MASTER AGREEMENT

Between

North Dickinson Education Association (NDEA)

And

North Dickinson County School District
Board of Education

2026-2027

Last updated 06/24/2026

NORTH DICKINSON EDUCATION ASSOCIATION

MASTER AGREEMENT

Table of Contents

Agreement 1
Article I - Recognition 2
Article II - Association and Teacher Rights and Responsibilities 3
Article III - Board of Education Rights 5
Article VI - Teachers' Hours & Class Load 6
Article V- Classroom Teacher Placement/Transfer 7
Article V - Teaching Conditions 9
Article VI - Qualifications, Additions to Regular Schedule and Schedule-B 10
Article VII - Illness or Disability 11
Article VIII - Professional and Personal Business 12
Article X - Leave of Absence 13
Article XI - Sick Leave 15
Article XII-Teacher Evaluation 16
Article XII - Academic Freedom 17
Article XIII - Teacher Representation 18
Article XIV - Professional Behavior 19
Article XVII-Reduction in Personnel (Layoff and Recall) 20
Article XVIII - Continuity of Operation 22
Article XIX - Professional Compensation 23
Article XX - Special Teaching Assignments 24
Article XXI - Student Discipline and Teacher Protection 25
Article XXII – Insurance Protection 26
Article XXIII - Grievance Procedure 31
Article XXIV- Negotiation Procedures 33
Article XXV- Miscellaneous Provisions 35
Article XXVI- Maintenance of Standards 36
Article XXVII- Duration of Agreement 37
Salary Schedule- 2025-26 38
School Calendar- 2025-26 39
Schedule B- Auxiliary Schedule-2021-2022 40

Agreement

This Agreement entered this 1st day of August, 2026, by and between the North Dickinson County School District Board of Education, hereinafter called the "Board" and the NDEA/UPEA/MEA, hereinafter called the "Association".

Article I - Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative as defined in Section II of Act 336, Public Acts of Michigan, 1947, as amended, for all full-time and part-time teaching employees, librarians, guidance counselors, and driver education Teachers, but excluding teacher aides, supervisors, substitutes, and all other employees. The term "Teacher", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male Teachers shall include female Teachers.

B. The Board agrees not to negotiate with any Teacher's organization other than the Association for the duration of this Agreement.

Article II - Association and Teacher Rights and Responsibilities

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Teacher shall have the right freely to 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. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association of collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment. Likewise, the Association and all its members agree to recognize the right of Teachers to refuse to join the Association; and the Association and its members agree that they will in no way discriminate against or coerce any teacher who elects to exercise this right.

B. Nothing contained herein shall be construed to deny or restrict to any Teacher, rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the privilege of using school facilities for local matters for meetings at times when school facilities are not otherwise in use and upon prior approval by the administrator responsible for such facilities. A custodian must be on duty at any time the facilities are in use. The Association shall be responsible for proper use of such facilities, including leaving them in the same condition as they were prior to the use. The Association shall be liable for any damages caused to the facilities by its use.

   The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at times when this shall not interfere with or interrupt normal school operations or assigned duties. It is the responsibilities of the above-mentioned Association representatives to report to the principal before their conference with any Teacher.

E. The Association shall have the right to post notice of its activities and matters of Association concern on Teacher bulletin boards, at least one of which shall be provided in each school building. Teacher mailboxes may be used in the respective buildings for Association correspondence. However, this provision shall in no way obligate or require the School District to carry Association or Teacher communications through the School District's internal mail system. No Teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including annual financial reports and audits; tentative budgetary requirements and allocations, together with information which may be necessary for the Association to process any grievance or complaint.

G. The Board shall inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

H. The Association specifically recognizes the rights of the Board of Education to invoke the assistance of the State Labor Mediation Board, or a mediator from such agency.

I. The Teacher's position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous, or which in any way violate the civil rights of others.

J. Teachers shall not seek to advance personal, political, or religious views in the classroom.

K. The Association has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency.

L. It is the duty of the Teachers to conform to the school hours as scheduled.

M. It is understood and recognized that the Teachers shall use the school day for such things as:

1. Planning and preparing for their classes, including daily and weekly lesson plans.

2. Participation in activities of the school during the normal school day.

3. Evaluating pupil progress.

4. Reporting their evaluations of pupil progress to the school Administration and to the parents of the children whom they teach.

N. Teachers agree to remain on duty as long as necessary for severe emergency situations if requested by the Administration.

Article III - Board of Education Rights

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies; : to enter into intergovernmental agreements to collaborate, consolidate or jointly perform functions or services, including the impact of those decisions on district employees.

2. To hire all employees and subject to the provisions of law; to determine their qualifications and the conditions, including physical, for their continued employment, or their discipline, separation or health and safety, and to promote, evaluate and transfer employees.

3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To manage the means and methods of instruction, the selection of textbooks, and other teaching materials, and the use of teaching aids of every kind and nature;

5. To establish class schedules and duties, responsibilities, of Teachers and other employees with respect thereto, and the terms and conditions of employment;

6. Determine the financial policies, including all accounting procedures.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, 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 express terms of this Agreement.

B. The Association agrees to furnish the Board of Education, through the Superintendent, in response to reasonable requests from time to time all available information concerning Teacher retirement and Teachers not returning to the North Dickinson County Schools. The Association shall also provide the Board with all information necessary for processing of grievances.

C. The foregoing is subject to the provisions of Public Act 379 and the specific provisions of this Agreement.

Article IV - Teachers' Hours & Class Load

A. Teachers may be required to remain a sufficient period after the close of the school day to attend such professional matters as curriculum study, curriculum council, reasonable number of Teachers' meetings, parent conferences, student conferences, administrator conferences, or any other professional requirements that will enhance the position of the Teacher in the school and community.

B. The normal Teachers' working day will include the following:

1. Not less than a 30 minute lunch period.

2. 300 minutes of planning time in a normal 5-day week.

3. Teacher's hours shall be from 8:15 a.m. to 3:35 p.m.

4. Teachers will be in their classroom by 8:25 a.m. with instruction beginning at 8:30 a.m.

C. When a Teacher finds it necessary to leave the school grounds early for the remainder of the day during school hours for a reason that cannot be addressed after the school day, the principal of the building, or his representative, shall be consulted. All reasonable effort shall be made by the principal to grant such a request.

D. The school year shall be 180 student instruction days plus five (5) Teacher In-service days. Teachers may elect to attend conferences approved in advance by administration to meet the number of professional development days required. Teachers are responsible for maintaining records on a designated form of their professional development on an annual basis and must submit the record to administration by June 30th of each school year. Any Teacher who fails to document the required five (5) days of professional development by June 30th of each school year will have one (1) sick day deducted from the Teacher's sick leave accumulation.

E. A Teacher who agrees to supervise a class during his/her preparation period for an absent Teacher shall receive compensation of $30 per hour. Teachers may elect to accrue compensation time in lieu of payment. Each Teacher shall be responsible for reporting this time to administration within two (2) school days after it has been worked, including elementary Teachers when substitutes are not available for special Teachers.

F. If a Teacher shall teach more than the normal load as set forth in this Article, he/she shall receive additional compensation of one-sixth or one-seventh his/her salary, for each teaching period in excess of such norms depending on the number of class periods in the normal school day.

G. Teachers will not report for work on days when school is closed because of inclement weather.

1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, may be rescheduled at the discretion of the Board of Education to insure that there are a minimum of one hundred eighty

(180) days of actual student instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

Article IV - Teachers' Hours & Class Load

2. On days when students are not scheduled but Teachers are scheduled to work, the superintendent, at his/her discretion may cancel and/or reschedule the work day.

H. Teachers are encouraged to be professional and attend school events and activities in the North Dickinson County School District.

I. Teachers will not be required to serve more than one recess duty assignment per week (alternating inside and outside duty).

J. The school Administration will seek input from Teachers before the master Teacher/student schedule is finalized/approved by Administration.

K. Teachers will be required to participate in the schools "Open House". Teachers must have their Administrators prior approval not to participate. The date of the open house will be negotiated along with the other dates of the calendar which are open to negotiation.

Article V

Classroom Teacher Placement/Transfer

A. Placement of Classroom Teachers. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
   a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
   b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rule for Special Education Programs and Services, and other applicable statutes and regulations.
   c. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
   d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
      i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding.
      ii. Credentials needed for District, school, or program accreditation.
      iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction.
      iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way.

v. Disciplinary record, if any.
vi. Length of service in a grade level(s) or subject area(s).
vii. Recency of relevant and comparable teaching assignments.
viii. Previous effectiveness rating.
ix. Compliance with state and federal law; or
x. Other non-arbitrary or capricious reasons.

e. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
f. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
g. The Superintendent or designee has the discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons.
h. An alleged violation of this Classroom Teacher Placement is not subject to arbitration in the grievance process. A probationary classroom teacher cannot challenge any aspect of the Classroom Teacher Placement process.

B. Any classroom teacher who shall be transferred to a supervisory or executive position and shall later return to a classroom teacher status be entitled to retain such rights as a teacher as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
C. The School and Association shall jointly maintain a seniority list of North Dickinson teachers. Such list shall be made a part of this contract and shall be updated by October 1 of each year.

Article V - Teaching Conditions

The parties recognize that optimum school facilities for both student and Teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the Teacher is to teach and to provide a learning atmosphere and that the organization of the school and the school day should be directed toward insuring that the energy of the Teacher is primarily utilized to this end.

A. The parties will confer from time to time for the purpose of improving the selection and use of educational tools.

B. The Board agrees to make available in each school, facilities to aid Teachers in the preparation of instructional material.

C. The Board shall provide:

1. Space for each Teacher to store coats, overshoes, and personal articles.

2. Copies, exclusively for each Teacher's use, of all texts used in each of the courses he/she is to teach.

3. Storage space in each classroom for instructional materials.

4. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in performing the daily teaching responsibilities.

D. The Board shall make available restroom facilities for Teacher use, and one room, which shall be reserved, for use as a lounge.

E. Telephone facilities shall be made available to Teachers for their reasonable use. Teachers making personal long distance calls are required to pay for such calls.

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

G. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, the District shall provide in-service training in hygienic practices and classroom management to Teachers coming into contact with students having such communicable diseases.

Article VI - Qualifications, Additions To Regular Schedule and Schedule-B

A. Each Teacher employed shall meet all state and federal laws and regulations regarding certification and qualifications.

B. Any assignments in addition to the regular teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B (except Band Director, which shall be required of the instrumental music Teacher) and summer school courses, shall not be obligatory but shall be with the consent of the Teacher.

Article VII - Illness or Disability

A. A Teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the completion of one school year, consistent with state or federal law.

B. In the event that an employee suffers an absence due to an injury or an illness arising out of and in the course of his/her employment the Board shall continue the employee's fringe benefits for a full twelve (12) month period, and shall pay to the Teacher the difference between his/her salary and the benefits received under the Workers' Disability Compensation Act for the duration of existing sick leave for such absence. A deduction of a portion of a sick leave day shall be made for the salary differential paid.

C. Absentees shall have plans and materials so arranged that a substitute will be able to carry on the regular work with a minimum of interruption.

D. After five consecutive days of sick leave the Board shall require the Teacher to provide evidence of illness by a doctor.

Article VIII - Professional and Personal Business

A. At the beginning of every school year, each Teacher shall be credited with three days to be used for the Teacher's personal business. The Teacher is not required to state the reason for such leave day but shall make the request to the principal in writing. Cognizant of community relationships, each Teacher is encouraged to use sound judgment in the use of such days. A Teacher planning to use a personal leave day shall submit a written request to notify the principal at least 48 hours in advance, except in cases of emergency. A Teacher may not take more than five (5) personal days at one time. If a Teacher elects not to use personal business day(s) in any given year, they may accumulate during succeeding years up to five (5) days; may elect to be reimbursed at the rate of $100.00 per day prior to July 1 of a given year; or may request, in writing, that unused personal business days be added to his/her sick leave accumulation. Regular personal business days may be used for sick leave purposes only if all sick leave days have been exhausted. The Board of Education reserves the right to limit the number of absences for personal business to a total of three (3) Teachers on any given day on a first come first serve basis.

B. A Teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations.

C. Professional business days shall be granted with the permission of the Superintendent for purposes such as but not limited to: visitations to view other instructional techniques or programs, conferences, workshops, seminars conducted by educational institutions or curriculum study. Such visitations may be used to satisfy the legislated on-going professional development requirement.

D. The District shall pay the current IRS mileage rate for all Professional business travel unless a School District vehicle is available. Meal allowances shall not exceed the following: $6.00 breakfast, $10.00 lunch, $15.00 dinner. Receipts will be required. Room rates for overnight travel shall be a reasonable and customary rate approved by the administration in advance. Mileage will be paid for the first 150 miles only. Administration may elect to pay additional travel costs or fund alternate methods of transportation instead.

E. Five (5) days of Association business shall be granted per year to the Association to be used to attend leadership conferences. The Board will not pay for any expenses other than the regular salary of the absent Teacher as well as the substitute Teacher for this section.

F. A limit of five Sick Leave Days, Personal Leave days, or Compensatory Leave Days may be used consecutively or in a combination of those days unless a medical documentation is provided.

Article X - Leave of Absence

A. Any Teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay up to the end of the current school year. Upon returning from leave the following school year, provided a job is available for which the Teacher is qualified, such teacher shall be placed at the same position on the salary schedule as when they left. Leaves of absence requests are to be submitted to the Superintendent for his/her approval or denial.

B. Leaves of absence with pay not chargeable against the Teacher's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per each occurrence, to a maximum of ten (10) days per school year, for a death of a mother, father, parent of spouse, brother, sister, child, spouse, stepchild and grandchild.

C. Leaves of absence without pay where feasible may be granted for the following purposes:

1. Study related to the Teacher's license field.

2. Study to meet eligibility requirements for a teaching license other than that held by the Teacher.

3. Study, research, or special teaching assignments involving probable advantage to the school system.

D. The Board may grant to any Teacher a leave of absence for the purpose of childbirth or for the purpose of adopting a child. Such leave shall commence when the Teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

1. In case any dispute as to whether a Teacher, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the Teacher through her pregnancy shall make the final and binding determination.

2. During the period of time, when in the opinion of the Teacher's physician the Teacher is disabled because of pregnancy, she shall be paid her regular salary and deductions shall be made from her sick leave accumulation.

3. The leave of absence upon approval of the Board may extend to the end of the school year in which the Teacher commenced such leave of absence and further provided that:

a. The reinstatement shall be to the Teacher's former position or other position for which she is qualified and certified.

b. The granting of such leave shall in no way interrupt seniority and rights attendant thereto.

c. A Teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for the balance of the maternity leave.

4. The leave may be extended up to a period of one school year, by written request of the Teacher. The Teacher provided a job is available for which the Teacher is qualified, such Teacher shall be placed at the same position on the salary schedule as when they left.

5. A Teacher on extended maternity leave shall receive no credit on the salary schedule or for seniority while on said extended leave.

E. The Board of Education provides military leave, reemployment, and other rights as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). To qualify:

1. The employee (or an appropriate officer in the uniformed service in which the employee's military service is performed) gave advance written or verbal notice of his/her military duty unless excused;

2. The cumulative length of all periods of military service with the employer do not exceed five (5) years;

3. The employee timely reports to work after the period of military service ends;

4. The employee has not separated from service with a disqualifying or other than honorable conditions.

The Superintendent shall post notices of employees' rights under USERRA at conspicuous locations within the District.

Employees may contact the U.S. Department of Labor to obtain more information regarding their rights under this act.

This policy is intended to comply with and explain the service person's rights under USERRA. To the extent there is a conflict, the USERRA and its regulations prevail.

F. A Teacher returning from an approved leave of absence must notify the Board in writing of his/her intent to return at least 60 days prior to the scheduled date of return or lose his/her right to return.

G. Upon request, a one (1) year multi-purpose leave of absence shall be granted to any Teacher with at least three (3) years' experience in the District provided that said leave shall not be for any other employment and provided that a qualified substitute can be secured. Such request shall be made in writing by April 15th of each school year. This leave shall not terminate less than one (1) year and cannot be extended beyond one (1) year without Board approval. Upon return, the Teacher provided a job is available for which the Teacher is qualified, such Teacher shall be placed at the same position on the salary schedule as when they left.

H. Family Medical Leave Act (FMLA) procedures will follow current law unless inconsistent with current contract language. Unpaid FMLA leave shall be concurrent with other paid leaves, including Worker's Compensation. The leave year shall be calculated on a rolling backward basis except for military caregiving leave, which is calculated on a rolling forward basis as required by law.

Article XI - Sick Leave

Teachers shall be entitled to 10 days sick leave per year with unlimited accumulation. Sick leave may be used for all reasons identified in Michigan's Earned Sick Time Act (ESTA). The unused portion of each year's sick leave is
subject to the following conditions/usage:

1. Of the 10 sick days received each year two may be used as personal days.

   If the 2 personal days are unused on the last day of school, they will revert back to sick days.

A. Teachers teaching in this system will automatically be granted 10 days at the beginning of the school year. New teachers, upon completion of their first day of work, will receive this benefit.

B. Sickness of the Teacher or sickness of mother, father, spouse, parent of spouse, brother, sister, child and stepchild.

C. 1. The Association, on behalf of a Teacher who has been employed for at least 4 years in this system, may borrow up to thirty (30) additional days of sick leave at the discretion of the Association. This borrowing by the Association will be used for a Teacher with a continuing or serious illness of self or immediate family member, complications from pregnancy and/or delivery, or for a major surgery. This advance to the Association will be charged against said Teacher's accumulated sick leave when the Teacher returns to work. Once a Teacher elects to borrow unearned sick leave, regardless of the amount involved, no additional unearned sick leave may be borrowed by said Teacher until the previously borrowed sick leave has been completely repaid by said Teacher. Provided, that in any event no unearned sick leave may be borrowed by a Teacher that will exceed the amount of sick leave said Teacher may earn prior to his/her retirement. Provided also that if a Teacher is indebted to his/her School District for unearned sick leave at the time of termination, resignation, or retirement from his/her employment, the School District or Association shall have the right to deduct the value of same from the final paycheck or paychecks due to said Teacher; provided also, that the School District shall also have a right to recover from the Association, the per diem rate and state and federal fringes associated with wages, of any unearned sick leave owed by said Teacher at the time that the Teacher terminates his/her employment with the School District.

   Repayment of borrowed days shall be paid back by said Teacher as follows (1) At the beginning of each new school year, the Teacher will automatically have five days deducted from his/her 10 days awarded at the beginning of each new year. (2) All sick days remaining at the end of a school year will automatically be applied to said Teacher's debt to the Association, so that no days carry over to the next school year until the debt has been paid in full.

   2. As an alternative, if the Teacher will exhaust all of his/her sick days due to a continuing or serious illness, complications from pregnancy or delivery, or major surgery, including the recovery time of said illness, of self or immediate family member, the Teacher may elect to petition Association members to donate sick days from their individual accounts.

   Sick days may be donated to this Teacher not to exceed a maximum of 30 days between Article XII, Section C1, and Article XII, Section C2. The total number of indebted days to the school shall be no more than 60 during any one school year. No person may petition the bank more than once in a calendar year. There will be no repayment required by said Teacher for days donated by Association members from their individual accounts.

D. A Teacher, upon his/her retirement, regardless of the number of years of service, shall be compensated for unused sick leave at the rate of twenty dollars ($20.00) per day for the first 50 days and twelve dollars ($12.00) per day for every day thereafter provided that said Teacher is eligible for retirement with the State of Michigan Retirement Board. Such Teacher must be employed by the North Dickinson County School at the time of his/her retirement.

E. A Teacher may take one sick leave or personal business day to attend the funeral of a relative or friend with the approval of the Principal or Superintendent.

Article XII- Teacher Evaluation

The district shall follow the provisions of the Revised School Code, MCL 380.1249, as amended, regarding the evaluation of teachers, 5D+ is the performance evaluation tool currently in use. The district will continue using this system fo the duration of this agreement unless the teachers are notified of a change and receive training in advance of a change in evaluation system.

New teachers shall receive training on the evaluation system being used by the district (current teachers will have the option of attending)

Student growth and assessment data (including local and state assessments data) will be used to calculate 20% of the evaluation, and 80% of the evaluation will be based on objective criteria as determined by the evaluation tool. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic and student growth goals set for all students that utilize available data as determined by mutual agreement between administrators and the grade-level/department level teachers.

Any tenured teacher rated as developing or needing support may request a review with their building administrator before the final rating is submitted. Probationary teachers cannot grieve any aspect of the evaluation process. Tenured teachers may only grieve any aspect of the evaluation process up to the board level.

Article XII - Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

B. Academic freedom shall be guaranteed to Teachers provided that they adhere to Board policies. No special limitations shall be placed upon the study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.

C. Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard and legitimize interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Article XIII - Teacher Representation

A. Excluding his/her confidential placement papers, each Teacher shall have the right, upon request, to review the contents of his/her own personnel file at reasonable times. A representative of the Association may be requested to accompany the Teacher in such review.
B. All employees will have Weingarten rights.

Article XIV - Professional Behavior

A. Teachers shall comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided that a Teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. The Board recognizes that a Code of Ethics is considered by the Association and its membership to define acceptable criteria of professional behavior. The Board and the Association will work jointly to develop a Code of Ethics to deal with ethical problems in accordance with the terms of such a Code.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a Teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending Teacher and to the Association. The Association will use its best effort to correct breaches of professional behavior by any Teacher and; in appropriate cases, may institute proceedings against the offending Teacher.

D. A Teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Teacher until such a representative of the Association is present.

E. All information forming the basis for disciplinary action will be made available to the Teacher and the Association. A tenured teacher may only be disciplined for non-arbitrary or capricious reasons and may grieve that decision to a Board level hearing only: the Teacher shall not have the right to arbitration. Probationary Teachers cannot grieve discipline or non-renewal decisions.

F. The District does not have to apply discipline in a progress manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

G. Under the terms of this agreement, any Teacher with an alcohol and/or drug abuse problem who requests diagnosis or treatment for it will not jeopardize his/her job rights solely for doing so. Time missed for diagnosis and treatment of such problems under the care of qualified medical experts shall qualify for use of leave time under this Agreement.

Article XVII

Reduction in Personnel (Layoff and Recall) and Annexations and Consolidations of District

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions be reduced. Prior to the issuance of layoff notices, the North Dickinson Education Association will be given an opportunity to make specific recommendations regarding the particular implementation of the layoff procedures planned by the Distict.

B. Reduction in work force and recall decisions must be made based on a classroom teacher effectiveness criteria established in Revised School Code Section 1249.

C. Classroom teachers must be fully qualified for all aspects of their assignments, as determined by the board, based on documentation on file with the Superintendent's office, including:
    a. Credentials needed for district, school, or program accreditation.
    b. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in the assignment and is integrated into instruction.
    c. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way.
    d. Disciplinary record, if any.
    e. Length of service in a grade level(s) or subject area(s).
    f. Recency of relevant and comparable teaching assignments.
    g. Previous effectiveness rating.
    h. Attendance and punctuality.

D. The Michigan Online Educator Certification System will be used to provide the district with current information and documentation supporting the classroom teacher's certification and qualifications. If the Michigan Online Educator Certification System is discontinued or is found to be inaccurate, the classroom teacher will be responsible for providing the district with information regarding their certification and qualifications.
    a. Reduction and recall decisions will be based on the classroom teacher's certification, qualifications and length of service in the grade level(s) or subject area(s) seniority at the time of the decision.
    b. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
    c. Failure to maintain current contact information may negatively affect the teacher's recall.

E. Classroom Teacher reductions and recalls are by formal Board action.

F. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and the association.

G. Classroom Teacher Recall Process
    a. A classroom teacher is eligible for recall for 24 months from the date the district implemented the reduction in force.
    b. The superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

c. Before or in lieu of initiating the recall of a laid-off classroom teacher, the superintendent may reassign teachers to fill vacancies.
d. After or in lieu of any reassignment of existing teaching staff, the superintendent may take either of the following actions to fill a vacancy:
    i. Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the superintendent or designee will fill the vacancy by seniority.
    ii. Post the vacancy and consider all applicants if the superintendent determines that the district's educational interests would be served and no classroom teacher on layoff meets the certification and qualification requirements of the position.
e. The superintendent or designee will provide written notice of the board's recall decision to any recall classroom teachers and will establish the time within which a classroom teacher must accept recall to preserve the classroom teacher employment rights.
f. A laid off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the superintendent, will forfeit all rights to recall and continued employment unless the superintendent, in the superintendent sole discretion, has extended the time limit in writing.
g. A probationary classroom teacher cannot challenge any aspect of the layoff/recall process

H. To the full extent permitted by law, this agreement shall be binding upon the board and its successor personnel and upon any school district into which this district shall be merged or combined.

I. In the event this district shall be combined with one or more districts, the board will use its best efforts to assure the continued employment of it's members in such reorganized district.

Article XVIII - Continuity of Operation

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. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause to work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

B. The Board and the Association agree 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 Acts.

Article XIX - Professional Compensation

A. The basic salaries of Teachers covered by this Agreement or set forth in a separate schedule shall remain in effect during the terms of the Agreement. During and after the contract, Lanes and Steps shall not be allowed unless specifically ratified by both parties.

B. All Teachers newly employed shall be given three years and may at the discretion of the Board be given credit up to thirty (30) years on the salary schedule for actual classroom teaching experience in any other school or School District. Half steps will not be granted. Credit will be for complete years and will not be "rounded up."

C. Teachers involved in extra duty assignments shall be compensated in accordance with the provisions of this Article and the approved auxiliary schedule without deviation.

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance based on the current IRS mileage rate unless a school vehicle is available for use.

E. Teachers receiving advanced degrees at mid-year shall be compensated according to the salary schedule after proper notification to the Superintendent's office in writing.

F. A Teacher will be reimbursed a maximum of $600 per school year for tuition paid upon successful completion of the graduate level class in which he/she is enrolled.

G. Mentor Teachers will serve voluntarily. Mentor Teachers shall be granted one compensatory day per year for each Teacher mentored. Said compensatory day shall not accumulate from year to year and must be used by May 15th of each year.

H. Teachers responsible for Med-billing shall be granted one compensatory day per year. Said compensatory day shall not accumulate from year to year and must be used by May 15th of each year.

I. Teachers asked to provide homebound services at the student's home will be compensated at the rate of $30.00 per hour. The teacher will be compensated for miles driven in his/her personal vehicle for miles driven in excess of the miles driven to the employee's home from school at current IRS rate.

J. Teachers who work Saturday School will be compensated with Compensatory Time one hour for every hour worked.

K. In the event of a verified overpayment of wages or benefits under the terms of this agreement, the bargaining unit member will make prompt repayment to the District. In the event the bargaining unit member fails to make the repayment, the district may payroll deduct the overpayment as a condition of the contract pursuant to the authority set forth in MCL 408.477.

Article XX - Special Teaching Assignments

A. Teachers shall be compensated for teaching in any such programs according to the rate prescribed in Schedule B.

B. The Board agrees at all times to maintain an adequate list of substitute Teachers. Teachers shall be informed of a telephone number that they may call before school to report unavailability for work. Once a Teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute Teacher.

C. Supervision by a Teacher of a student Teacher shall be voluntary and no Teacher shall supervise more than one such student Teacher simultaneously. Compensation for supervision of student teaching shall be based on the current rate paid by the university.

Article XXI - Student Discipline and Teacher Protection

A. Since the Teacher's authority and effectiveness in his/her classes are undermined when students discover that there is insufficient administrative backing and support of their Teacher, the Board recognizes its responsibility to give all reasonable support and assistance to Teachers with respect to maintenance of control and discipline in the classroom or students under the influence of a controlled substance. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the Teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A Teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.

C. A Teacher may exclude a pupil temporarily from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable, and if the exclusion does not violate special education or disability law. When students are sent to the office to be suspended from their class, Teachers will send appropriate work to be completed by the student when feasible. The full particulars of the incident will be furnished the Principal or Superintendent as promptly as the Teachers' teaching obligation will allow.

D. Suspension of students from school may be imposed only by a Principal, Superintendent or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another Teacher or other measures short of suspension, will be exhausted.

E. Any case of assault upon a Teacher shall be promptly reported to the Board or its designated representatives. If the Teacher acted consistent with Board Policy and the law, the Board will provide legal counsel to consult with the Teacher of his/her rights and obligations.

F. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline in their classrooms. The parties recognize that not all students will be able to meet their individual curriculum and behavioral goals. The District recognizes its responsibilities to give support and assistance to Teachers in maintaining control and discipline. The District and the Association recognize the need to establish and properly enforce reasonable rules for student conduct. At the beginning of each school year the District shall publish and distribute to students and staff a copy of the rules of student conduct including alternatives to corporal punishment, that are in effect at the time. Any changes in the rules during the school year shall be published prior to their effective date. Teachers shall be responsible for being knowledgeable of all rules and revisions. In addition to the rules set forth above, each Teacher may establish additional classroom rules not in conflict with Board policy or District rules, which must be approved in advance by the building administrator.

G. Copies of the student handbook will be provided to all students on school website.

Article XX – Insurance Protection

The Board will limit its expenditures for employee "Medical Benefit Plans" to be in compliance with Public Act 152 of 2011, the (Publicly Funded Health Insurance Act)

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011as amended; Section 3, and as described below for an employee "Medical Benefit Plan" for a "Contract Year" of twelve (12) months in monthly installments provided the individual has completed their contractual year and is employed full-time, employees less than full-time will be prorated accordingly as described in the applicable Section of Article-20.

Employees may select a "Medical Benefit Plan" from plans that qualify under Public Act 152 of 2011 as amended; Section 2, Subsection (e). The actual selected qualifying "Medical Benefit Plan" along with all other health related benefit supplemental plans and accounts whether part of the "Medical Benefit Plan" or the ("Non- Medical Benefit Plan-Benefit Options) will be determined during negotiation.

The Board provided premium contributions for any employee's applicable "Medical Benefit Plan", (Single, Two-Person or Family), shall pay no more of the annual costs, charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to the hard cap amounts set by the State of Michigan.

"The District also agrees to contribute premiums to the "Medical Benefit Plans" at the "Annual Cost Limitations for 2022" on January 1, 2022 for the Duration of the successor Agreement but only with the "stipulation" that the District's "Medical Benefit Plans" contributions will still be in complete compliance with Public Act 152 of 2011 Section- 3 as amended, for the "2021 Annual Cost Limitations" in regard to the plans actual "2021 Coverage Year" and in addition that the District does not violate "Public Act 152 Section-3" or "Section-5-Subsection (2)" for starting the "2022 Annual Cap Limitations" on January 1, 2022 and thus subjecting the District to the penalties set forth in "Public Act 152 of 2011" as amended in "Section-9" with regard to Public Employers "Annual Cost Limitations" for "Medical Benefit Plans-Coverage Years" contributions as determined by the "State of Michigan's Department of Treasury."

A. Upon submission of a written application, the Board agrees to provide each full-time bargaining unit member with one of the two following MESSA PAK programs as listed below and a maximum premium contribution as negotiated below. Part-time members shall receive a pro-rated premium payment based upon percentage of full-time work. Example: A member working half (l/2) time would receive a fifty percent (50%) premium subsidy.

For those qualifying and electing to receive the "Medical Benefit Plan"

"Medical Benefit Plans" (Pak-A, Part-1 or PAK-C, Part-1)

The District has joined the Upper Peninsula Area Purchasing Agreement on July 1, 2019 with Medical benefits effective beginning on January 1, 2020 through December 31, 2022.

The Upper Peninsula Area Purchasing Agreement (UPAPA) Coalition Team will determine the choice of medical plans available to employees.

The District shall provide contribution for previous payment in the following amounts per medical benefits plan coverage year for each bargaining unit member:

- $7,942.09 per single subscriber
- $16,609.38 per two person subscriber
- $21, 660.30 per full family subscriber

These amounts will increase at the beginning of each medical benefit plan year to the maximum amount allowable under the state hard caps, unless the hard caps no longer exist. If the caps do not exist, the contribution amount will increase consistent with the premium percentage increase of the subscriber, up to 3%.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee "Medical Benefit Plan" Plan-A (PAK-A, Part-1) or (PAK-C, Part-1) .

The Board will contribute toward the employee "HSA" account fee, the difference between any employees' applicable plans premium, in the MESSA ABC PLAN 1, that falls under the applicable "Coverage Year" State Cap amount maximum payment permitted to the employees "HSA" account.

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be in accordance with:

The (Non-Medical Benefit Plan) for (PAK-A, Part-2 and PAK-C, Part-2) as negotiated is listed below and the Board paid monthly premium payments for contract year July 1st through June 30th as described below for twelve (12) months provided the individual is employed full-time, employees less than full time will be prorated accordingly as described in the applicable Section of Article-20.

"Non-Medical Benefit Plan-Benefit Plan"- (PAK-A, Part-2, PAK-C, Part-2))

MESSA Provided "Non- Medical Benefit Plan" – (PAK-A, Part-2) and (PAK-C, Part-2):

Dental:
Class 1-80%
Class 2-80%
Class 3-80%
Annual Max: $1,000
Class 4: 80%
Lifetime Max: $2,000
Riders: 2 Cleanings

Vision: VSP 3 Plus 250 CL
Life Insurance: $35,000 plus additional $5,000-Non-PAK
AD&D Coverage $35,000 plus additional $5,000-Non-PAK

Board Paid Maximum Premium (PAK-A, Part-2) or (PAK-C, Part-2)

Family Plan: $ 100.0% of the total premium per month.

Two Person Plan: $ 100.0% of the total premium per month.

Single Subscriber Plan: $ 100.0% of the total premium per month.

Any portion of the (Non-Medical Benefit Plan-Benefit Options) (PAK-A, Part-2) actual applicable plans monthly premium cost not covered by the Board paid (Non-Medical Benefit Plan-Benefit Options) monthly premiums shall be paid by the employee via payroll deduction plus any prorated amount as required in the applicable Section of Article-20. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plan-Benefit Options).

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (Non-Medical Benefit Plan-Benefit Options) for the (PAK-A, Part-2) Plan.

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be in accordance with:

For those not electing a "Medical Benefit Plan"- (PAK-A, Part-1) or (PAK-C, Part-1):

"Non-Medical Benefit Plan" - (PAK-B):

Messa Provided "Non- Medical Benefit Plan"- (PAK-B): Dental (Class 1-80%; Class 2-80%; Class 3-80%; Annual Max: $1,000; Class 4: 80%; Lifetime Max: $2,000; Riders: 2 Cleanings; Vision: VSP 3 Plus; Life Insurance: $50,000: Rate/$1000; AD&D Coverage $50,000: Rate/$1000; Dependent Life $2,000: Rate/$1000. Plus $5,000 Non-Pak Life Insurance and Plus $5,000 Non-Pak-AD&D

Board Paid Maximum Premium (PAK-B) (Non-Medical Benefit Plan- Benefit Options):

Family Plan: $ 100 .0% of the total premium per month.

Two Person Plan: $ 100 .0% of the total premium per month.

Single Subscriber Plan: $ 100 .0% of the total premium per month.

Any portion of the (Non-Medical Benefit Plan) (PAK-B) actual applicable plans monthly premium cost not covered by the Board paid (Non-Medical Benefit Plan) monthly premiums shall be paid by the employee via payroll deduction plus any prorated amount as required in the applicable Section of Article-20. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plan, PAK-B).

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (Non-Medical Benefit Plan-Benefit Options) for the (PAK-B) Plan.

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be in accordance with Section-A (3) of Article 20.

2) The employee may voluntarily choose to have the employee's share deducted on a pretax basis under a Section 125 Plan by timely completing the required forms available through the Business Office.

3) The employee's share of the monthly premium due for the Medical Benefit Plan will be based on the total premiums due for the plans "Coverage Year" minus the Premium payments agreed to be paid by

the District in accordance with Public Act 152 of 2011 as amended during the plans "Coverage Year" in correlation to the contract year. The increase or decrease in the dollar amount of the employee's contribution toward the Medical Benefit premium due to a change in the premium cost during that 12 month coverage year period will be reflected equally in each payroll deduction for the payrolls remaining in the contract year for each employee. The employee's share of the monthly premium due for the Non-Medical Benefit Plan will be based on premiums due from September 1 through August 31.The increase or decrease in the dollar amount of the employee's contribution toward the Non-Medical Benefit Plan premium due to a change in the premium cost during that 12 month year period will be reflected equally in each payroll deduction for the payrolls remaining in the contract year for each employee.

B. Changes in family status shall be reported by the employee within thirty (30) days of such a change. The employee shall be responsible for any over payment of premiums made by the Board in his/her behalf for failure to comply with this procedure.

C. In lieu of the "Medical Benefit Plan", (PAK-A, Part-1) or (PAK-C, Part-1) a Teacher may opt for a cash payment $4000 in the 2023-24 school year, payable over the school year pursuant to regulations established in the District's Section 125 plan, if the Teacher first presents evidence that they otherwise have insurance meeting the affordability and coverage requirements of the Affordable Care Act.

D. The Board and the Association agree to continue to meet on a regular basis as an Insurance Committee to explore insurance options that are in the best interest of the students, Association and Board.

E. Each teacher may voluntarily participate in a Flexible Spending Account (FSA) at the teacher's own cost to a maximum of $2,750 through payroll deduction. This will be increased to meet the cost maximum each year.

Article XXIII - Grievance Procedure

A. Any claim by the Association, Teacher, or the Board that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be defined as a grievance and shall be resolved through the procedures set forth herein.

B. All time limits herein shall consist of school days. Time limits may be extended upon good cause shown or upon mutual consent of the parties. Whenever a timeline falls within the summer break period the time limits shall consist of business days and the timelines presented herein shall be tripled with the exception of timelines in Step 3. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform. If the Board or its representative fails to meet a timeline, the grievance procedure shall proceed to the next step.

C. The Board agrees that the Association may designate a building representative and an alternate building representative whom shall be Teachers with tenure status with the Board. In addition, such Teachers with tenure status must have been employed in the building for at least one year. It is understood that the alternate building representative shall act only in the absence of the regular building representative.

The Association will furnish the Board with the names of its building representatives and alternates and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such Teachers purporting to be representatives.

It is understood that grievance problems will be handled at times other than when the Teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the building representative to leave his/her work, he/she shall first obtain permission from his/her supervisor or Principal. The privileges of the building representatives leaving their work during working hours without loss of time dor pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; will be done as expeditiously, and with as little interruption of work as possible, must not leave any students unattended, and that this privilege will not be abused. Any alleged abuse will be grounds for a grievance and/or the discontinuation of such privilege.

If the building representative is required to go into another building other than his/her own in the handling of a grievance, the Principals at both buildings (or all buildings involved) must be notified and permission received. The building representative shall return to his/ her work as promptly as possible and upon returning shall at once report to his/her Principal.

Except as set forth above, no building representative or any other employee shall be granted time off for the purpose of handling Association matters, affairs, or grievances unless specific permission, in writing, has been granted by the supervisor or Principal. Violation of this provision may require the termination of the recognition of such representatives.

D. In the handling and processing of a grievance, the following procedure shall apply:

Step 1 Any Teacher who believes he/she has a grievance shall present such grievance, on an informal basis, with his/her immediate supervisor (Principal). The building representative may be present at this informal conference if requested. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and /or Association and submitted to his/her supervisor. The grievance must be reduced to writing five (5) days from the time of the discussion between the grievant and his/her

supervisor. In the event the grievance involves more than one grievant or is filed by the Association, it must be filed with the appropriate supervisor who could remedy the alleged grievance.

No grievance shall be processed unless it is presented at Step One within five (5) days of its occurrence or knowledge of its occurrence. The same time restriction applies to a grievance filed by the Association or the Employer.

Within two (2) days after the presentation of the written grievance, the supervisor shall give his/her answer in writing to the Association President and NDEA Grievance Chair.

Step 2 In the event the grievance is not settled at Step One, it may be referred in writing to the Superintendent within five (5) days after the date of the answer by the Principal. At this point, the Superintendent may:

(a) Attempt to resolve the grievance by holding a meeting with the necessary persons, Association President, NDEA Grievance Chair and/or Teachers to the grievance. Such meeting shall be scheduled within five (5) days from the date of receipt of the appeal; or

(b) Refer the grievance to Step 3 within five (5) days from the date of the receipt of the appeal. Written notice of such referral shall be given to the Association President and NDEA Grievance Chair.

If the Superintendent holds a meeting, he/she shall present the Association President and NDEA Grievance Chair, within three (3) days after conclusion of such meeting, with a written answer to the grievance.

Step 3 If the alleged grievance is not settled at Step Two, it may be referred in writing to MERC for non-binding mediation within five (5) days after the date of the answer by the Superintendent in Step Two, or upon referral by the Superintendent. Any resolution at mediation must be reduced to writing.

Step 4 If the alleged grievance is not settled at Step Three, the matter may be referred to arbitration. Either party may refer the matter to arbitration provided that notice to refer the matter is given to the other party within ten (10) days from the date of the mediation meeting at Step Three. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative shall agree upon an arbitrator. The arbitrator shall be selected as follows:

(a) If an arbitrator is needed, both parties will present a list of 5 bona-fide labor arbitrators from the State of Michigan. Each side will peremptorily strike 4 names, and they will be permanently deleted.

(b) Of the remaining 2 names, a selection must be made. If no agreement can be reached on the selection of an arbitrator, the matter of selection shall be referred to the American Arbitration Association who will then appoint an arbitrator. Such arbitrators shall come from the State of Michigan.

(c) The party seeking arbitration shall be responsible for notifying the arbitrator and making the physical arrangements for the arbitration hearing.

The Arbitrator shall hear the grievance in dispute and shall render his/her decision in writing thirty (30) days from the close of the hearing. The Arbitrator's decision shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Board, the Association, and the employee or employees involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed

provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement or by the nature of the area in which the Board was acting. The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

The Arbitrator's fees and expenses shall be shared by the Board and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

A complaint or dispute involving the discharge or demotion of a Teacher on continuing tenure shall not be subject to the grievance and arbitration provisions but shall be heard pursuant to the Michigan Tenure of Teachers Act. In addition, the termination of a probationary or non-tenure Teacher, or extension of the probationary period for a Teacher, shall not be subject to the arbitration provision.

E. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

F. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

G. Nothing contained herein shall be construed as limiting the right of any Teacher having a grievance to discussing and having it resolved informally with the Board; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

I. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Board.

J. Any grievance filed by the Board shall be initiated at the Step Two level by serving a written copy thereof upon the Association President. The procedure thereafter, as outlined above, shall be from the Board in the reverse order applicable to the Association, except that the Superintendent shall hold the Step Two meeting. At Step Three, the Board or committee thereof will meet with the Association in an attempt to resolve the grievance.

Article XXIV- Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be

provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. By May 31, prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the succeeding school year periods.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

Article XXIII- Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement or to comply to specific necessary compliance modifications mandated by State or Federal Laws.

B. Any individual contract between the Board and an individual Teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

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

E. All Teacher contracts will be issued and returned via the Association President.

F. A committee will be established to work out the school calendar for the school year and said calendar shall be a part of this Master Agreement.

G. School Improvement Plan - In the event that any provision of the District's School Improvement Plan or application thereof (excluding the composition of school improvement committees established under section 1277 of the Revised School Code, 1976 PA 451, MCL 380.1277), violates, contradicts, or is inconsistent with the Master Agreement, the Agreement shall prevail.

The following conditions shall govern employee participation:

1. Participation by the employee is encouraged, but not mandatory outside regular working hours.

H. All Association members will use direct deposit for payroll payment.

I. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act."

Article XXVI- Maintenance of Standards

All conditions of employment, including teaching hours, for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at no less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of Teachers as required by the express provisions of this agreement. This Agreement shall not be interpreted or applied to deprive Teachers of professional advantages unless expressly stated herein. Past practices shall not include such things as coming to work late, leaving early, going for haircuts or similar acts.

The duties of any Teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

This Article will not prohibit the Board from exercising their responsibilities, powers, and duties, as determined by this Master Agreement, the Michigan School laws and the policies of the Board of Education.

Article XXVII- Duration of Agreement

This Agreement shall be effective as of August 1st 2025, and shall continue in effect until the 31st day of July, 2026. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EXECUTION OF INSTRUMENT

The terms of this collective bargaining agreement between the parties are incorporated herein and by accepting and signing this "Master Agreement-"Execution of Instrument"-Signature Enactment Clause" in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

This Agreement will become enacted and implemented in full effect on the first date after the expiration date of the former Agreement by the last signature as dated, of either of the parties officials listed below, who are empowered to enter into this contract, is entered on the "Master Agreement-Execution of Instrument- Signature Enactment Clause" below.

The dated signature below that complies with P.E.R.A. Section 15(b) will be the date entered above in the "This Agreement shall be effective as of", date in this "Duration of Agreement" Article and also entered in the "Agreement" provision of the Agreement.

EDUCATION ASSOCIATION	BOARD OF EDUCATION
By_____ NDEA President	By_____ Its President
By _____ NDEA President	By_____ Its Secretary

Dated this 8th day

of July, 2026.

North Dickinson County School
Salary Schedule 2026-2027
This salary schedule reflects a 2% increase on each step
from years 0-11 and a 3% increase on each step from years 15-30

STEP	BA	BA +15	BA+24*	MA	MA +15
0	40994	41246	42239	43229	43605
1	41547	41813	42890	43962	44338
2	42101	42381	43330	44696	45072
3	43256	43552	44890	46229	46603
4	44448	44774	46303	47831	48203
5	45684	46034	47767	49500	49876
6	46625	47343	49392	51438	51816
7	47957	48700	51091	53482	53860
8	49334	50108	52865	55625	55999
9	50765	51567	54718	57869	58246
10	52252	53082	56658	60137	60608
11	53789	55512	59617	63722	64115
15	55930	57735	62378	67025	67402
20	57599	59472	64918	70364	70745
21	57820	59693	65138	70585	70966
22	58041	59913	65359	70805	71186
23	58261	60133	65579	71026	71407
24	58481	60355	65802	71247	71628
25	58703	60575	66022	71468	71849
26	58923	60796	66242	71688	72069
27	59156	61017	66464	71921	72290
28	59366	61238	66684	72131	72512
29	59587	61458	66900	72351	72732
30	59807	61678	67125	72572	72953

Schedule B - Auxiliary Schedule
2026-2027

Part I	% of BA Base Salary
Basketball - Varsity	14% plus 1% on Schedule
Basketball - Junior Varsity	9% plus 1% on Schedule
Basketball - 9th Grade	6% plus 1% on Schedule
Basketball - 8th Grade	6% plus 1% on Schedule
Basketball - 7th Grade	6% plus 1% on Schedule
Football - Varsity	14% plus 1% on Schedule
Football - Assistant Varsity	9% plus 1% on Schedule
Football - Junior Varsity	9% plus 1% on Schedule
Football - Assistant Junior Varsity	6% plus 1% on Schedule
Track - Girls	8% plus 1% on Schedule
Track - Boys	8% plus 1% on Schedule
Baseball	8% plus 1% on Schedule
Softball	8% plus 1% on Schedule
Golf	8% plus 1% on Schedule
Volleyball - Varsity Coach	14% plus 1% on Schedule
Volleyball - Assistant Coach	9% plus 1% on Schedule
Band Director (concerts, festivals, parades)	2.5% plus 1% on Schedule
Cheerleader Coach	7% plus 1% on schedule per season
Assistant Cheerleading Coach	3% plus 1% on schedule per season

Part II	Amount in Dollars or % of BA Base
Senior Class Advisor	1.5% of base
Junior Class Advisor	1.5% of base
Sophomore Class Advisor	1.2% of base
Freshmen Class Advisor	1.2% of base
Middle School Class Advisor	1.5% of base
Driver Education	$ 25 per hour
Summer School	$ 30 per hour
Overnight Summer School Trips	$ 45 per day
Cheerleader Advisor	3% of base (both seasons)
National Honor Society Advisor	1.5% of base
Student Council Advisor	1.5% of base
Student Bowl Advisor - Senior High	6% of base
Student Bowl Advisor - Junior High	3% of base
Debate	6% of base
Forensics	8% of base
Technology Coordinator	10% of base
Yearbook Advisor	6% of base

This page is intentionally blank.