-149 days of accumulated sick leave	$40.00 per day	$80.00 per day
150-199 days of accumulated sick leave	$60.00 per day	$90.00 per day
200-300 days of accumulated sick leave	$80.00 per day	$100.00 per day

and

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

All payments made under this Plan shall be to a 403b tax deferred annuity account of the retiree. Dickinson-Iron ISD established a Special Pay Plan effective June 1, 2006. This permits the school system to pay unused sick leave, or terminal pay in a 403 (b) tax advantaged manner. Participants that are 55 or older in the calendar year of retirement may elect to withdraw funds from the Special Pay Plan without I.R.S. penalty. Eligible participants under the age of 55 are subject to a ten percent (10%) early withdrawal penalty by the I.R.S. Accordingly, the Dickinson-Iron ISD will make the under 55 employee whole by paying the difference of 2.35% between the 10% early withdrawal penalty and the employee's 7.65% savings on social security taxes if the participant decides to withdraw funds. The DIISD will make only one early payment adjustment per year, upon written notification from the participant of intent to withdraw. Payments for retirement by the Dickinson-Iron ISD into the plan for staff shall be paid no later than July 15, on an annual basis following the date of retirement pursuant to the master agreement. Terminal leave payment dates for staff will be determined on a case by case basis.

ARTICLE 29

NEGOTIATION PROCEDURES

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

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

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

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

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

ARTICLE 30

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

1. The employee's name;

2. Years of service to the district;

3. Step (including longevity step if applicable);

4. Lane placement;

5. Gross annual pay

ARTICLE 31

ALCOHOLISM & DRUG ABUSE

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

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

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

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

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

ARTICLE 32

SCHOOL DEVELOPMENT

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

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

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

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

ARTICLE 33

COMMUNICABLE DISEASES

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

APPENDIX C

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!

APPENDIX D

EAM 2024-2025 SALARY SCHEDULE

POSITION	GSR	BA/BS	BA/BS+18	BA/BS+24	MA OR 32	BA/BS+40 MA+8	BA/BS+60 MSW/PSY/ST/OT/PT MA+32
	1	A	B	C	D	E	F
0	31,668	47,277	48,958	50,646	52,332	54,012	55,694
1	32,870	49,888	51,677	53,468	55,251	57,040	58,826
2	34,120	52,496	54,391	56,285	58,173	60,069	61,955
3	35,416	55,108	57,103	59,098	61,098	63,091	65,094
4	36,762	57,720	59,818	61,918	64,023	66,119	68,226
5	38,160	60,327	62,530	64,734	66,941	69,151	71,355
6	39,608	62,936	65,242	67,556	69,862	72,169	74,267
7	41,115	65,544	67,959	70,374	72,784	75,200	77,614
8	42,675	68,155	70,672	73,192	75,711	78,231	80,750
9	44,299	70,765	73,391	76,010	78,632	81,253	83,872
10	45,985	73,474	76,208	78,936	81,670	84,397	87,122

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 A	BA/BS+18 B	BA/BS+24 C	MA OR 32 D	BA/BS+40 MA+8 E	BA/BS+60 MSW/PSY/ST/OT/PT MA+32 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.)

APPENDIX E

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		

APPENDIX F

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
(DATE)

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)

APPENDIX H

Seniority List

TBA

APPENDIX I

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.

Rebecca [illegible] 09/05, 2024
(For the Association)

Robert Witte 9-6-2024, 2024
(For the ISD)

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 Fraas _____ June 14 _____, 2025
(For the Association)

Nancy deKoster _____ June 16 _____, 2025
(For the ISD)

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 day of ~~May~~ June, 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 Borgo
[print name] William Borgo
Its: Board President

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

June 12
Dated: ~~May~~ 2025

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

MICHIGAN EDUCATION ASSOCIATION

June 13, 2025
Dated: ~~May~~ 2025

By:
[print name] David Matthews
Its: UniServ Director 1/8B

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 Fry _____ June 14 _____, 2025
(For the Association)

Nancy DeKoster _____ June 16 _____, 2025
(For the ISD)

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 ~~July~~ August, 2025, by and between the undersigned parties, whose authorized agents and representatives have affixed their signatures attesting thereto as follows.

Tracy Weber — 8-6-, 2025
(For the Association)

Nancy deKoster — 8-6-, 2025
(For the ISD)

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.

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 School Psychology Apprentice Supervisor Duties requirement of the Grow Your Own - School Psychologist program, additional pay will be calculated for the current EAM School Psychologist under the Education Association Union Contract during the 2024-25 and 2025-26 school year.
    a. The additional duties will be completed as needed to fulfill the requirement of the Grow Your Own - School Psychologist supervisor role.
    b. The rate of pay for the additional duties will be $1,500 paid as a non-ORS reportable stipend.
    c. The payment of this additional compensation will be processed on the payroll following the signed Letter of Agreement for 2024-25 and on June 10, 2026 for the 2025-26 school year.

This Letter of Agreement is not precedent setting and expires as of June 30, 2026.

Rebecca [illegible] 08-13, 2025
(For the Association)

William J Borgo 8-13, 2025
(For the ISD)

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 School Psychology Apprentice Supervisor Duties requirement of the Grow Your Own - School Psychologist program, additional pay will be calculated for the current EAM School Psychologist under the Education Association Union Contract during the 2026-27 school year.
    a. The additional duties will be completed as needed to fulfill the requirement of the Grow Your Own - School Psychologist supervisor role.
    b. The rate of pay for the additional duties will be $1,500 paid as a non-ORS reportable stipend.
    c. The payment of this additional compensation will be processed on the June 10, 2027.

This Letter of Agreement is not precedent setting and expires as of June 30, 2027.

Rebecca [signature] 9-11, 2026
(For the Association)

William J Borgo 9-9, 2026
(For the ISD)

School Psych to be paid
on 6/10/2027.
is Jessica Nichols.

BASED ON 2.75%

EAM 2026-2027 SALARY SCHEDULE

POSITION		BA/BS A	BA/BS+18 B	BA/BS+24 C	BA/BS+32 MA D	BA/BS+40 MA+8 E	BA/BS+60 MA+32 MSW/PSY/ST/OT/PT/BCBA F
0		50,034	51,814	53,600	55,384	57,162	58,943
1		52,798	54,691	56,586	58,474	60,367	62,257
2		55,558	57,564	59,568	61,566	63,572	65,569
3		58,322	60,433	62,545	64,662	66,771	68,891
4		61,087	63,307	65,530	67,757	69,976	72,206
5		63,846	66,177	68,510	70,845	73,185	75,517
6		66,607	69,047	71,497	73,937	76,378	78,599
7		69,367	71,923	74,478	77,030	79,586	82,140
8		72,131	74,794	77,461	80,127	82,794	85,460
9		74,892	77,672	80,443	83,218	85,993	88,764
10		77,759	80,653	83,540	86,433	89,320	92,204
SERVICE CREDIT SHOWN ON STRAIGHT HOURS							
11-15	$1,986	79,745	82,639	85,526	88,419	91,306	94,190
16-20	$2,090	81,835	84,729	87,616	90,509	93,396	96,280
21-25	$2,195	84,030	86,924	89,811	92,704	95,591	98,475
26-30	$2,299	86,329	89,223	92,110	95,003	97,890	100,774

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.)

Tentative agreement for 2026-2027 includes 2.75% increase on the grid, not including an increase to the service credit advancement of one step for all EAM and retroactive pay to 7/1/2026.

Approved by the Board of Education at the 9/4/2026 Special Board Meeting.

Signed By:

Board President: William J Borga 9-10-26
William Borga

Superintendent: Jennifer Huotari 9/11/2026
Jennifer Huotari

EAM Co-President: Rebecca Frates 9/11/26
Rebecca Frates