# MASTER AGREEMENT

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**DICKINSON-IRON INTERMEDIATE BOARD OF EDUCATION**

**AND**

**DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT ESP II ASSOCIATION/MEA/NEA**

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# July 1, 2025 – June 30, 2028

**TABLE OF CONTENTS**


| ARTICLE | TITLE | PAGE |
|---|---|---|
| Article 1 | Agreement/Preamble | 1 |
| Article 2 | Recognition | 2 |
| Article 3 | Association Security & Membership | 3 |
| Article 4 | Employee & Association Rights | 5 |
| Article 5 | Rights of the Board | 9 |
| Article 6 | Grievance Procedure | 11 |
| Article 7 | Continuity of Operations | 14 |
| Article 8 | Negotiations Procedure | 15 |
| Article 9 | Work Year, Work Week, Work Day | 16 |
| Article 10 | Conditions of Employment | 19 |
| Article 11 | Seniority | 21 |
| Article 12 | Vacancies, Transfers, and Promotions | 24 |
| Article 13 | Reduction in Personnel, Layoff, and Recall | 27 |
| Article 14 | Sick Leave | 29 |
| Article 15 | Paid Leaves | 32 |
| Article 16 | Unpaid Leaves | 34 |
| Article 17 | Job Descriptions | 37 |
| Article 18 | Evaluation | 38 |
| Article 19 | Insurance Protection | 39 |
| Article 20 | Professional Development/Conferences/Workshops/Committees | 44 |
| Article 21 | Miscellaneous Provisions | 45 |
| Article 22 | Negotiations Procedures & Extent of Agreement | 48 |
| Appendix A | ESP II Grievance Report Form | 49 |
| Appendix B | ESP II Change of Status Form | 52 |
| Appendix C | Duration of Agreement | 53 |
| Appendix D | 2025-2026 ESP II Salary Grids | 54 |
| Appendix E | Seniority Listing | 57 |
| Appendix F | ESTA Information | 58 |
| Appendix G | Sick Leave Reimbursement Form | 59 |

## ARTICLE 1

## Agreement

This agreement is made and entered into this July 1, 2025, by and between the Dickinson-Iron Intermediate District Board of Education, hereinafter referred to as the "Board" or "Employer" and the Dickinson-Iron Intermediate School District Special Education Aides, Technical Education Paraprofessionals, Early Childhood Assistant/Associate Classroom Coordinators and Early Childhood Lead Classroom Coordinators "DIISD ESP II"/MEA-NEA hereinafter referred to as the "Association" or "Union" or "DIISD ESP II".

## PREAMBLE

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended; and

WHEREAS, the Board and the Association have entered into good faith negotiations and reached Agreement upon wages, hours and other terms and conditions of employment; and

WHEREAS, both the Board and the Association desire to establish cooperative and harmonious labor relations founded upon a mutually agreeable contractual relationship;

THEREFORE, the Board and the Association do hereby set forth and record this Master Agreement as their express and entire contractual commitment.

# ARTICLE 2

## Recognition

### A. Bargaining Unit Defined

The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, "The Public Employment Relations Act" as amended, for all employees (full-time and regular part-time), who are within the appropriate bargaining unit described and defined classifications as: ASC 0-12 (Assistant classroom coordinators), ACC+13/SE/TE aides and paraprofessionals (Associate Classroom Coordinators, Technical Education Paraprofessionals, Special Education Aides), CC, HV (Classroom Coordinators, Home Visitors), BA/BS CC, HV (Classroom Coordinators or Home Visitors with a Bachelor degree per Head Start Standards) but excluding the secretary to superintendent, school services, custodians, head maintenance, certified occupational therapist assistant, certified physical therapist assistant, systems operator, substitutes, supervisors and all other employees.

### B. Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Any new employee hired to fill a position that falls into one of the categories of the Recognition Clause will be instructed at the time of hire that the position is an Association position and that the terms and conditions of Article 3, Professional Responsibility, of this agreement shall prevail for the position after completion of the probationary period. This provision would require either membership in the Association or the payment of a Service Fee as a condition of employment. New employees are probationary for a period of ninety (90) workdays and are not covered by the provisions (other than wages and health insurance) of this contract. If employment is continued, the terms and conditions of this agreement begin on the ninety-first (91st) workday. Any days taken for sick, vacation or personal leave are not counted in the number of probationary days.

## ARTICLE 3

## Association Security and Membership

**A. Membership**

Membership in the Association is voluntary and shall comply with all State and Federal laws and regulations in accordance with the terms and conditions found in this Article.

The Association will give written notification annually to the DIISD indicating their officers prior to the start of the school year or within 30 days of a change.

The Employer shall notify the Association Treasurer of all newly hired employees and their ISD email addresses.

**B. Notification**

The Board agrees to send or present each newly hired employee with a copy of the current Master Agreement along with the individual employee data sheet.

Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of any such bargaining unit member and make appropriate remittance for Financial Service programs and annuities, insurance programs not fully Board-paid, financial institutions savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and the Board, but not more than the computer payroll program allows.

**C. Discipline or Discharge**

No non-probationary employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written documented verbal warnings; reprimands; suspensions with or without pay. The grounds for discipline will be presented in writing to the bargaining unit member. The Board reserves the right in certain circumstances, depending on the nature of the unacceptable conduct at issue, to determine that a first offense could be one for which the staff members could be discharged. Accordingly, the nature of the incident itself determines whether normal progressive steps of discipline are to be followed and the process accelerated at the discretion of the Board.

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. A copy of a written warning or reprimand or

suspension shall be given to the bargaining unit member. This provision does not preclude the administration from making a record of a verbal warning to document a discussion of a problem prior to issuing a written warning.

An employee who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator no later than five (5) business days following that date on which the discipline was imposed. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary actions issued by the administration and/or Board. An employee who files as exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

A bargaining unit member shall be entitled to have present, a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee for a maximum of twenty-four (24) hours or until such representative of the Union is present (whichever comes first). In serious cases the Board will advise the Association of the need for immediate representation. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility.

The concept of progressive discipline is acknowledged. Progressive discipline may include:

1. Verbal warning with written recap including signatures and dates by the employee and supervisor/administrator, following a discussion of the situation.
2. Written reprimand by Supervisor/Administrator.
3. Suspension with or without pay.
4. Dismissal for just cause.

The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progressive discipline. The Board has the right to suspend with or without pay during the investigation or place the employee on paid or unpaid Administrative leave.

## ARTICLE 4

## Employee and Association Rights

**A. Right to Organize**

Pursuant to the Michigan Public Employment Relations Act, as amended, the Board hereby agrees that an employee, as defined in Article 2, shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

The Employer undertakes and agrees that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Nothing contained within this Agreement shall be construed to deny to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

Non-discrimination

The Employer and the Union agree that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, or qualified disability.

The Association and the Board feel that the private and personal activities of bargaining unit members outside the work site are their own concern provided:

1. Such private and personal activities are not the subject of legal investigation/intervention which would potentially be harmful or cause undue controversy to the DIISD.
2. Such private and personal activities do not adversely affect the work performance of the bargaining unit member.
3. Such private and personal activities do not reflect negatively on the DIISD and its programs.

**B. Use of Facilities**

The Association and its representatives shall have the right to use the school facilities for meetings when not conflicting with pre-scheduled activities, except during the employee's work 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 building administrator concerned or other authorized personnel. The Association will comply with DIISD Policy #7510 adopted in April 1997.

**C. Equipment**

The Association shall have reasonable use of office equipment. The Association shall pay for the actual cost of all materials and supplies incident to such use. Use of such equipment for Association business is not to take place during work time. No equipment shall be taken from the building without administration permission. Any use of school equipment including telephones, computers and internet will be consistent with the District's policies and acceptable use agreements.

**D. Emergency Business**

The duly authorized president or their designee in the absence of the president shall be granted time to transact official Association business during the workday only in case of emergency. Emergency is defined as Association business that cannot be conducted outside of the normal workday. No official shall leave his/her classroom or post without obtaining prior approval of the appropriate administrator.

**E. Mail**

The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in each building or facility to which employees may be assigned. The Board shall allow utilization of the present school mail delivery system for Association usage, consistent with the District's policies and acceptable use agreement.

**F. Information**

The Board agrees to furnish public records to the Association in response to reasonable requests for public information under the Public Employment Relations Act and the Freedom of Information Act. The Board also agrees to furnish information such as records concerning the district's financial resources and other such information as will assist the Association in preparing for grievance and negotiations. The

Board will furnish the Association president with the same agenda and public information attachments as is available for any citizen, as soon as it becomes available for distribution. The Board or its administrative designee may request relevant information from the Association.

**G. Negotiations**

Negotiations between the Association and Board shall not take place during the work day except with permission of both the Association and the Board.

**H. Personnel Files**

The Board and Association agree that all employment related use of Association member's personnel file(s) shall comply with State and Federal laws, rules, and regulations that apply, and specifically the Freedom of Information Act. Written permission must be obtained from an employee before the Association has access to their personnel file. Under the Public Employment Relations Act, however, employee medical records shall not be provided to the Association without a completed HIPPA compliant authorization. If an Association request for a member's personnel file is made under the FOIA, the employee will be notified. An employee will have the right to review the contents of all records of the Employer pertaining to said employee originating after initial employment, and to have a representative of the Union accompany him/her in such review.

Complaints originating after initial employment will not be placed in an employee's personnel file unless the employee has had an opportunity to review the material. All adverse material, with the exception of items barred through PA 189, shall be kept in the personnel file for up to 4 years at the discretion of the employer pursuant to the Employee Right to Know Act, MCL 423.501.

**I. Assault of Employee**

Any case of assault upon an employee and/or an employee's property shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the employee, when possible, to prevent injury and loss of property.

**J. Personal Property**

The employer shall reimburse the employee for loss, damage or destruction of necessary personal property, i.e. glasses, provided such damage occurred on school property or while on a

school sponsored activity and was not occasioned by the negligence of the employee. The reimbursement amount will be determined by the district on a case by case basis, after applicable insurance payment, and with proper documentation, i.e. receipts, invoice, or statement.

**K. FOIA Request**

In the event that the District receives a FOIA request for the personnel file(s) of any ESP II bargaining unit member, or any portion thereof, the District shall immediately provide the following to the affected ESP II bargaining unit member and to the Association President:

1. A copy of the FOIA request;
2. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the ESP II bargaining unit member and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).
3. One copy of the response will be provided.

All student communications obtained by an employee and all student record information shall not be disclosed by the employee unless said employee is authorized to and except to those persons so authorized by law or federal or state regulation and district policy.

**L. Ownership/Intellectual Property Rights**

All property and copyrightable work of any type or nature whatsoever prepared solely or in collaboration with others by employees within the course of their employment by the Board is the property of the Board. No syndications or sale of the copyrightable material may be made by the employee without the express release of all creators and the Board. For the mutual protection of the Board and the Association, ISD equipment, property, and/or materials are not available for private enterprise at any time, and shall not be disclosed, transferred or donated for use outside the ISD, without written permission of the Superintendent or designee. The Employer hereby agrees to defend, indemnify, and hold the bargaining unit member harmless against any and all claims, demands, causes of action, and judgments (including reasonable attorney's fees) arising out of the Employer's use of the materials.

## ARTICLE 5

## Rights of the Board

**A. Authority**

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Executive management and administrative control of the school district, its properties, equipment, facilities and operations;
2. Hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance, and direct the activities and work of its employees;
3. Assign, transfer, promote, demote, discipline, suspend and/or discharge employees;
4. Determine the size of the work force, positions of employment, job descriptions, and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
5. Establish, continue or revise policies and/or rules and regulations regarding the conduct and behavior of its employees, the manner and method of performing work and the procedures for administering and accounting for employee attendance and use of benefits;
6. Establish, modify, change, reduce or cancel any work hours, work days, business hours, business days, school days, and/or school schedules, calendars and hours of operations;

7. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof.

8. Determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district, contracting with any other person or business entity and/or the use of volunteers.

9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions, or other facilities.

10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions authority, amount of supervision and table of organization.

The matters contained in this Agreement and/or exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement without the mutual consent of the parties. The failure of the Board to exercise any of the rights enumerated herein during the term of this Agreement is not considered a forfeiture of such rights.

The exercise of the foregoing powers, rights, authority, and responsibilities by the Employer, 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 provided such specific and expressed terms are in conformance with the Constitution and laws as amended of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE 6

## Grievance Procedure

**A. Definition**

Employee(s) or the Association may file a grievance if the employee(s) claim there has been a violation of the provision(s) of the agreement. Such claim of a violation will be processed as hereinafter provided.

**B. Levels**

Informal Level 1:

The affected employee(s) or the Association shall request and conduct a meeting with the immediate supervisor, does not refer to lead teacher or center director, and department director in an effort to resolve the complaint within ten (10) business days following the alleged violation of a provision(s) of this agreement. Business days are defined as the days the main office building of the DIISD is open for business. The Association shall be notified by the grievant and a representative thereof be present if available with the employee(s) at such meeting. If the grievant or Association's satisfaction is not met with the result(s) of the meeting, he/she/they may formalize the complaint in the form of a written grievance within five (5) business days of the meeting.

Formal Level 2:

The written grievance shall be forwarded to the Superintendent within five (5) business days of the meeting conducted in Level 1. The grievance shall contain a description of the alleged contract violation including the contract article(s) the section(s) and the provision(s) allegedly violated. Within fifteen (15) business days after the written grievance has been so submitted, the Superintendent, or his/her designee, shall meet with the Association on the grievance. The Superintendent, or his/her designee, shall, within five (5) business days after the conclusion of the formal Level 2 meeting, render a written decision thereon with copies to the affected grievant and the Association.

Formal Level 3:

If the grievant or Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) business days of the

formal Level 2 meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, or a committee thereof, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance with an Association representative. Disposition of the grievance, in writing, by the Board, or Board committee, shall be made no later than seven (7) business days after the hearing to the grievant(s) and the Association.

Formal Level 4:

If the Association is not satisfied with the disposition of the grievance by the Board at Level 3, or if no disposition has been made within the period provided above, appeal may be taken to an impartial arbitrator, provided the grievance involves a violation of a provision(s) of this Agreement. Such appeal, to be effective, must be taken within fifteen (15) business days of receipt of the answer from Level 3 of the grievance. The parties agree to utilize the services of the American Arbitration Association. The arbitrator shall be limited to deciding whether the Board has violated the expressed provisions of the agreement as written, and the arbitrator's award shall be final and binding upon the parties. In addition to other restrictions in this Article, the arbitrator shall have no power to;

1. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
2. Rule on an issue barred from the scope of the grievance procedure.
3. Establish wage scales.
4. Rule on any matter involving a probationary employee including but not limited to the termination of services or failure to re-employ any probationary employee for other than contract procedural violations.
5. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
6. Rule on an issue involving employee evaluations.
7. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).

8. Rule on an issue involving the content of an employee's evaluation.

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

## ARTICLE 7

## Continuity of Operations

**A.** Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association shall not, directly or indirectly, engage in or assist with any strike in the District as defined by Section I of the Public Employment Relations Act. 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. The Board may pursue other legal remedies related to violation of this paragraph.

**B.** When an act of God, or a Board directive, forces the closing of a school or other facility of the Board, the bargaining unit members working in that particular building or location shall be excused from reporting to that facility without loss of pay. If the District/Department/Program(s) that the employee is assigned to is required to make up the day/time because of program mandates, those employees shall be required to work, with or without pay, and this provision shall not be grieve-able. If it is necessary to send students home on a given day, it will be the prerogative of the administration to determine if bargaining unit members will be released immediately or within a reasonable amount of time.

**C. Notification of Closure**

If it is necessary to close school in the event of severe inclement weather, or when otherwise prevented by an act of God, notification will be through local media outlets. The staff will be notified of which outlets the departments will utilize at the departmental back to school in-service. When the ISD program/ assignment of the ESP II bargaining unit member for that day is canceled and/or closed due to the above conditions, employees will not be required to report for duty.

## ARTICLE 8

## Negotiations Procedure

**A. Negotiation Time**

A reasonable time prior to the expiration of this Agreement, upon request of either party, negotiation will be undertaken for an Agreement covering at least the next contractual year.

**B. Negotiations**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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. A final agreement shall be executed with ratification by the Association and the Board of Education.

**C. Agreement**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association. The signed Agreement shall be posted on the District's Budget and Transparency website with 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

The District's policy manual is available online at www.diisd.org. An email notification of updated policies when posted on the DIISD website shall be sent to all staff.

## ARTICLE 9

### Work Year, Work Week, Work Day

**A. Work Year**

The work year for all bargaining unit members shall be determined by the Board with break periods, holidays, and school vacations and dependent on the needs of the ISD program. The normal work year shall be July 1 through June 30.

**B. Work Week/Work Day**

The work week and work day shall annually be determined by the Board. The work week for all bargaining unit members shall consist of a seven day calendar period of Friday through Thursday for purpose of payroll except as may be interrupted by a holiday, paid or unpaid leave, or other break pursuant to this Agreement.

Base contractual hours will be set and sent to the employees no later than ten (10) working days after the start of the employee's school year. Any change in base contractual hours will be revised in writing within ten (10) working days of the change and a copy given to the employee.

**C. Lunch Periods**

Lunch periods and breaks shall be scheduled and approved by the appropriate supervisor. Lunch periods may be paid or unpaid depending upon department requirements as in the past. Any bargaining unit member assigned and performing work duties during their lunch period will receive their regular rate of pay.

**D. Emergency Call-In**

A minimum of one (1) hour shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such an emergency situation, the employee will only be required to deal with the emergency situation, with minimal other duties, if required.

**E. In-Service**

In-service training opportunities shall be offered to all employees as determined necessary by the Administration to fulfill the requirements of their job.

**F. Overtime**

Prior administrative approval is required for all overtime options and requests.

1. Overtime, above 40 hours, of actual work time (excluding pay for time not worked) in a given week shall be compensated: a) at the rate times one and one-half (1 ½) of regular hourly pay or b) in lieu of monetary overtime compensation, a bargaining unit member must provide a written request for receiving prior administrative approval of overtime (over 40 hours per week) in order to receive compensation time off at a rate of not less than one and one-half (1 ½) hours for each hour of employment for which overtime is to be compensated.
2. Any time worked over contract hours (40 hours or less) shall be compensated for a) at straight hourly rate of pay or, b) straight compensatory time at the employee's choice.

All compensated time as described in #1 and #2 will be paid or used prior to the next payroll period.

**G. Flex Time**

Flex time will be granted to the ESP II bargaining unit member for all required work duties performed outside of the normal scheduled work time according to their job description, with prior approval from the appropriate administrator. Flex time shall be reported to the appropriate administrator and will be utilized only after flex time is earned and must be utilized within the next two week pay period.

**H. Compensation**

All compensation should be spread utilizing one of two options. The employee may choose to have their pay spread evenly starting with the first pay of the school year and ending with the date June 10th, or they may elect to add five pays to their last period. For example, an employee could pick 19 or 24 pays if their schedule spans over 19 pay periods. 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 weekend or holiday, the pay date will be the business day before the 10th or 25th. The bargaining unit member shall notify the district of their choice of pay periods on a form provided by the district before the first payroll of the school year. Once the pay selection period has been elected by the

bargaining unit member, he/she shall continue with the option selected for the remainder of the year. Newly hired employees shall select the option upon being hired.

Pursuant to any applicable wage and hour requirements, an employee may only elect to spread their pay over 24 pay periods when their minimum hourly rate paid out in the semi-monthly period does not fall below the legislated minimum wage in place at the time of the pay period. Semi-monthly payroll of 24 pays will start 7/1/2023.

**I. Emergency Assignments**

Emergency assignments are defined as immediate and unforeseen activities which are subject to very limited district timelines or deadlines, as determined by administration and issued with prior administrative approval. Emergency assignments may occur during the school year and may be assigned by the administration as determined by the acute needs of the district. Emergency assignments may be assigned up to a limit of 8 hours in any given work week. Emergency assignments accepted by a bargaining unit member will not constitute credit toward additional or increased insurance benefits or eligibility. The provisions of this section are not grieve-able.

## ARTICLE 10

## Conditions of Employment

**A. Miscellaneous**

1. Any employee working in more than one (1) classification or holding two (2) part-time positions within one (1) classification shall have a determination made at the start of each year and defined in their employment contract, as to their primary and secondary job classification and department classification. Primary job classification is defined as performance of duties within a specific job description for more than 50% of their normal workweek. Secondary classification is defined as performance of duties within a specific job description for less than 50% of their normal workweek. The employee shall receive pay according to the appropriate rate of pay within their primary departmental job classification and related job description for all work performed.
2. No employee shall be required to work in a facility alone beyond normal working hours or during any period when the building is normally closed.
3. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being based on state and federal OSHA standards.
4. Proper training and instruction in regard to the operations of equipment and job-required tasks including proper lifting procedures, administration of medicines, proper medical procedures, and disposal of dangerous substances will be made available to all employees.
5. The Employer shall support employees with respect to the maintenance of control and appropriate behavior management of students/children.
6. The Employer shall provide for reimbursement for the cost of licenses/certificates/physicals or the renewal of the listed licenses/certificates/physicals required for the bargaining unit member after initial hire which are required by the program. The following renewals are covered under this provision:

**Special Education/Early Childhood Employees (if required)**

a. Renewal of CDA

b. TB test (health department)

c. Hepatitis B series

d. CPR & First Aid training

e. Chest X-ray if required and not covered by health insurance

7. The Employer shall provide insurance coverage for all employees that provide transportation, with prior administrative approval, for students in their private cars.

8. The Employer shall provide the proper forms and directives for all type of reimbursable expenses such as mileage for home visits, mileage for other approved purposes. All requests for reimbursement shall be submitted to the appropriate department office by the 15th day of the month following the month in which the expenses were incurred or in the case of June expenses five (5) business days prior to the last day of the fiscal year (June 30th).

## ARTICLE 11

## Seniority

**A. Seniority Defined**

All employees shall hold dual seniority dates: Classification seniority and Unit seniority.

1. Classification seniority shall be defined as the length of continuous service as a bargaining unit member within a specific job classification/position within a specific department. Currently, seniority shall be applied and earned in one of the following classifications: Special Education Aides, Technical Education Paraprofessionals, Early Childhood Assistant, Associate Classroom Coordinators, Classroom Coordinators, and Home Visitors. Classroom Coordinators and Home Visitors hired prior to 07/01/2019 hold seniority as both Classroom Coordinators and Home Visitors and continue to gain in both classifications. Classroom Coordinators and Home Visitors hired after 07/01/2019 gain seniority only in the classification as assigned. Such seniority shall reflect all full days or pro-rata portion thereof worked in that classification.
2. Unit seniority shall be defined as the length of continuous service as a bargaining unit member from the first day of work. Seniority placement shall be determined by date of hire prior to the 2001-2002 school year plus actual years of service including pro-rata credit beginning with the 2001-2002 school year.
3. In the event that more than one individual bargaining unit member has the same starting date of work and pro-rate credit, position on the seniority list shall be determined by drawing lots (10) business days of the date of hire with a union representative present.

Classification and Unit seniority shall begin for newly hired bargaining unit members from the bargaining unit member's first work day immediately following the completion of the ninety-day probationary period (ninety-first (91$^{st}$) work day, with the exception of temporary employees.

**B. Full and Part Time Status**

Full-time status is based on an 1110 hours per year of the program in which the employee is assigned.

Part-time employees shall accrue seniority on a prorated basis based on 1110 hours, beginning with the 2001-2002 school year. Time worked as a substitute shall not count toward seniority or completion of the probationary period.

**C. Probation**

Probationary employees shall have no seniority until the completion of the probationary period, which shall be a period of ninety (90) workdays. Upon the completion of the probationary period, the bargaining unit member shall be entered on the seniority list of the unit and shall rank for seniority from his/her first workday. Any days taken for sick, vacation or personal leave are not counted in the number of probationary days.

**D. Seniority List**

The Board shall prepare, maintain, and make available the seniority list. The seniority list and subsequent revisions shall be furnished to the Association on a timely basis, but not later than October 1 of each year. Employees shall have thirty (30) days from the posting of the list to verify that their seniority is correct. After the thirty (30) day period, the seniority list shall be approved and not subject to the grievance procedure. From this time forward, only revisions to the current year's list are subject to the grievance procedure for a period of thirty (30) days following the yearly posting.

**E. Board Approved Leave**

An employee on a Board-approved unpaid leave of absence shall retain all earned seniority, but shall not accrue additional seniority while on such leave.

**F. Seniority Lost**

An employee’s seniority and employment relationship with the School District shall terminate for the following reasons:

1. If the employee quits or retires.
2. If the employee is terminated for just cause.
3. If the employee is absent for four (4) consecutive working days without properly notifying the School District.
4. If the employee fails to report to work within ten (10) working days following

notification of recall unless an extension is granted by the employer.

5. If the employee fails to return on the required leave date following a leave of absence or vacation without notice and without explanation.

6. An employee's layoff exceeds two (2) years.

7. If the employee is convicted of a listed offense(s), in the SORA (Sex Offender's Registration Act) including any future amendments of SORA.

An employee transferring to a non-bargaining unit position shall have their seniority frozen for a one-year period. After this one-year period he/she will be removed from the Association seniority list.

**G. Inactive Seniority**

Seniority in a classification will be frozen (inactive) when an employee is assigned to a different bargaining unit classification. Frozen (inactive) seniority shall be used for the purpose of layoff, and recall. If an employee returns to a classification, seniority shall continue to accrue in that classification. Seniority will be frozen during periods of layoff and shall resume accrual if an employee returns from layoff.

**H. Transferring Seniority**

Bargaining unit members transferring to another classification shall begin to accrue seniority in the new classification.

## ARTICLE 12

## Vacancies, Transfers, and Promotions

**A. Vacancy Defined**

A vacancy shall be defined as a newly created position or a present position that is to be filled as determined by the Board and is an unoccupied position the Board intends to fill for which there is no qualified person who is not assigned. A position vacant as the result of an approved leave of absence is not a vacancy. Applicants on a plan of improvement at the time of a posting will not be considered qualified applicants.

**B. Vacancy Posting**

All vacancies shall be emailed to all ESP II members with Association President cc'd. Internal vacancies shall be open for a period of two (2) workdays. Said posting shall state the type of work, classification, and minimum requirements of the position.

**C. Vacancy Notification**

Interested bargaining unit members may apply in writing/email to the Superintendent, or designee, within the two (2) day posting period.

**D. Award of Vacancies**

Vacancies shall be filled with the most senior, qualified applicant from within the affected classification who possesses the necessary job skills to perform the work and can effectively and efficiently perform all of the minimum job requirements of the position without training as determined by the Board. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled on a 30 workday probation period by the most senior, applicant from the other classification on the basis of experience, competency, job duties, and qualifications, and other relevant factors as determined by Administration. If there are no qualified applicants from within the bargaining unit, the Board has the right to advertise and fill the position from outside the bargaining unit. All staff will be place on the grid based on the number of years worked and/or granted to the classification.

**E. Transfers**

Employees may be involuntarily transferred. Involuntary transfers will not be made on an

arbitrary or capricious basis. Involuntary transfers shall be governed by seniority and qualifications and will be made only in case of emergency, as determined by the Board of Education, or to prevent undue disruption of the instructional program. The Superintendent or his/her designee shall notify the affected employee and the Association President of the reasons for such transfers. Transfers between classifications within the bargaining unit will be considered at the discretion of the Administration. If the bargaining unit member is interested in a voluntary transfer, he/she should complete a "Change of Status" form indicating the transfer that is being applied for. To be considered for transfer to a new classification, the bargaining unit member must meet the minimum qualifications for the vacancy being applied for as defined in the job description. All staff will be place on the grid based on the number of years worked and/or granted to the classification.

**F. Trial Period**

Bargaining unit members who request a transfer through a change of status form will be required to complete a minimum of ten (10) working days in the new assignment, if selected for the position. Bargaining unit members transferring from one classification to another shall retain his/her seniority. Seniority in the previous classification shall be frozen and the employee shall be placed at the bottom of the seniority list of the new classification. The bargaining unit member shall not have the right to return to his/her former classification after the trial period unless a vacancy exists. If the bargaining unit member returns to his/her former classification for any reason, he/she shall retain the seniority held in the previous position. A trial period of sixty (60) workdays, exclusive of sick days, holidays and personal leave, will commence starting with the first day the bargaining unit member begins working in the new classification, unless hired during the summer recess, the period will begin the first day of school. The bargaining unit member should bring to the job the skills and experience necessary to perform the minimum job responsibilities of the new position. If at any time during the sixty (60) working days, but after the ten (10) working day minimum trial period, the bargaining unit member is unable to demonstrate ability to perform the work required, or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. During the trial period the bargaining unit member shall be paid at the appropriate rate for the new job classification. The

administration's return of a bargaining unit member to his/her former classification will not be considered grieve-able under this Master Agreement.

**G. Filling Trial Vacancies**

Administration may fill the vacancy created by the bargaining unit member during the sixty (60) day workday trial period without posting until it is determined whether the bargaining unit member has successfully completed the trial period. If the bargaining unit member does not successfully complete the trial period, the administration shall post the vacancy created. Should the bargaining unit member fail to successfully complete the trial period or decide not to accept the position, he/she shall return to his/her former position.

**H. Temporary Employees/Long Term Substitutes**

When a temporary vacancy (less than 90 workdays) occurs and it cannot be filled from within the Association, the individual hired to fill the temporary vacancy will be employed at a wage rate as determined by the Board not to exceed Step 2 of the wage rate for the vacancy. Temporary employees are not covered by this agreement. After working a total of ninety (90) consecutive workdays, a temporary employee falls under the terms and conditions of this Agreement and begins to serve a probationary period of ninety (90) additional consecutive workdays. The employee may pay dues or service fees, based on the employee's voluntary choice, to the Association upon completion of the probation and subject to Article 3D. A long term substitute who replaces an employee out on an approved leave of absence is not covered by this agreement.

## ARTICLE 13

## Reduction in Personnel, Layoff, and Recall

**A. Definition**

Layoff shall be defined as the reduction in the workforce as determined by the ISD. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member has been notified in writing of said layoff at least ten (10) workdays prior to the effective date of the layoff. A copy of layoff notices will be provided simultaneously to the Association president.

**B. Order of Layoff**

Probationary employees shall be laid off first within the affected classification. Seniority employees shall be laid off in seniority order by classification, with the least senior employee being laid off first, within the affected classification, provided that the remaining employees are fully qualified to effectively and efficiently perform all of the minimum job requirements of the remaining position(s) without training, in the opinion of the ISD. In the event an employee's job is either eliminated or reduced in hours by at least ten percent (10%), he/she will be allowed to bump the employee with the least amount of seniority in his/her classification in order to maintain hours to qualify for benefits under this Agreement. If there is no employee with less seniority in his/her classification that the affected employee can exercise his/her bumping rights, then said employee shall be allowed to bump the least senior employee in other classifications provided they presently qualify and are able to do the work of the employee being bumped as stated above with the appropriate wage adjustment to the grid. The affected employee has three (3) business days from the date of receipt of the layoff notice to inform Administration in writing of their intent to exercise their rights to displace. In the event a bargaining unit member exercised his/her seniority rights during a layoff to displace another bargaining unit member in accordance with these procedures, he/she shall be given thirty (30) working days to demonstrate his/her ability to perform the tasks of the new position as determined by evaluation. If at the end of the trial period they are determined by Administration as not able to perform the job, they will revert to layoff status.

**C. Recall**

Laid off seniority employees shall be recalled in order of seniority within classification with the most senior being recalled first to any position in the classification for which they are qualified to effectively and efficiently perform all of the minimum job requirements without training in the opinion of the Board. Bargaining unit members, who are offered a position within the same classification at the time of notice of layoff, are obligated to accept such work. A bargaining unit member who declines recall to equivalent work for which he/she is qualified shall forfeit his/her seniority and employment rights under this Agreement. It shall be the responsibility of the bargaining unit member to keep the Board notified as to his/her current mailing address.

**D. Notice of Recall**

Notices of recall shall be sent by certified mail to the last known address as shown on the employer's records. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. Employees recalled to full-time work for which they are qualified are obligated to take said work. A recalled employee shall be given seven (7) working days, from receipt of recall notice, to notify the Employer of his/her intent to return to work and in fact return to work during this period if work is scheduled. An employee who declines recall or fails to report to full-time work shall forfeit his/her seniority rights and all recall rights. Recall rights for seniority employees shall terminate at the end of two (2) years. Thereafter, a bargaining unit member shall lose his/her right to recall.

**E. Reduction in Hours**

The Board reserves the right to reduce hours and said reduction(s) will not be treated as a layoff or opportunity for displacement except only as follows. In the event of a reduction in the work hours in a classification of at least ten percent (10%), qualified employees in the classification with the greater seniority may use same to displace an employee with the least seniority in their classification or any other classification if qualified and can effectively and efficiently perform all of the minimum job requirements of the position without training in the opinion of Administration to maintain their scheduled hours and benefits. Employees who displace others shall receive the wage paid for the work being performed.

## ARTICLE 14

## Sick Leave

**A.** Bargaining unit members shall be entitled to earn twelve (12) sick leave days per school year with an accumulation of up to 1440 hours for use as sick leave. Employees working 1,600 hours or more per school year shall be able to earn additional sick leave per school year beyond the twelve (12) days noted above using the formula of 1 hour earned for every 14 regular work hours. This calculation will not include special assignments or overtime with the exception of approved parent meetings. The District shall furnish each bargaining unit member with an electronic statement at the beginning of each school year setting forth the total sick leave credit and personal leave credit accumulated. The sick leave will be awarded at the beginning of the year based on the days/hours verification sheets. There will be a mid-year adjustment done within the month of January, as well as an ending adjustment in July. If a person leaves the district's employment and has used hours prior to working their earned time, they will be charged for this unearned benefit. Employees will be allowed paid sick leave in accordance with law, including the Michigan Earned Sick Time Act ("ESTA"). Sick leave may be used for any reason as stated in the ESTA and as outlined in Appendix F and Section C below. Any rights and protections as stated in the ESTA govern over language in this article which would be in conflict with those laws, but shall not be construed to diminish any rights provided herein.

**B.** A leave of absence for a period of not more than nine (9) consecutive months will be granted to employees who are unable to work for the School District because of a work-related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation Laws of the State of Michigan and is receiving workers' compensation payments from the School District. If the employee is eligible for a leave of absence under the Family and Medical Leave Act (FMLA) because of a serious medical condition, then any FMLA leave shall run concurrently with a leave granted under this Section. Subject to the School District's right to require medical proof, extension of the leave may be granted upon written application, within the School District's sole discretion. The School District may require, at any time as a condition of continuance of the workers' compensation leave of absence, proof of continuing inability to perform the work for the employer. All employees returning to work from a work related

disability leave of absence must present a physician's certificate satisfactory to the School District indicating that the employee is medically able to return to work and perform all essential functions of their job. While on workers' compensation leave of absence, the School District in its discretion may offer the employee light work, which must be accepted by the employee as long as the work is within the residual capabilities of the employee. Light work will be at the wages and benefits associated with the job position being offered. The offering of light work shall not constitute a violation of any Section of this Agreement.

Any bargaining unit member who qualified for compensation under the Michigan Worker's Compensation Act may elect in writing to supplement the difference between worker's compensation and their contractual wage with one-third (1/3) of a day of accumulated sick leave for a period of up to seventy-five (75) school days or up until the point of exhaustion of the accumulated sick leave allowance, whichever occurs first. Following the seventy-fifth ($75^{th}$) day the bargaining unit member shall draw only worker's compensation.

**C.** Sick leave may be used for the following purposes:

1. For illness of the employee, parent, parents of spouse, sister, brother, spouse, child, step-child, grandparents, grandchild, or member of the immediate household for which the employee is the legal guardian.
2. Up to three (3) sick days for the birth of a grandchild.
3. Up to three (3) sick days per occurrence may be granted with administrative approval as an extension of immediate family bereavement.
4. Up to two (2) sick days may be granted for other than immediate family bereavement.
5. The birth or adoption of a child.
6. Sick leave days may be used to cover absence due to quarantine.

**D.** Employees who have spent a minimum of 10 years of service in the Dickinson-Iron Intermediate School District will be entitled to $35.00 per day for days if they have 1-100 accumulated sick days, $50.00 per day for days if they have 101- 180 accumulated sick days. Payment shall be made in a lump sum upon retirement provided the following is met; he/she is eligible for ORS/Public School Retirement

System retirement and has made application to ORS, completed the required DIISD forms and submitted forms to the Department Director a minimum of ninety (90) days prior to their effective date of retirement.

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 (10%) percent 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 penalty adjustment per year, upon written notification from the participant of intent to withdraw. Payments for retirement by the Dickinson-Iron ISD into the plan 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.

Request for leaves under section(s) 2 & 3 require the employee to document the need for this leave and denial of leave under section(s) 2 & 3 are not subject to the grievance procedure. Final approval is required from the appropriate administrator. All leaves under this section require the employee to fill out the absence report document within 24 hours of return from such leave, and/or comply with the FMLA documentation requirements for use of sick leave beyond five (5) consecutive days.

**E.** The employee may elect to request annually in May reimbursement of up to six (6) days of unused sick leave at the rate of $35 per day. To qualify for this reimbursement the employee must have a minimum of twenty-four (24) days of accumulated sick leave days. The reimbursement request form (Appendix G) is due by May 31st and will be paid on the second payroll in June.

## ARTICLE 15

## Paid Leaves

**A. Personal Days**

During the first year of employment, each bargaining unit member shall be credited with ½ of their allotted personal days at the beginning of each semester to be used for the bargaining unit member's personal business with administrative approval and if substitutes are available. At the beginning of the second year of employment, each bargaining unit member shall be credited with three (3) personal days at the beginning of the school year. Unused personal days shall be allowed to accumulate to a maximum of six (6) days in any year. Once the six (6) personal day accumulation is reached, any remaining personal days-shall convert to sick days. A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least 48 hours in advance, except in cases of emergency. Personal days may not be granted for days established in advance such as professional development days or to extend vacation periods without the approval of the immediate supervisor. Personal days will be based on the annual average contractual hours per day.

**B. Non-Chargeable Leave**

Leave of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury duty service not to exceed 4 weeks. The employee 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 employee's employment or whenever an employee is subpoenaed to attend any work related proceeding. The employee shall receive the difference between his/her regular salary and the salary received for this purpose.
3. The Board will not be required to release an employee with pay under this provision if the employee is a party to the action or is testifying against the district.

**C. 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 for which the employee is the legal guardian.

**D.** 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 employee, 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). Employees shall be allowed to resume and continue the job he/she held prior to the taking of a child care leave. While the employee is on child birth 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.

## ARTICLE 16

## Unpaid Leaves

**A.** An employee, who is unable to perform his/her duties by reason of personal illness or disability, including any actual disability due to pregnancy or complications from pregnancy, may request a disability leave. Such request shall be made thirty (30) days in advance of the leave when the need for the leave is known in advance or as soon as reasonably possible when the need for leave is not known in advance. Upon submission of satisfactory documentation confirming the need for the leave, a leave of up to six (6) months shall be granted. The Board, at its discretion and expense, may require the employee to be examined by a doctor of the Board's choice to confirm the need for the leave.

**B.** If the Board has reason to believe that an employee is unable to perform the essential functions of his/her duties due to personal illness or disability, the Board may require the employee, at its expense, to be examined by a doctor to determine the employee's ability to perform the essential functions of the assigned position. If the examination confirms an inability to perform, the employee may be placed on unpaid disability leave by the Board or utilize any available sick leave allowed to the employee. If the employee is unable to return to work at the conclusion of the leave, the employment with the District may be terminated or the employee shall be given an opportunity to resign or retire, if eligible for retirement benefits.

**C.** If an employee is unable to return to work at the conclusion of the initial leave period, a renewal may be requested. A renewal must be requested at least thirty (30) days in advance of the end of the initial leave period, unless unexpected medical complications, documented in writing on a form satisfactory to the Board, prevents the employee from requesting renewal in a timely manner.

**D.** The employee may elect to use his/her accumulated sick days for any portion of time absent pursuant to Board Policy and this Master Agreement. Otherwise, the leave is without pay and benefits.

**E.** During any disability leave pursuant to the Article, insurance benefits shall be continued only if required by law, or the employee is utilizing any available sick leave.

**F.** Upon return to work from any leave pursuant to this Article, the employee shall be returned to his/her former position if the position still exists. If no position exists, the employee shall be eligible to

bump into another position, if qualified, to effectively and efficiently perform all the minimum job requirements without training in the opinion of the Board, and shall be awarded the first vacancy for which the employee is presently qualified.

**G.** Leaves of absence pursuant to this Article shall run concurrently with and shall be considered as Family & Medical Leave Act leave time, if the employee is eligible for FMLA leave.

**H.** Neither seniority nor wage schedule credit, sick or personal leave credit shall accrue during any unpaid leave pursuant to this Article except when and to the extent that the employee elects to receive previously earned paid sick leave.

**I.** If an employee fails to return from a FMLA leave for any reason other than a recurrence of the circumstances giving rise to the leave, or other reason beyond the employee's control, the Board may deduct from any monies then owed to the employee, the cost of any health insurance premiums paid by the Board on behalf of the employee during the FMLA leave. The deduction is subject to the restrictions imposed by state and federal Wage and Hour laws.

**J.** Unpaid leaves of absence without pay may be granted where feasible upon proper application for the following purposes:

1. Study to meet eligibility requirements for a license or certification pertaining to their position and employment with the District, and
2. For the care and custody of the employee's child or children, natural or adopted, and/or spouse as required by the FMLA.

**K.** Child care leave without pay, but including fringe benefits and those benefits provided by law for which the employee 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 employee's child or the employee's adoption of a child. If the employee does not return to work at the conclusion of the child care leave, the employee will be required to pay the District back the fringe benefits and those benefits provided by law that were paid by the District during an unpaid portion of the child care leave. Employees shall be allowed to resume and continue the job he/she held prior to the taking of a child care leave. While the employee 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**.**

## ARTICLE 17

## Job Descriptions

Job Descriptions will be developed with input from the Association for each classification and approved by the board. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the board. The job descriptions will include at a minimum:

1. Job title and description
2. Minimum requirements as determined by the Board
3. A statement of required tasks and responsibilities
4. Indication that the position is a union position

## ARTICLE 18

## Evaluation

**A.** Evaluations shall normally be conducted by personal observation by the bargaining unit member's appropriate supervisor.

**B.** A copy of all formal written evaluations shall be given to the bargaining unit member within ten (10) workdays of the completion of the evaluation. If the bargaining unit member disagrees with the evaluation he/she may submit a written response, which shall be attached to the file copy of the evaluation in question.

**C.** In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.

## ARTICLE 19

## Insurance Protection

The Board shall make available to the ESP II bargaining unit member 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 contributions toward the premium 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 District agree to meet to negotiate the District's financial contributions to bargaining unit member's health insurance premiums and other financial contributions allowed under PA 152.

Coverage includes the following options, as selected by the employee:

1. Medical plan offered through the UP APA or a District selected MESSA plan.

   All plans will include $50,000 Life insurance with Accidental Death and Dismemberment, Long Term Disability, Delta Dental 100/90/90/90: $3,500 Annual Max; $4,500 Lifetime Max, and Vision VSP3 Plus P 250CL.

The Board of Education's contribution toward the applicable premium for the health/medical plan

selected by any eligible full-time employee (single, two person or full family) combined with the Board provided premium contribution for a corresponding Dental/Vision/Life/LTD Insurance Plan, will be as listed below, the health portion is not to exceed the state cap. The distribution of insurance costs can be changed per group (Full family, 2 Person, and Single) by the union if it yields a zero net difference of Board paid health contribution (BPHC).

2. If a MESSA HSA is selected, the Board will agree to pay the HSA contribution as follows: ½ of the Annual Contribution (AC) in July and the other ½ of the AC 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 Board will agree to offer employees the option to refuse the AC amount and increase their BPC instead by that same amount. Example, beginning on January 1, 2023 an employee could receive $3,000 AC either ½ in July and ½ in January or that $3,000 divided by their numbers of pays (26 for example) and add $115.39 per pay period to the BPC, reducing their copayment. The board contribution would be distributed equally over the employee's chosen copay option. 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 an 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, the Board will follow all necessary State or Federal regulations.

3. Plan B: Association members not using the Plan A will have

- MESSA/Delta Dental Plan 100/90/90/90: $3,500 Annual Max; $4,500 Lifetime Max, (Part-time & Full Time)
- Vision VSP-3 Plus P 250CL, (Part-time & Full Time)
- $50,000 Life Insurance with Accidental Death and Dismemberment, (Part-time & Full Time)
- Long Term Disability (66 and 2/3%), (Part-time & Full Time)

for a total value not to exceed the information below with any balance paid in cash in lieu (CIL) on a pro-rated payroll basis. The Board will provide payment in equal installments through payroll.

**Options, Payments and Calculations**

1. 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.

2. PAYMENTS All Board paid premium or cash in lieu obligations are earned monthly. The HSA is paid twice annually.

~~a.~~ The monthly Board paid premium for a Choices or District selected plan (if applicable) will be 1/12 of the annual state cap for medical for full time employees. 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 for all staff. 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 or District selected plan (if applicable) 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 all full time Plan A members based on provider status. Example: The annual state cap for full family is $19,921.45; the annual HSA contribution will be $3,000. $19,921.45 minus

$3,000 = $16, 921.45. The monthly obligation would be 1/12 of $16,921.45 or $1,410.12 as well as $1,500 in July and $1,500 in January or add that contribution to the BPHC if the member chooses.

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 hired prior to 7/1/2004 will receive a total monthly CIL contribution of $432.53 less the monthly cost of the insurance. Single subscribers hired after 6/30/2004 would receive $83 less per month for their total monthly CIL and insurance contribution. The two person hired prior to 7/1/2004 will receive a total monthly CIL contribution of $608.44 less the monthly cost of the insurance. The two person subscribers hired after 6/30/2004 would receive $83 less per month for their total monthly CIL and insurance contribution. The full family subscribers hired prior to 7/1/2004 will receive a total monthly CIL contribution of $724.81 less the monthly cost of the insurance. The full family subscribers hired after 6/30/2004 would receive $83 less per month for their total monthly CIL and insurance contribution. The annual cost will not exceed $5,190.36 for a single subscriber or $7,301.28 for a two person or $8,697.72 for full family for employees. Example: If the monthly Board paid Plan B is $732.27 and the monthly cost of insurance was $300, the monthly CIL contribution would be $432.27 for employees.

3. STATE CAP The State cap will be annually adjusted at the beginning of the medical plan year for the duration of this contract using the state approved cap established for the start of that calendar year.

The Board will provide payment for any cash in lieu (CIL) in equal installments through payroll. The balance of any increase in health care insurance and additional benefits package for Plan A or B participants will be paid in full by the employee utilizing a prepayment or payroll deduction method. Open enrollment occurs from November 1 – November 30 of each year.

**Insurance and option pro-ration:**

Part-time ESP II bargaining unit members of district may participate in Plan A, C, D, or E on a

pro-rated basis if they are employed for 51% or more of a full-time position as defined within their job classification/job description. Example: A 51% time employee would receive a board contribution at a rate of 51% of the Board's portion of contribution toward the applicable premium for the health/medical plan selected by any eligible full-time employee (single, two person or full family) combined with the Board provided premium contribution for a corresponding Dental/Vision/Life Insurance/LTD Plan. The Board contribution shall not exceed the actual pro-rated monthly premium amounts charged for the ESP II's applicable plan or the maximum monthly pro-rated Board premium contribution, whichever is less.

a. Participation in the Plan B insurance option package by a part-time ESP II bargaining unit member shall be pro-rated on the same percentage basis.

b. Part-time employment of an ESP II bargaining unit member employed as of 6/30/04 for 90% or more of a full-time position (minimum 1110 hours) within their classification/job description shall be considered as full-time employment for health insurance or insurance option purposes. Employees hired prior to 7/1/2004 for 80% or more of a full-time position (minimum 1110 hours) within their classification/job description shall be considered as full-time employment for health insurance or insurance option purposes.

c. For dental and vision insurance purposes, 51% or more of a full-time position within their job classification/job description constitutes availability in this program.

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

ESP II members completing partial year employment and terminated by Board decision shall have the Board paid portion of the insurance premium paid in proportion to the number of days worked.

## ARTICLE 20

### Professional Development/Conferences/Workshops/Committees

**A.** 1. Professional development is recognized as important to enhancing the work skills and/or job performance of the bargaining unit member. Applicable professional development opportunities will be made available to each member through prior Administrative approval with every effort made to equally share in such opportunity.

2. Professional development opportunities will be offered with prior administrative approval based on funding, program mandates, and/or identified objectives within their individual performance evaluations. Notification of all applicable professional development conferences will be given in advance. Administration has the right to offer professional development and any subsequent additional time necessary as best fits the educational needs of the District.

**B**. 1. An Association member, upon prior written approval by the appropriate administrator will receive reimbursement of up to $250 per year for tuition, books, and material for courses, credits, or CEU's that will enhance the Association member's work skills and/or job performance.

2. The Association member must provide original evidence of successful completion of all paragraph B approved work and/or credits earned, if any with a passing grade of at least a "C".

**C**. Professional or departmental development opportunities that become available or initiated through grants, community projects, etc. shall be allowed among the individual ESP II Departments or Classifications. The department involved, the Board and/or Departmental Administration shall determine the guideline of said opportunities if allowable.

**D**. Professional Development, conferences, workshops or committee assignments or opportunities do not fall under extra work assignments. Administration can distribute these assignments, opportunities or subsequent time necessary to best fit the departmental needs.

## ARTICLE 21

### Miscellaneous Provisions

**A**. The Association shall be granted paid leave for up to a total of 24 hours per fiscal year for the purpose of releasing a maximum of three (3) representatives at any one time to participate in area, state or regional meetings of the Association. This must include all Association business including representation of any members. Time must be drawn in half-day or full-day blocks. The Association agrees to pay the full cost of any required substitute employee.

**B**. The Board will grant up to 16 additional hours of Association leave per fiscal year if the Association agrees to pay the full cost of the representative and any required substitute employee inclusive of all prorate benefits during the work period that the representative is participating in Association business. This must include all Association business including representation of any members.

**C**. The Association President must notify the Administration at least three (3) workdays in advance.

**D**. The Employer will provide notice to the Association, prior to adoption or implementation of any policy dealing with communicable diseases. In the event that a child with a serious 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.

**E**. While the Board has no intention of intruding into the private lives of its employees, it expects all employees to report to work in a condition to safely perform their duties. The presence of unauthorized drugs or alcohol in an employee's system while on the job is inconsistent with student's needs and a safe work environment. If the Board or its authorized representative has reason to suspect an employee is at work with the presence of alcohol or unauthorized drugs in his/her bodily system, the Board may require alcohol or drug testing of said employee. The Board or its authorized representative will inform the employee in the presence of an Association representative of its reasonable suspicion. An employee, who requests diagnosis and/or treatment prior to a work related problem, will not jeopardize his/her job rights. Available sick leave from the employee's sick leave accumulation will be allowed to be utilized if the

employee is in an approved program. An employee will be allowed to utilize this provision no more than once.

**F**. Extra assignments and/or hours of work shall be offered to the most seniored employee meeting the requirements and job skills needed to complete the extra assignment in a timely manner within the affected classification first. If no employee within the affected classification accepts the extra assignment it shall be offered to other classifications if the employee in the other classification meets the requirements and job skills needed to complete the extra assignment in a timely manner. Extra assignments do not include substitutes for existing staff members. Management has full rights to fill a substitute with any qualified person. If the substitute happens to be an ESP II member, this time will not be added to total base hours for calculation of seniority or insurance and the member's seniority does not need to be considered. If administration can't fill a certified teaching position with a daily substitute, the administrator may ask a **willing** and qualified ESPII member to become teacher of record as long as the placement would align with all State and Federal guidelines. An ESPII member assigned to that classroom (or in an emergency another classroom) who has provided proof of qualification and is willing to be the teacher of record would earn an additional $50 for a full day or $25 for a half day for being the teacher of record. The total pay for the full or half day will not be less than the current substitute teacher rate. If more than one ESPII member is qualified within the classroom, the most senior member would be given the assignment.

When a lead classroom coordinator in Head Start or GSRP is absent, a qualified substitute will be hired to cover the absence. If no substitute is available and the qualified associate classroom coordinator is required to take on the responsibility of the lead classroom coordinator, that employee will be paid his/her regular hourly rate plus an additional hourly substitute rate of $1.50 per hour.

There shall be a rotation list utilized for this procedure in filling extra assignments, with the most qualified seniored employee offered the extra work first. This list renews annually. If an employee turns down any extra assignment, they shall be placed on the bottom of the rotation schedule. This rotation shall be a continuous cycle during the year except in the case of job continuity. The ESP II union will

maintain this list and give management the name(s) of the employees willing to accept the extra assignments. The management will give the union a description of the job along with the duration and timelines of the extra work. Job continuity shall be defined as a position in the bargaining unit that requires abilities and skills which would require an employee to finish an assignment because they are most familiar and qualified to finish the job in a timely manner. Summer assignments will be posted and the most qualified seniored members will be offered the position(s). Summer assignments can be limited to regular hours if enough staff responds to a posting.

**G.** 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 22

## Negotiations Procedures and Extent of Agreement

**A.** This Agreement shall be effective as of July 1, 2025 and will remain in effect through June 30th of the 2028 school year with a financial re-opener for year 2 and year 3 of the contract. The parties agree that each of them had a full and unlimited opportunity to present proposals relating to the terms and conditions of employment and other concerns related to the employment at the Dickinson-Iron ISD. Therefore, during the life of this Agreement, neither party shall be compelled to negotiate any subject or matter that was or could have been raised during the negotiations that led to this agreement. Nothing in this Agreement prohibits either party from mutually agreeing to discuss any issues of vital concern that affect wages, hours and working conditions at the request of either party.

**B.** If any specific provision of this Agreement shall be found contrary to law, then such specific provisions or application shall be deemed null and void to the extent required by law, but all other provisions or applications shall continue to remain in full force and effect. Should any provision of the Agreement be found contrary to law, the parties shall meet within a reasonable time to renegotiate a substitute provision if needed, by mutual agreement.

**C.** An individual contract between the Employer and an individual employee shall be subject to the terms of this Agreement.

**D.** Copies of this Agreement shall be duplicated at the expense of the Board and shall be given to all current bargaining unit members and all new hires.

**E.** A reasonable time prior to the expiration of this Agreement, upon a request of either party, negotiations will be undertaken for a successor Agreement.

**APPENDIX A**
**ESP II GRIEVANCE REPORT FORM**

Grievance #_____ Date of alleged violation of contract_____

Grievant:_____

Association:_____

Supervisor:_____

Department/Building: _____

Informal Level 1:

The affected employee(s) or the Association shall request and conduct a meeting with the immediate supervisor, does not refer to Lead Teacher or Center Director, and department director in an effort to resolve the complaint within ten (10) business days following the alleged violation of a provision(s) of this agreement. The Association shall be notified by the grievant and a representative thereof be present if available with the employee(s) at such meeting. If the grievant or Association's satisfaction is not met with the result(s) of the meeting, he/she/they may formalize the complaint in the form of a written grievance within five (5) business days of the meeting.

Names of persons at Informal Level 1: _____

Date of Informal Level 1 meeting: _____

Grievant's Statement of Alleged Violation of Contract Articles/Provisions (include relevant contract provisions):

_____

_____

Disposition, Informal Level 1 meeting:_____

_____

_____

Formal Level 2:

Date filed: _____ Received by: _____ Date: _____

The written grievance shall be forwarded to the Superintendent within five (5) business days of the meeting conducted in Level 1. The grievance shall contain a description of the alleged contract violation including the contract article(s) the section(s) and the provision(s) allegedly violated. Within fifteen (15) business days after the written grievance has been so submitted, the Superintendent, or his/her designee, shall meet with the Association on the grievance. The Superintendent, or his/her designee, shall, within five (5) business days after the conclusion of the formal Level 2 meeting, render a written decision thereon with copies to the affected grievant and the Association.
Formal Level 2: Statement of Grievant: (include contract article(s), section(s) and provision(s) relevant to grievance):

_____

Relief Sought:

Signature of Grievant/Association: _____ Date: _____

Date of Formal Level 2 meeting held with Superintendent: _____

Signatures of persons present:

- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____

Disposition by Superintendent:

Signature of Superintendent: _____ Date: _____

Receipt Signature of Grievant: _____ Date: _____

Position of Grievant on disposition of Formal Level 2 _____

Formal Level 3:

If the grievant or Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) business days of the formal Level 2 meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, or a committee thereof, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance with an Association representative. Disposition of the grievance, in writing, by the Board, or Board committee, shall be made no later than seven (7) business days after the hearing to the grievant(s) and the Association.

Date filed: _____ Received by: _____ Date: _____

Date of hearing with Board or Committee of the Board: _____

Signature of those present:

- _____ Date: _____
- _____ Date: _____

- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____

Disposition by Board or Committee of the Board:

_____
_____
_____
_____

Board Representative's Signature: _____ Date: _____

Receipt Signature of Grievant/Association: _____ Date: _____

Position of Grievant on disposition of Formal Level 3 _____
_____
_____
_____

Formal Level 4:

If the Association is not satisfied with the disposition of the grievance by the Board at Level 3, or if no disposition has been made within the period provided above, appeal may be taken to an impartial arbitrator, provided the grievance involves a violation of a provision(s) of this Agreement. Such appeal, to be effective, must be taken within fifteen (15) business days of receipt of the answer from Level 3 of the grievance. The parties agree to utilize the services of the American Arbitration Association.

Date filed for Arbitration: _____

Date of Arbitration: _____

Disposition of Arbitrator:

_____
_____
_____
_____
_____

Signature: _____ Date: _____

**APPENDIX B**
**ESP II CHANGE OF STATUS FORM**

**Employee Profile**

Employee Name: _____ Department: _____

Date: _____ Job Title: _____

**Classification Changes**

| Change | | Current Classification | | Requested Transfer Information | |
|---|---|---|---|---|---|
| Voluntary Transfer: | ☐ | Title/Dept: | _____ | Title/Dept: | _____ |
| Location: | ☐ | Location: | _____ | Location: | _____ |
| Classroom/ Program: | ☐ | Classroom/ Program: | | Classroom/ Program: | |
| Other Changes: | ☐ | _____ | | | |

**Rationale for Request**

Please provide the rationale for your request:

_____

Employee Signature Date

**Verification of Changes**

☐ Approved ☐ Denied

Comments:

_____ _____

Signature Date

## Appendix C

## DURATION OF AGREEMENT

**This Agreement shall be effective as of July 1, 2025, and shall continue in effect until the 30th day of June, 2028 with a financial re-opener for year 2 and year 3 of the contract. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this date _____**

| **ASSOCIATION** | **BOARD** |
|---|---|
| **By**_____ **Co-President** | **By**_____ **President** |
| **By**_____ **Co-President** | |
| **By**_____ **MEA Representative** | **By**_____ **Superintendent** |
| **Date**_____ | **Date**_____ |

**Appendix D-1: ECE & GSR**

**ECE/GSR Lanes Defined on the ESP II Pay Grid:**

College Credits/Degree/Teacher Certification must meet program requirements for lane placement

| | |
|---|---|
| A: ASC | Head Start/GSR Assistant Coordinator with 12 or less college credits |
| B: ACC | Head Start/GSR Associate Coordinator with 13 or more college credits |
| C: ACC w/D | Head Start/GSR Associate Coordinator with an Associate Degree |
| D: CC/HV | CC/HV is a Head Start Lead Classroom Coordinator or an Early Head Start Home Visitor with an Associate Degree |
| E: CC/HV w/BA/BS | CC w/BA/BS is a Head Start Lead Classroom Coordinator or an Early Head Start Home Visitor with a BA/BS degree |
| F: GSR CC/HV w/BA/BS & TC | GSR CC w/BA/BS & TC is a GSR Lead Classroom Coordinator with a BA/BS degree and Teacher Certification |

| | |
|---|---|
| ASC to ACC | With prior approval from the Department Director, when an employee under Lane A: ASC completes 13 or more college credits, the employee will move to the same step under Lane B: ACC the payroll following required proof (transcript) being provided to the Business Office. |
| ACC to ACC w/D | With prior approval from the Department Director, when an employee under Lane B: ACC completes an Associate Degree as defined under "D" the employee will move to the same step under Lane C: ACC w/D the payroll following the Associate Degree being awarded and required proof (transcript) being provided to the Business Office. |
| ACC w/D to CC/HV | When an employee under Lane C: ACC w/D moves to a Lead Coordinator position as defined under "CC/HV" the employee will move to the same step under Lane D: CC/HV the payroll following the change of position being provided to the Business Office. |
| CC/HV to CC/HV w/BA/BS | With prior approval from the Department Director, when an employee under Lane D: CC/HV completes a Bachelor Degree as defined under "CC/HV w/BA/BS" the employee will move to the same step under Lane E: CC/HV w/BA/BS the payroll following the Bachelor Degree being awarded and required proof (transcript) being provided to the Business Office. |
| ESP II ECE/GSR to SE or TE | When an employee within ESP II moving from ECE/GSR to Special Education (SE) or Technical Education (TE) the employee will move to the same step under the department specific pay grid. |

**2025-2026 Salary Grid - EARLY CHILDHOOD EDUCATION (HEAD START & GSR)**

| Increase on Grid: | 3.00% | on base rates from LOA for ECE wages 2024-25 | | | | *See Notes for GSR rates |
|---|---|---|---|---|---|---|
| | ASC | ACC | ACC w/D | CC/HV | CC/HV w/BA/BS | GSR CC w/BA/BS & TC |
| STEP/LANE | A | B | C | D | E | F |
| 0 | $ 13.84 | $ 16.20 | $ 16.79 | $ 17.67 | $ 26.21 | $ 31.21 |
| 1 | $ 14.14 | $ 16.50 | $ 17.09 | $ 17.97 | $ 26.51 | $ 31.51 |
| 2 | $ 14.43 | $ 16.79 | $ 17.38 | $ 18.26 | $ 26.81 | $ 31.81 |
| 3 | $ 14.73 | $ 17.09 | $ 17.67 | $ 18.56 | $ 27.10 | $ 32.10 |
| 4 | $ 15.03 | $ 17.38 | $ 17.97 | $ 18.85 | $ 27.40 | $ 32.40 |
| 5 | $ 15.32 | $ 17.67 | $ 18.26 | $ 19.15 | $ 27.69 | $ 32.69 |
| 6 | $ 15.61 | $ 17.97 | $ 18.56 | $ 19.45 | $ 27.99 | $ 33.86 |
| 7 | $ 15.90 | $ 18.26 | $ 18.85 | $ 19.73 | $ 28.28 | $ 35.14 |
| 8 | $ 16.29 | $ 18.65 | $ 19.24 | $ 20.13 | $ 28.66 | $ 36.48 |
| 9 | $ 16.29 | $ 18.65 | $ 19.24 | $ 20.13 | $ 28.66 | $ 37.87 |
| 10 | $ 16.29 | $ 18.65 | $ 19.24 | $ 20.13 | $ 28.66 | $ 39.31 |
| 11 | $ 16.29 | $ 18.65 | $ 19.24 | $ 20.13 | $ 28.66 | $ 39.31 |
| 12 | $ 16.29 | $ 18.65 | $ 19.24 | $ 20.13 | $ 28.66 | $ 39.31 |
| 13 | $ 16.69 | $ 19.04 | $ 19.63 | $ 20.52 | $ 29.06 | $ 39.31 |
| 14 | $ 16.69 | $ 19.04 | $ 19.63 | $ 20.52 | $ 29.06 | $ 39.31 |
| 15 | $ 16.69 | $ 19.04 | $ 19.63 | $ 20.52 | $ 29.06 | $ 39.31 |
| 16 | $ 16.69 | $ 19.04 | $ 19.63 | $ 20.52 | $ 29.06 | $ 39.31 |
| 17 | $ 16.69 | $ 19.04 | $ 19.63 | $ 20.52 | $ 29.06 | $ 39.31 |
| 18 | $ 17.08 | $ 19.43 | $ 20.02 | $ 20.90 | $ 29.45 | $ 39.31 |
| 19 | $ 17.08 | $ 19.43 | $ 20.02 | $ 20.90 | $ 29.45 | $ 39.31 |
| 20 | $ 17.08 | $ 19.43 | $ 20.02 | $ 20.90 | $ 29.45 | $ 39.31 |
| 21 | $ 17.08 | $ 19.43 | $ 20.02 | $ 20.90 | $ 29.45 | $ 39.31 |
| 22 | $ 17.08 | $ 19.43 | $ 20.02 | $ 20.90 | $ 29.45 | $ 39.31 |
| 23 | $ 17.46 | $ 19.82 | $ 20.40 | $ 21.29 | $ 29.84 | $ 39.31 |
| 24 | $ 17.46 | $ 19.82 | $ 20.40 | $ 21.29 | $ 29.84 | $ 39.31 |
| 25 | $ 17.46 | $ 19.82 | $ 20.40 | $ 21.29 | $ 29.84 | $ 39.31 |
| 26 | $ 17.46 | $ 19.82 | $ 20.40 | $ 21.29 | $ 29.84 | $ 39.31 |
| 27 | $ 17.46 | $ 19.82 | $ 20.40 | $ 21.29 | $ 29.84 | $ 39.31 |
| 28 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 29 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 30 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 31 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 32 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 33 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 34 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 35 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |
| 36 | $ 17.85 | $ 20.21 | $ 20.80 | $ 21.68 | $ 30.22 | $ 39.31 |

*GSR CC w/BA/BS & TC has been converted to an hourly rate based on 1,205 annual hours. The steps will be increased by 3% of the 2024-25 EAM salary. If the hourly rate is under $5.00 more per hour than CC/HV w/BA/BS, the rate will be place at the CC/HV w/BA/BS rate plus $5.00. GSR CC w/BA/BS & TC will not be reduced from 2024-25 EAM salary.

ESP II, NON-EXEMPT (HOURLY) LONGEVITY/SERVICE CREDIT PAY

Steps are assigned based on years in current position plus steps granted by the Board if it is for the original position of hire.

Service Increment will be based on years of completed work with the district.

Longevity/Service Credit Increments shall be the hourly rate added to the amounts under each lane, and shall be awarded as follows:

| Longevity Pay | Amount Per Hour | |
|---|---|---|
| 10-13 Years | $0.33 | Add to Current Step on Pay Grid |
| 14-17 Years | $0.66 | Add to Current Step on Pay Grid |
| 18-21 Years | $0.99 | Add to Current Step on Pay Grid |
| 22-25 Years | $2.30 | Add to Current Step on Pay Grid |
| 26-29 Years | $3.00 | Add to Current Step on Pay Grid |
| 30+ Years | $3.50 | Add to Current Step on Pay Grid |

Per Each Increment; Non-Cumulative

| Longevity Credit | Years of Service Completed | Longevity/ Service Credit Amount Per Hour | Years at end of Fiscal Year |
|---|---|---|---|
| 0 | 0 Years-DOH | $0.00 | 1 |
| 1 | 1 Year | $0.00 | 2 |
| 2 | 2 Years | $0.00 | 3 |
| 3 | 3 Years | $0.00 | 4 |
| 4 | 4 Years | $0.00 | 5 |
| 5 | 5 Years | $0.00 | 6 |
| 6 | 6 Years | $0.00 | 7 |
| 7 | 7 Years | $0.00 | 8 |
| 8 | 8 Years | $0.00 | 9 |
| 9 | 9 Years | $0.00 | 10 |
| 10 | 10 Years | $0.33 | 11 |
| 11 | 11 Years | $0.33 | 12 |
| 12 | 12 Years | $0.33 | 13 |
| 13 | 13 Years | $0.33 | 14 |
| 14 | 14 Years | $0.66 | 15 |
| 15 | 15 Years | $0.66 | 16 |
| 16 | 16 Years | $0.66 | 17 |
| 17 | 17 Years | $0.66 | 18 |
| 18 | 18 Years | $0.99 | 19 |
| 19 | 19 Years | $0.99 | 20 |
| 20 | 20 Years | $0.99 | 21 |
| 21 | 21 Years | $0.99 | 22 |
| 22 | 22 Years | $2.30 | 23 |
| 23 | 23 Years | $2.30 | 24 |
| 24 | 24 Years | $2.30 | 25 |
| 25 | 25 Years | $2.30 | 26 |
| 26 | 26 Years | $3.00 | 27 |
| 27 | 27 Years | $3.00 | 28 |
| 28 | 28 Years | $3.00 | 29 |
| 29 | 29 Years | $3.00 | 30 |
| 30 | 30 Years | $3.50 | 31 |
| 31 | 31 Years | $3.50 | 32 |
| 32 | 32 Years | $3.50 | 33 |
| 33 | 33 Years | $3.50 | 34 |
| 34 | 34 Years | $3.50 | 35 |
| 35 | 35 Years | $3.50 | 36 |

**Appendix D-2: SE**

**SE Lanes Defined on the ESP II Pay Grid:**

Degree (D)/Professional Certificate (PC) must meet program requirements for lane placement

| | |
|---|---|
| A: SE AIDE | Special Education (SE) Aide without a degree or professional certificate |
| B: SE AIDE w/D or PC | Special Education (SE) Aide with a degree and/or professional certificate |

| | |
|---|---|
| SE AIDE to SE AIDE w/D or PC | With prior approval from the Department Director, when an employee under Lane A: SE AIDE completes a minimum of an Associate Degree "D" or a Professional Certificate "PC" the employee will move to the same step under Lane B: SE AIDE w/D or PC the payroll following the Degree/Professional Certificate being awarded and required proof (transcript) being provided to the Business Office. |
| ESP II SE to ECE/GSR or TE | When an employee within ESP II moving from Special Education (SE) to Early Childhood Education (ECE/GSR) or Technical Education (TE) the employee will move to the same step under the department specific pay grid. |

**2025-2026 Salary Grid - SPECIAL EDUCATION**

| Increase on Grid: | 3.00% | on base rates for SE wages 2024-25 |
|---|---|---|
| | SE AIDE | SE AIDE w/D or PC |
| STEP/LANE | A | B |
| 0 | $ 15.32 | $ 15.87 |
| 1 | $ 15.59 | $ 16.15 |
| 2 | $ 15.87 | $ 16.43 |
| 3 | $ 16.15 | $ 16.71 |
| 4 | $ 16.43 | $ 16.98 |
| 5 | $ 16.71 | $ 17.26 |
| 6 | $ 16.98 | $ 17.55 |
| 7 | $ 17.26 | $ 17.83 |
| 8 | $ 17.63 | $ 18.19 |
| 9 | $ 17.63 | $ 18.19 |
| 10 | $ 17.63 | $ 18.19 |
| 11 | $ 17.63 | $ 18.19 |
| 12 | $ 17.63 | $ 18.19 |
| 13 | $ 18.00 | $ 18.56 |
| 14 | $ 18.00 | $ 18.56 |
| 15 | $ 18.00 | $ 18.56 |
| 16 | $ 18.00 | $ 18.56 |
| 17 | $ 18.00 | $ 18.56 |
| 18 | $ 18.38 | $ 18.93 |
| 19 | $ 18.38 | $ 18.93 |
| 20 | $ 18.38 | $ 18.93 |
| 21 | $ 18.38 | $ 18.93 |
| 22 | $ 18.38 | $ 18.93 |
| 23 | $ 18.74 | $ 19.29 |
| 24 | $ 18.74 | $ 19.29 |
| 25 | $ 18.74 | $ 19.29 |
| 26 | $ 18.74 | $ 19.29 |
| 27 | $ 18.74 | $ 19.29 |
| 28 | $ 19.11 | $ 19.66 |
| 29 | $ 19.11 | $ 19.66 |
| 30 | $ 19.11 | $ 19.66 |
| 31 | $ 19.11 | $ 19.66 |
| 32 | $ 19.11 | $ 19.66 |
| 33 | $ 19.11 | $ 19.66 |
| 34 | $ 19.11 | $ 19.66 |
| 35 | $ 19.11 | $ 19.66 |
| 36 | $ 19.11 | $ 19.66 |

ESP II, NON-EXEMPT (HOURLY) LONGEVITY/SERVICE CREDIT PAY

Steps are assigned based on years in current position plus steps granted by the Board if it is for the original position of hire.

Service Increment will be based on years of completed work with the district.

Longevity/Service Credit Increments shall be the hourly rate added to the amounts under each lane, and shall be awarded as follows:

| Longevity Pay | Amount Per Hour | |
|---|---|---|
| 10-13 Years | $0.33 | Add to Current Step on Pay Grid |
| 14-17 Years | $0.66 | Add to Current Step on Pay Grid |
| 18-21 Years | $0.99 | Add to Current Step on Pay Grid |
| 22-25 Years | $2.30 | Add to Current Step on Pay Grid |
| 26-29 Years | $3.00 | Add to Current Step on Pay Grid |
| 30+ Years | $3.50 | Add to Current Step on Pay Grid |

Per Each Increment; Non-Cumulative

| Longevity Credit | Years of Service Completed | Longevity/ Service Credit Amount Per Hour | Years at end of Fiscal Year |
|---|---|---|---|
| 0 | 0 Years-DOH | $0.00 | 1 |
| 1 | 1 Year | $0.00 | 2 |
| 2 | 2 Years | $0.00 | 3 |
| 3 | 3 Years | $0.00 | 4 |
| 4 | 4 Years | $0.00 | 5 |
| 5 | 5 Years | $0.00 | 6 |
| 6 | 6 Years | $0.00 | 7 |
| 7 | 7 Years | $0.00 | 8 |
| 8 | 8 Years | $0.00 | 9 |
| 9 | 9 Years | $0.00 | 10 |
| 10 | 10 Years | $0.33 | 11 |
| 11 | 11 Years | $0.33 | 12 |
| 12 | 12 Years | $0.33 | 13 |
| 13 | 13 Years | $0.33 | 14 |
| 14 | 14 Years | $0.66 | 15 |
| 15 | 15 Years | $0.66 | 16 |
| 16 | 16 Years | $0.66 | 17 |
| 17 | 17 Years | $0.66 | 18 |
| 18 | 18 Years | $0.99 | 19 |
| 19 | 19 Years | $0.99 | 20 |
| 20 | 20 Years | $0.99 | 21 |
| 21 | 21 Years | $0.99 | 22 |
| 22 | 22 Years | $2.30 | 23 |
| 23 | 23 Years | $2.30 | 24 |
| 24 | 24 Years | $2.30 | 25 |
| 25 | 25 Years | $2.30 | 26 |
| 26 | 26 Years | $3.00 | 27 |
| 27 | 27 Years | $3.00 | 28 |
| 28 | 28 Years | $3.00 | 29 |
| 29 | 29 Years | $3.00 | 30 |
| 30 | 30 Years | $3.50 | 31 |
| 31 | 31 Years | $3.50 | 32 |
| 32 | 32 Years | $3.50 | 33 |
| 33 | 33 Years | $3.50 | 34 |
| 34 | 34 Years | $3.50 | 35 |
| 35 | 35 Years | $3.50 | 36 |

**Appendix D-2: TE**

**TE Lanes Defined on the ESP II Pay Grid:**

Degree (D)/Professional Certificate (PC) must meet program requirements for lane placement

| | |
|---|---|
| A: TE PARAPRO | Technical Education (TE) Paraprofessional without a degree or professional certificate |
| B: TE PARAPRO w/D or PC | Technical Education (TE) Paraprofessional with a degree and/or professional certificate |

| | |
|---|---|
| TE PARAPRO to TE PARAPRO w/D or PC | With prior approval from the Department Director, when an employee under Lane A: SE AIDE completes a minimum of an Associate Degree "D" or a Professional Certificate "PC" the employee will move to the same step under Lane B: SE AIDE w/D or PC the payroll following the Degree/Professional Certificate being awarded and required proof (transcript) being provided to the Business Office. |
| ESP II TE to ECE/GSR or SE | When an employee within ESP II moving from Technical Education (TE) to Early Childhood Education (ECE/GSR) or Special Education (SE) the employee will move to the same step under the department specific pay grid. |

**2025-2026 Salary Grid - TECHNICAL EDUCATION**

| Increase on Grid: | 3.00% | on base rates for TE wages 2024-25 |
|---|---|---|
| | TE AIDE | TE AIDE w/D or PC |
| STEP/LANE | A | B |
| 0 | $ 15.32 | $ 15.87 |
| 1 | $ 15.59 | $ 16.15 |
| 2 | $ 15.87 | $ 16.43 |
| 3 | $ 16.15 | $ 16.71 |
| 4 | $ 16.43 | $ 16.98 |
| 5 | $ 16.71 | $ 17.26 |
| 6 | $ 16.98 | $ 17.55 |
| 7 | $ 17.26 | $ 17.83 |
| 8 | $ 17.63 | $ 18.19 |
| 9 | $ 17.63 | $ 18.19 |
| 10 | $ 17.63 | $ 18.19 |
| 11 | $ 17.63 | $ 18.19 |
| 12 | $ 17.63 | $ 18.19 |
| 13 | $ 18.00 | $ 18.56 |
| 14 | $ 18.00 | $ 18.56 |
| 15 | $ 18.00 | $ 18.56 |
| 16 | $ 18.00 | $ 18.56 |
| 17 | $ 18.00 | $ 18.56 |
| 18 | $ 18.38 | $ 18.93 |
| 19 | $ 18.38 | $ 18.93 |
| 20 | $ 18.38 | $ 18.93 |
| 21 | $ 18.38 | $ 18.93 |
| 22 | $ 18.38 | $ 18.93 |
| 23 | $ 18.74 | $ 19.29 |
| 24 | $ 18.74 | $ 19.29 |
| 25 | $ 18.74 | $ 19.29 |
| 26 | $ 18.74 | $ 19.29 |
| 27 | $ 18.74 | $ 19.29 |
| 28 | $ 19.11 | $ 19.66 |
| 29 | $ 19.11 | $ 19.66 |
| 30 | $ 19.11 | $ 19.66 |
| 31 | $ 19.11 | $ 19.66 |
| 32 | $ 19.11 | $ 19.66 |
| 33 | $ 19.11 | $ 19.66 |
| 34 | $ 19.11 | $ 19.66 |
| 35 | $ 19.11 | $ 19.66 |
| 36 | $ 19.11 | $ 19.66 |

ESP II, NON-EXEMPT (HOURLY) LONGEVITY/SERVICE CREDIT PAY

Steps are assigned based on years in current position plus steps granted by the Board if it is for the original position of hire.

Service Increment will be based on years of completed work with the district.

Longevity/Service Credit Increments shall be the hourly rate added to the amounts under each lane, and shall be awarded as follows:

| Longevity Pay | Amount Per Hour | |
|---|---|---|
| 10-13 Years | $0.33 | Add to Current Step on Pay Grid |
| 14-17 Years | $0.66 | Add to Current Step on Pay Grid |
| 18-21 Years | $0.99 | Add to Current Step on Pay Grid |
| 22-25 Years | $2.30 | Add to Current Step on Pay Grid |
| 26-29 Years | $3.00 | Add to Current Step on Pay Grid |
| 30+ Years | $3.50 | Add to Current Step on Pay Grid |

Per Each Increment; Non-Cumulative

| Longevity Credit | Years of Service Completed | Longevity/ Service Credit Amount Per Hour | Years at end of Fiscal Year |
|---|---|---|---|
| 0 | 0 Years-DOH | $0.00 | 1 |
| 1 | 1 Year | $0.00 | 2 |
| 2 | 2 Years | $0.00 | 3 |
| 3 | 3 Years | $0.00 | 4 |
| 4 | 4 Years | $0.00 | 5 |
| 5 | 5 Years | $0.00 | 6 |
| 6 | 6 Years | $0.00 | 7 |
| 7 | 7 Years | $0.00 | 8 |
| 8 | 8 Years | $0.00 | 9 |
| 9 | 9 Years | $0.00 | 10 |
| 10 | 10 Years | $0.33 | 11 |
| 11 | 11 Years | $0.33 | 12 |
| 12 | 12 Years | $0.33 | 13 |
| 13 | 13 Years | $0.33 | 14 |
| 14 | 14 Years | $0.66 | 15 |
| 15 | 15 Years | $0.66 | 16 |
| 16 | 16 Years | $0.66 | 17 |
| 17 | 17 Years | $0.66 | 18 |
| 18 | 18 Years | $0.99 | 19 |
| 19 | 19 Years | $0.99 | 20 |
| 20 | 20 Years | $0.99 | 21 |
| 21 | 21 Years | $0.99 | 22 |
| 22 | 22 Years | $2.30 | 23 |
| 23 | 23 Years | $2.30 | 24 |
| 24 | 24 Years | $2.30 | 25 |
| 25 | 25 Years | $2.30 | 26 |
| 26 | 26 Years | $3.00 | 27 |
| 27 | 27 Years | $3.00 | 28 |
| 28 | 28 Years | $3.00 | 29 |
| 29 | 29 Years | $3.00 | 30 |
| 30 | 30 Years | $3.50 | 31 |
| 31 | 31 Years | $3.50 | 32 |
| 32 | 32 Years | $3.50 | 33 |
| 33 | 33 Years | $3.50 | 34 |
| 34 | 34 Years | $3.50 | 35 |
| 35 | 35 Years | $3.50 | 36 |

Appendix E
Seniority List

Appendix F
ESTA Information

GRETCHEN WHITMER
GOVERNOR

**Michigan Department of Labor & Economic Opportunity**
**Wage and Hour Division**
**PO Box 30476**
**Lansing, MI 48909-7976**
**REQUIRED POSTER**
**GENERAL REQUIREMENTS – EARNED SICK TIME ACT***

SUSAN CORBIN
DIRECTOR

Your employer's 'year' for the purposes of the Earned Sick Time Act is: _____

**Earned Sick Time Accrual**

| Number of Employees | Minimum Accrual Rate | Employer May Limit Use To: |
|---|---|---|
| 10 or fewer employees | 1 hour for every 30 hours | 40 hours in a year |
| 11 or more employees | 1 hour for every 30 hours | 72 hours in a year |

- Determined by Employer written policy earned sick time may be carried over from year to year or paid out. A business with 10 or fewer employees is not required to permit an employee to use more than 40 hours of paid earned sick time in a single year, employers with 11 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued. Newly hired employees may be subject to a 120 day wait period for use.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off

**Earned Sick Time Uses**

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child, or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

**Exercise of Rights**

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
  - Denial of any right guaranteed under this act.
  - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
  - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
  - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy must not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

**Complaint Filing**

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation may file a complaint with the Wage & Hour Division.

*For precise language of the statute, see Public Act 338 of 2018, as amended
Auxiliary aids, services and other reasonable accommodations are available, upon request, to individuals with disabilities.
www.michigan.gov/wagehour • Toll Free 1-855-4MI-WAGE (1-855-464-9243)
WHD 9911 (Revised 2/27/2025)

Appendix G
Sick Leave Reimbursement Form

## Annual Request for Reimbursement of Unused Sick Leave

**ESP II Employee Information**

Full Name:

_____

Employee ID (if applicable):

_____

Position/Title:

_____

Building/Department:

_____

**Eligibility Checklist**

Please confirm the following by checking each box:

☐ I am submitting this request in May, by the May 31 deadline.

☐ I have at least twenty-four (24) accumulated sick leave days.

☐ I am requesting reimbursement for no more than six (6) unused sick leave days.

☐ I understand that reimbursement will be at the rate of $35 per day.

☐ I understand that payment will be issued with the second payroll in June.

**Request Details**

Total Accumulated Sick Leave Days: _____

Number of Sick Days Requested (max 6): _____

Total Reimbursement Amount

(*Number of days x $35*): $ _____

**Signatures**

Employee Signature:

_____

Date: _____

Supervisor Signature:

_____

Date: _____

**Office Use Only**

Verified Sick Leave Balance: ☐ Yes ☐ No

Eligible for Reimbursement: ☐ Yes ☐ No

Date Received: _____

Reviewed By: _____

Payroll Processed On: _____

## DURATION OF AGREEMENT

**This Agreement shall be effective as of July 1, 2025, and shall continue in effect until the 30th day of June, 2028 with a financial re-opener for year 2 and year 3 of the contract. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this date** 8/28/2025

**ASSOCIATION**

**By** _____
**Co-President**

**By** _____
**Co-President**

**By** _____
**MEA Representative**

**Date** August 28, 2025

**BOARD**

**By** _____
**President**

**By** _____
**Superintendent**

**Date** 8/28/2025

**Letter of Agreement**
**Between the**
**Dickinson-Iron Intermediate School District**
**And**
**Dickinson-Iron Intermediate School District Education Support Professionals – II**

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 District 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 DIISD shall voluntarily recognize the DIISD ESP II as the exclusive bargaining agent for the GSRP-CT positions under the collective bargaining agreement between the DIISD and DIISD ESP II, effective July 1, 2025.
2. The DIISD and DIISD ESP II shall incorporate the 2024-2025 salary schedule for the GSRP-CT positions as a separate schedule with no reduction in compensation. Increases to this schedule for the 2025-2026 school year shall be negotiated between the DIISD and the DIISD ESP II.
3. Benefits of paid leave accruals and seniority status for GSRP-CTs shall transfer to the DIISD ESP II.
4. 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 14 day of May, 2025, by and between the undersigned parties, whose authorized agents and representatives have affixed their signatures attesting thereto as follows.

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

Dated: May 14, 2025

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

**DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT EDUCATION SUPPORT PROFESSIONALS – II , UPEA/MEA/NEA**

Dated: May 13, 2025

By: Deborah Hicks
[print name] Deborah Hicks
Its: Co-President

**MICHIGAN EDUCATION ASSOCIATION**

Dated: May 12, 2025

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

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

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

The ISD recognizes the value of staff development and obtaining the Child Development Associate (CDA) credential as a minimum requirement for Head Start. The ISD and the Association agree to the following temporary terms to facilitate staff enrollment in the CDA program.

1. **Upfront Payment:** The ISD agrees to pay the full, verified cost of the CDA certification program (including tuition, registration fees, and materials directly required by the program) on behalf of any ISD staff member represented by the Association who enrolls and is accepted into the program. Proof of enrollment and acceptance is required.
2. **Staff Commitment:** By accepting this upfront payment, the participating staff member commits to actively pursuing and successfully completing the CDA certification program.
3. **Conditions for Repayment (Clawback Provision):** The ISD's payment constitutes an investment contingent upon the staff member fulfilling their commitment to employment and program completion. The staff member shall be obligated to repay the full amount of the CDA cost paid by the ISD under the following circumstances:
    a. **Voluntary Separation:** If the staff member voluntarily separates from employment with the ISD for any reason before successfully completing the CDA certification.
    b. **Involuntary Separation (excluding layoff):** If the staff member is terminated for cause before successfully completing the CDA certification.
    c. **Failure to Complete:** If the staff member fails to successfully complete all required components of the CDA certification program within the agreed-upon timeframe of 12 months from the start date.
4. **Repayment Mechanism:** In the event repayment is triggered under Section 3, the ISD is authorized to deduct the full CDA cost from the staff member's final paycheck, including any earned personal time payouts, up to the amount permitted by state and federal law. If the final paycheck is insufficient to cover the full cost, the staff member agrees to remit the remaining balance within thirty (30) calendar days of separation or notification of program failure.

5. **Successful Completion:** Upon the staff member's successful completion of the CDA program and receipt of the certification, the upfront payment obligation shall be considered fulfilled and forgiven.

This agreement shall take effect on November 14, 2025, and shall remain in effect until June 30, 2028, or until superseded by a mutually agreed-upon provision within a successor Collective Bargaining Agreement. The agreement is non-precedent setting.

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

(For the Association) 11/13, 2025

William J Borja 11/12, 2025
(For the ISD)

**Staff Acknowledgment (Example of language to be included in a separate agreement with the staff member, but included here for reference):**

*I acknowledge and agree to the terms set forth in this LOA, specifically the repayment obligation as detailed in Section 3 and the payroll deduction mechanism in Section 4.*

Staff Member Signature Date

2026-27 Hourly Pay Grid

Increase on Grid: **2.75%** **ECE/GSR** **2.75%** **SE/TE**

| | ECE | ECE | ECE | ECE | ECE | GSR | | | |
|---|---|---|---|---|---|---|---|---|---|
| | ASC | ACC | ACC w/D/PC | CC/HV | CC/HB BA/BS | CC/HB BA/BS W/TC | SE/TE | SE/TE w/D/PC | |
| STEP | A | B | C | D | E | F | G | H | |
| 0 | $ 14.22 | $ 16.65 | $ 17.25 | $ 18.16 | $ 26.93 | $ 32.07 | $15.74 | $ 16.31 | |
| 1 | $ 14.53 | $ 16.95 | $ 17.56 | $ 18.46 | $ 27.24 | $ 32.38 | $16.02 | $ 16.59 | |
| 2 | $ 14.83 | $ 17.25 | $ 17.86 | $ 18.76 | $ 27.55 | $ 32.68 | $16.31 | $ 16.88 | |
| 3 | $ 15.14 | $ 17.56 | $ 18.16 | $ 19.07 | $ 27.85 | $ 32.98 | $16.59 | $ 17.17 | |
| 4 | $ 15.44 | $ 17.86 | $ 18.46 | $ 19.37 | $ 28.15 | $ 33.29 | $16.88 | $ 17.45 | |
| 5 | $ 15.74 | $ 18.16 | $ 18.76 | $ 19.68 | $ 28.45 | $ 33.59 | $17.17 | $ 17.73 | |
| 6 | $ 16.04 | $ 18.46 | $ 19.07 | $ 19.98 | $ 28.76 | $ 34.79 | $17.45 | $ 18.03 | |
| 7 | $ 16.34 | $ 18.76 | $ 19.37 | $ 20.27 | $ 29.06 | $ 36.11 | $17.73 | $ 18.32 | |
| 8 | $ 16.74 | $ 19.16 | $ 19.77 | $ 20.68 | $ 29.45 | $ 37.48 | $18.11 | $ 18.69 | |
| 9 | $ 16.74 | $ 19.16 | $ 19.77 | $ 20.68 | $ 29.45 | $ 38.91 | $18.11 | $ 18.69 | |
| 10 | $ 16.74 | $ 19.16 | $ 19.77 | $ 20.68 | $ 29.45 | $ 40.39 | $18.11 | $ 18.69 | $ 0.33 |
| 11 | $ 16.74 | $ 19.16 | $ 19.77 | $ 20.68 | $ 29.45 | $ 40.39 | $18.11 | $ 18.69 | $ 0.33 |
| 12 | $ 16.74 | $ 19.16 | $ 19.77 | $ 20.68 | $ 29.45 | $ 40.39 | $18.11 | $ 18.69 | $ 0.33 |
| 13 | $ 17.15 | $ 19.56 | $ 20.17 | $ 21.08 | $ 29.86 | $ 40.39 | $18.50 | $ 19.07 | $ 0.33 |
| 14 | $ 17.15 | $ 19.56 | $ 20.17 | $ 21.08 | $ 29.86 | $ 40.39 | $18.50 | $ 19.07 | $ 0.66 |
| 15 | $ 17.15 | $ 19.56 | $ 20.17 | $ 21.08 | $ 29.86 | $ 40.39 | $18.50 | $ 19.07 | $ 0.66 |
| 16 | $ 17.15 | $ 19.56 | $ 20.17 | $ 21.08 | $ 29.86 | $ 40.39 | $18.50 | $ 19.07 | $ 0.66 |
| 17 | $ 17.15 | $ 19.56 | $ 20.17 | $ 21.08 | $ 29.86 | $ 40.39 | $18.50 | $ 19.07 | $ 0.66 |
| 18 | $ 17.55 | $ 19.96 | $ 20.57 | $ 21.47 | $ 30.26 | $ 40.39 | $18.89 | $ 19.45 | $ 0.99 |
| 19 | $ 17.55 | $ 19.96 | $ 20.57 | $ 21.47 | $ 30.26 | $ 40.39 | $18.89 | $ 19.45 | $ 0.99 |
| 20 | $ 17.55 | $ 19.96 | $ 20.57 | $ 21.47 | $ 30.26 | $ 40.39 | $18.89 | $ 19.45 | $ 0.99 |
| 21 | $ 17.55 | $ 19.96 | $ 20.57 | $ 21.47 | $ 30.26 | $ 40.39 | $18.89 | $ 19.45 | $ 0.99 |
| 22 | $ 17.55 | $ 19.96 | $ 20.57 | $ 21.47 | $ 30.26 | $ 40.39 | $18.89 | $ 19.45 | $ 2.30 |
| 23 | $ 17.94 | $ 20.37 | $ 20.96 | $ 21.88 | $ 30.66 | $ 40.39 | $19.26 | $ 19.82 | $ 2.30 |
| 24 | $ 17.94 | $ 20.37 | $ 20.96 | $ 21.88 | $ 30.66 | $ 40.39 | $19.26 | $ 19.82 | $ 2.30 |
| 25 | $ 17.94 | $ 20.37 | $ 20.96 | $ 21.88 | $ 30.66 | $ 40.39 | $19.26 | $ 19.82 | $ 2.30 |
| 26 | $ 17.94 | $ 20.37 | $ 20.96 | $ 21.88 | $ 30.66 | $ 40.39 | $19.26 | $ 19.82 | $ 3.00 |
| 27 | $ 17.94 | $ 20.37 | $ 20.96 | $ 21.88 | $ 30.66 | $ 40.39 | $19.26 | $ 19.82 | $ 3.00 |
| 28 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.00 |
| 29 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.00 |
| 30 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.50 |
| 31 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.50 |
| 32 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.50 |
| 33 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.50 |
| 34 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.50 |
| 35 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.50 |
| 36 | $ 18.34 | $ 20.77 | $ 21.37 | $ 22.28 | $ 31.05 | $ 40.39 | $19.64 | $ 20.20 | $ 3.50 |

Tentative agreement for 2026-2027 includes 2.75% increase on the grid, not including an increase to longevity/service credit, advancement of one step for all ESP II (excluding newly hired employees), and retroactive pay to 7/1/2026.

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

9/11/2026

Signed by:

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

Superintendent:
Jennifer Huotari

EAM Co-President: Debbie Hicks 9/11/26
Debbie Hicks