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AGREEMENT

between the

ST. IGNACE AREA SCHOOLS BOARD OF EDUCATION

and the

ST. IGNACE EDUCATION ASSOCIATION

July 1, 2024 – June 30, 2027

ST. IGNACE AREA PUBLIC SCHOOLS

St. Ignace, Michigan

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This Agreement entered into the 1st day of July, 2024, by and between the Board of Education of the St. Ignace Area Schools, hereinafter called the "Board" and the St. Ignace Chapter of the Northern Michigan Education Association, hereinafter called the "Association."

A. The Representative Unit is all certified personnel of the St. Ignace Area Public School except those excluded by the Statute of the Public Acts 379 of Michigan Public Acts of 1965.

B. The Bargaining Unit is all certified personnel of the St. Ignace Area Public Schools and are members of the St. Ignace Education Association and affiliates of the MEA except those excluded by aforesaid act.

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of St. Ignace is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teacher service,

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards,

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its certified personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties following extended and deliberate professional negotiations have reached certain understanding which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – RECOGNITION

A. The Board hereby recognizes the Northern Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, but excluding supervisory and executive personnel.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General Schools Law or applicable civil service law and regulations.

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ARTICLE 2 - TEACHERS RIGHTS

A. Pursuant to Act 379 of the Public Act of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover 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 Act 379 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 or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a moderator from such public agency or an arbitrator appointed pursuant to the provisions of this agreement.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from bearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the teachers lounge, use of telephone for local calls, and other established media of communication shall be made available to the Association and its members.

The District agrees not to schedule meetings that conflict with the Association's monthly EA meeting, provided the Association President presents to the Superintendent, the dates of the regular monthly meetings by September 15.

D. The Board agrees to furnish to the Association all available information concerning the financial resources of the district, tentative budgetary requirements and locations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with the information which may be necessary for the Association to process any grievance or complaint.

E. Union Membership:

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Association may voluntarily continue membership in the Association.

2. Employees covered by this Agreement who are not members of the Association at the time it becomes effective may voluntarily become members of the Association.

3. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may voluntarily become members of the Association.

4. The Association agrees to hold the employer harmless in the event of suit, claim, liability or damage for any proper executive of this Article or section.

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5. Save Harmless Clause: In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

   A. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

   B. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

   The Association agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Commission.

F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance of annuities, credit union, bank or any other plans or programs jointly provided by the Association and the Board, providing they are a single carrier and submitted to payroll office by the fourth Friday of September of each year.

Changes made in the aforementioned deductions are limited to once each year. All payroll deductions made shall be deposited within 30 days of the deduction.

G. The Board agrees to make available copies of all individual salary and service agreements of tenure teachers and contracts of non-tenure teachers for validation by members designated by the Association in terms of this contract. A copy of each agreement shall be given to the Association within 30 days of ratification by Board and Association.

H. The Board will consult with the Association on 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.

I. Any teacher may sign and deliver to the Board an authorization permitting payroll deductions in accordance with Board Policy.

ARTICLE 3 - RIGHTS OF THE BOARD

This reserves exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of Michigan and the United States or which have been heretofore properly exercised by it, which rights shall include, by the way of illustration and without limiting the generality of the foregoing, the following:

A. To manage and administer the school system, its properties and facilities, and to direct its administrators, teachers, and other employees in the course of their duties.

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B. To hire all teachers subject to the provisions of law, to determine the qualifications for hiring new teachers and the conditions for their continued employment or their dismissal or demotion, to assign duties, responsibilities and the place of work for teachers, and to promote any such teachers.

C. To meet state requirements for employability, to accommodate criminal background checks for current employees, the board shall pay the cost of fingerprinting (or reimburse members) for all members required to provide them.

Employees on layoff who are recalled for employment shall be considered current employees under this Article.

D. To establish levels and courses of instruction (including special programs) and other athletic, recreational and social events for students and to adopt textbooks and other teacher materials and aids.

E. To establish rules for the maintenance of discipline and order of students in the schools and procedures for enforcement of such rules. The Board agrees to involve teachers in the development of such rules. The Association shall have the opportunity to nominate five (5) teachers, one of whom the Board shall appoint as the Association's representative for such occasions. In the event of an emergency situation when such rules are developed with the direct participation of some member of the teaching staff, the Board agrees that ten (10) working days prior to the adoption date of any such rules, it shall give the Association notice of any such proposed rules. The Association shall submit to the Board whatever written recommendations it may have within five (5) working days prior to the adoption date of such rules.

When the Association has not been involved in the development of such rules and advance notice was not possible because of the urgency of time, the Board agrees that a review of such action will be scheduled at the request of the Association to consider recommendations after the Board's adoption of said rules.

F. To adopt the annual budget for the School District, to submit to its electorate such propositions for authority to borrow monies or increase the constitutional tax rate limitation, to levy such taxes as it may deem necessary, and generally to exercise full control over the financial affairs of the School District.

G. The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet periodically (when deemed necessary by either party) to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement. Whenever possible, meetings shall be scheduled in such a manner as to accommodate the discussion of proposed rules or policy changes.

These meetings normally shall be held after school hours. The Board and the Association shall promptly establish rules of procedures for these meetings aimed at making them an efficient means of communication between the parties on such matters. A mutually prepared agenda shall be provided to all contract review members three duty days prior to the date of the meeting.

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ARTICLE 4 – TERMINATION OF EMPLOYMENT

Upon termination of employment after five (5) or more years, accumulated sick leave, up to a maximum of 90 days, computed at the individual's step on the salary schedule will be paid at the rate of 72.22222222% per day by deposit as a "non-elective" employer contribution under section 403(b)(3) of the Internal Revenue Code to a tax deferred plan of the employee as established by the employee. Such contribution shall be made within 60 days of the termination date from the district. Eligible participants shall not have the option of taking cash payment. Remaining sick days up to a maximum of 20 days per retiring member shall be donated to the sick bank and will be utilized as defined by the "Sick Bank" provision.

ARTICLE 5 – TEACHING HOURS

A. The Board recognizes the principle of a standard workweek and will, so far as possible, set work schedules which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building. The teacher's teaching schedule will be available at least two weeks prior to the beginning of school.

B. All K-8 teachers shall be entitled to a 30 minute duty-free, uninterrupted lunch period. All high school teachers shall be entitled to a 30 minute duty-free uninterrupted lunch period.

C. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

D. Teachers may use for preparation all times during which their classes are receiving instruction from various certified teaching specialists.

E. Teaching hours and student contact hours will be sufficient to meet the State of Michigan "days and hours of instruction."

F. The following building schedule(s) are in effect for the duration of this contract:

Elem/Middle (Grades K-8)		High School (Grades 9-12)	
Duty Station	7:55 a.m. – 8:00 a.m.	Duty Station	7:55 a.m. – 8:00 a.m.
Students	8:00 a.m. - 2:45 p.m.	Students	8:00 a.m. – 2:55 p.m.
Allowed to leave	3:05 p.m.	Allowed to leave	3:05 p.m.
(conference 35 minutes/day)		(conference 1 class period per day)	

If the teaching day needs to be extended or reduced the Association and the Board shall form a study committee to monitor and make recommendations to the respective bargaining teams regarding days and hours as mandated by the State of Michigan.

The committee shall consist of six (6) people, three (3) appointed by the SEA President and three (3) appointed by the Superintendent.

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The committee shall make days and hours recommendations by March 1 for the following school year or as soon as possible following action by the State of Michigan which modifies, repeals or alters the requirements.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

A. The Board shall provide electronic access to its policy and district guidelines, and shall provide the Association President with notification of all updates to these documents within fifteen (15) work days of the formal adoption of any change by the Board.

B. The Board agrees at all times to maintain an adequate list of substitute teachers and aides. Teachers and aides shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher or aide has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher or aide.

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

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated and be considered part of the established policies of the Board.

E. Copies of this Agreement shall be printed at the expense of the Board and the Association and presented to all teachers now employed or hereinafter employed by the Board. Such copies shall be distributed within 30 calendar days of ratification by both parties.

F. 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 enforceable except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. Minutes, information of all Board meetings, and all other information presented and available to the Board shall be sent to the President of the Association at the same time the Board members receive copies. This shall include notification of annual School Safety Planning Committee meeting.

H. Payroll will be directly deposited into individual member's accounts by Friday morning of each pay period. Direct deposit vouchers for each individual will be made available via email at the same time.

I. Mail shall be delivered to the respective schools without unreasonable delay.

J. The Board of Education may, at its expense, require proof of adequate mental and/or physical health for any teacher to continue teaching.

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K. Nothing in this Agreement shall require the Board to keep schools open in the event of inclement weather, technical failures or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. Teachers who have scheduled personal business days or sick days shall not be charged for them provided school was closed for that entire day. If any of the above conditions occur after the beginning of the school day, teachers may leave as soon as the students in their charge have left the school grounds or if an administrator releases the teachers from that responsibility. The Board shall consult with the Association to schedule days which are called off and must be made up as required by State law. It is further understood by both parties that the district will not pay any additional salary and benefits for days which are not counted as State Aid days.

L. No later than November 30 of any school year, the Board and the Association shall develop an accurate seniority list based on the district's employee records. The said seniority list shall rank all employees, including both active employees and employees on full or partial layoff, according to their length of service in the district. Such list shall also state the teaching assignments, if any, presently held by such employees and the areas in which the employee is certified or licensed.

A seniority list shall be posted on the designated bulletin boards in the respective buildings. A copy of such lists shall be provided to the Association. Within 10 working days of such posting, any employee disputing the accuracy of the list shall notify the superintendent's office and the SEA in writing.

If no written notice is given, the accuracy of the seniority list shall be deemed correct.

M. In the circumstance of more than one individual being equal in qualifications and seniority, all individuals so affected will participate in a drawing to determine his/her position. The Association and teacher(s) involved will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which shall reasonably allow affected teachers and Association representatives to be in attendance.

N. In the event of annexation, the Board of Education agrees to continue the tenure status of teachers currently employed by the District.

O. In the event the District shall be consolidated or otherwise reorganized, the Board shall use every effort to continue employment of tenured teachers in this District.

P. School wide professional development days are planned with input from the school improvement committee and are related toward making improvements on a school wide basis that will assist the school in meeting its annual school improvement goals. In order to make school wide progress it is important that all staff be involved in those professional development activities identified by the school improvement team as important. The administration will attempt to schedule professional development days when they are the least disruptive to the school learning atmosphere.

Q. PROFESSIONAL DEVELOPMENT - National Board Certification

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National Board Certification (NBC) is a national voluntary system established by the National Board for Professional Teaching Standards designed to recognize teachers who meet the high and rigorous standards for what accomplished teachers should know and be able to do.

All members holding a baccalaureate degree from an accredited institution, having three years teaching experience, and holding a Michigan teaching license are eligible to earn NBC. All eligible members shall have an equal opportunity to earn NBC.

Any activity of a teacher related to NBC shall be voluntary. Members pursuing NBC may choose to terminate their involvement at any time without penalty or fear of retribution.

It is the responsibility of the member to notify and receive concurrence from the Superintendent of their intent to apply for NBC by October 1 of each school year.

Up to three (3) days paid leave (in addition to other leave granted in this document) will be provided to prepare for and complete NBC activities. These days must be approved a minimum of three (3) days in advance by the building principal.

The district shall recognize the accomplishment of each member receiving NBC by paying an additional $1,000 stipend in annual compensation for each year the certificate is valid.
All materials prepared for the NBC assessment, including videotapes, audiotapes, portfolios, documents, computer media, etc. shall be provided by the members, and remain the sole property of the member.

R. St. Ignace Area Schools will provide professional development opportunities to meet the state requirements. Professional development shall be planned in cooperation with the school improvement team. All staff is expected to attend scheduled in service programs unless excused due to illness or other unavoidable cause. A staff member excused from professional development shall be given an opportunity to make up the missed day by participating in another professional development program mutually agreeable to the staff member and the principal.

S. INDIVIDUAL CONTRACT. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article, if the individual position is eliminated.

T. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

ARTICLE 7 - MENTOR TEACHER

A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.

B. Each bargaining unit member in his/her first three (3) years of employment in classroom teaching shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

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C. An orientation jointly sponsored by the Administration and the Association shall be held for all Mentors and Mentees prior to the end of September each year.

D. Mentor Teachers shall be assigned in accordance with the following:

1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.

2. Participation as a Mentor Teacher shall be voluntary.

3. The District shall notify the Association of those members requiring a mentor assignment.

4. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).

5. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.

6. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee at any time upon request. The appointment may be renewed in succeeding years.

7. Mentor Teachers may have up to two (2) Mentees if so desired.

8. Mentor Teachers shall be tenured bargaining unit members whenever possible.

E. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member into the teaching profession and to provide necessary assistance toward the end result of quality instruction, the Board and the Association agree the relationship shall be confidential. The Mentor Teacher may participate in the post-observation conference with the beginning teacher and the principal if requested by the beginning teacher.

F. Upon request, the administration may make available reasonable amounts of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.

G. Mentees shall be provided with a minimum of fifteen (15) days of professional development activities during their first three (3) years of classroom teaching. Such professional development activities will be chosen with concurrence of the Mentor Teacher, Mentee and Administration and be in addition to regularly scheduled District-wide professional development. The Mentor and Mentee will be jointly responsible for recording these professional development days and submitting this recording in compliance with school practice and relevant school law.

H. Compensation for Mentor Teachers shall be addressed in Article 22. In order to receive compensation as a Mentor Teacher under this section, the Mentor Teacher will be expected to spend a minimum of 1 hour per week (average) consulting the assigned Mentee Teacher. A record of all meetings/consultations shall be forwarded to the building administrator by June 1 of

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each year. This record shall be submitted along with the Professional Development Record referenced in G.

I. The Board and Association will both encourage single Mentor-Mentee assignments, and if new multiple mentorship assignments are approved, then compensation will be one-half (1/2) of the rate for the second or subsequent assignment.

ARTICLE 8– TEACHING LOADS AND ASSIGNMENTS

A. The normal classroom teaching load in the senior high school (grades 9-12) will be six (6) teaching periods and one unassigned preparation period per day.

The normal weekly teaching load in the elementary/middle schools (grades K-8) will be a regulation school week, with a minimum of five (5) unassigned preparation periods or their equivalent per week.

When possible, IEP/child study will be scheduled during the teacher's regular work day. IEP/child study lasting after 3:20 p.m. shall be compensated at the rate of $40.00 per hour.

General education teachers are required to attend IEP/SAT/ESAT meetings as scheduled. When a teacher is required to attend more than two (2) such meetings in any calendar month, they shall be compensated at a rate of $40 per meeting occurrence for meetings number 3, 4, 5, etc. A prep time meeting submission form must be submitted to the building principal for verification and payment request at the conclusion of the month. The district will support the special education teacher in making a good faith effort to notify teachers at least seventy-two (72) hours in advance of meeting whenever possible.

B. At least one certified teacher shall be out on the playground with the students during all recess activity.

C. Class adviserships shall not be assigned to a teacher new to this system unless that teacher is assisted by a tenured teacher.

D. Five (5) representatives of the Board and five (5) representatives of the St. Ignace Education Association will meet at least once annually to recommend the teaching hours of the different subject areas in the secondary schools. This committee will make its determination by June 1 of the preceding year.

E. The Board agrees that use of supervisors or non-unit personnel will not cause a reduction in assignment of present bargaining unit members from the Schedule A positions.

F. Any paid (either monetary or comp time earned) extra duty assignments (not covered under Schedule B) will be offered to bargaining unit members first on a rotating basis according to seniority, and must be pre-approved by an administrator.

1. Members who wish to work extra duty assignments will submit their names to the SEA President or his/her designees by 4:00 p.m. on the first report to work day of the first semester and the last report to work day of the first semester.

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2. Members who sign up for extra duty assignments will be numbered according to seniority by the Association President.

3. Participation in any said (either monetary or comp time earned) extra duty assignments will be voluntary and on a semester basis.

4. Extra duty assignments will be offered by the Administration to those members who signed up for extra duty assignments on a seniority rotational basis beginning with the member with the most seniority.

   Failure to accept an assignment on rotation will count as the same as accepting the assignment and will then allow the next senior person to accept the assignment for the semester.

ARTICLE 9 - TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall, whenever practicable, be within the following recommendations:

Kindergarten.....	20 pupils
Elementary School Grade.....	25 pupils
Special Education Classes.....	as deemed by state guidelines

The recommended class size per teacher in the secondary schools shall be as follows:

Speech.....	20 pupils
English.....	25 pupils
General Education.....	25 pupils
Social Studies.....	25 pupils
Mathematics.....	25 pupils
Science.....	25 pupils
Language.....	25 pupils
Business.....	25 pupils
*Computer Lab/Typing.....	25 pupils
Chemistry	24 pupils
Industrial Arts.....	16 pupils
Drafting.....	20 pupils
Vocational Shops.....	16 pupils
Homemaking Labs.....	25 pupils
**Music (except for full band functions)...	25 pupils
Art.....	25 pupils
*** Physical Education.....	35 students
Writing Classes.....	18 pupils

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* Subject to number of stations
**Upon reaching 40 students, an aide shall be provided for that hour.
*** Upon reaching 35 students an aide shall be provided for that hour if requested by the teacher.

***For the purpose of class size, special education students shall be counted as two, and if the actual number exceeds four special education students in any one class, an aide shall be assigned for the time periods when those five or more students are present. This section pertains to general education classrooms only and only if a special education teacher is not present. Students with only a speech/language IEP and students with an individualized aide are excluded from the calculation in the above language. Multi-age classrooms shall be counted as two separate classes for this calculation.

Upon exceeding the base-line recommended numbers, the class size committee shall explore options to address the problem and make recommendations to the Board.

The first administrative review of class size base-line numbers shall occur by July 15 of each year. A second review of class size base-line numbers shall occur after the first full week of instruction. Such numbers will be sent to the Association President after each review date. Following the second review, if base-line recommended numbers have been exceeded, the class size committee shall be convened within five (5) days (one school work week). The committee shall then have two (2) weeks (10 work days) to make recommendations to be implemented as a relief for the classroom or grade level overloads. Copies of the class size committee's recommendation shall be given to the Superintendent, Board President, Association President and the classroom teacher(s) involved, prior to submission to the Board for final approval.

Class size committee structure will consist of an administrator, Association Representative designee, all teachers involved, and parents selected by mutual agreement.

B. (1). The Board recognizes that appropriate texts, library reference facilities; maps and globes; laboratory, shop, audio-visual, athletic, art supplies, band equipment; current periodicals; standard tests and questionnaires; and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonable and properly equipped and maintained.

(2). The Board recognizes that certain classes need adequate funds for consumable materials and to acquire and maintain durable goods and equipment. Therefore, the Board will provide adequate monies for these classes to be spent as the teacher or the department head deems necessary.

(3). As a reasonable goal, the district's school rooms will be ready for teachers two (2) weeks before school begins; i.e. all painting, waxing and basic cleaning shall be completed.

C. The Board of Education agrees to utilize any federal, state, and any other funds available to them and to use the professional advice from the intermediate district consulting services when practicable.

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D. Under no conditions shall a teacher under Schedule A be required to drive a school bus as part of his/her regular assignment.

E. Tobacco use is banned from all public school buildings at all times.

F. Telephone facilities shall be made available to teachers for their reasonable use.

G. Work and study space will be available to teachers where no smoking is allowed.

H. Adequate designated parking facilities shall be available at each building for bargaining unit members.

I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status, or membership or an association with activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, age, sex, color or national origin and to seek to achieve full equality of educational opportunity for all pupils.

K. Aides will not be assigned to teachers without a consultation between the teacher and the principal.

L. Compensation for summer school programs shall be part of Schedule B if the program is not an extension of the regular school year program. Teachers with summer school experience in St. Ignace Area Schools during the preceding school year shall be given primary consideration for the succeeding year from summer school employment.

M. If a teacher is asked to substitute for another teacher during his preparation time, he shall receive period credit for said substitution. This time may be used at the discretion of the teacher subject to administrative approval.

ARTICLE 10 - VACANCIES, PLACEMENT, LAYOFF, AND RECALL

The parties agree that the procedures established in this Article constitute clear and transparent procedures as required under Revised School Code Section 1248.

A. When a vacancy occurs for a bargaining unit position, the Superintendent or designee shall email written notice of the vacancy to bargaining unit employees, including any teacher on layoff who has provided the District with an email address. The vacancy shall remain open for a minimum of ten (10) business days from the email date.

B. An appropriately credentialed teacher who applies through the District's application process will be interviewed and considered for the vacancy. The Superintendent determines who will fill the vacant position.

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C. Consistent with Revised School Code Section 1248, teacher placement, transfer, layoff and/or recall decisions will be made for a reason that is not arbitrary and capricious by the Superintendent or designee in their discretion based on the following factors:

1. Staffing the curriculum with the most effective and qualified teachers to instruct the applicable courses and grade levels.

2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization is determined by the Revised School Code, the MDE Teacher Certification Code, the MDE Rules for Special Education Programs and Services, and other applicable statutes and regulations.

3. Teacher placement decisions must be made based on effectiveness criteria established by Revised School Code Section 1249.

4. Teachers must meet all Board-determined qualifications for all aspects of their assignments, based on documents on file with the Superintendent's office, including:

   a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
   b. Credentials needed for District, school, or program accreditation;
   c. 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;
   d. 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;
   e. Disciplinary record, if any;
   f. Length of service in grade level(s) or subject area(s);
   g. Recency of relevant and comparable teaching assignments;
   h. Previous effectiveness ratings;
   i. Attendance and punctuality; or
   j. Any other reason that is not arbitrary or capricious.

5. Length of service in the District may be considered as a tiebreaker if a teacher placement decision involves two (2) or more teachers and all other distinguishing factors are equal.

6. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that position to the Superintendent's office.

7. Teacher reduction and recall decisions are made by Board action.

8. The Superintendent or designee will provide written notice to each affected teacher and the Association of all teacher reduction or recall decisions made by the Board.

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ARTICLE 11 - PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. 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 that pupil and initiate appropriate referrals.

B. Any case of assault by a student upon a teacher on duty shall be promptly reported to the Board or its designated representative. The Board will provide counsel to advise the teacher of their rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities.

C. Time lost by a teacher in connection with any complaint within the terms of this agreement and/or school policy shall not be charged against the teacher.

D. Any complaints directed toward a teacher shall be promptly called to the teacher's attention within the limits of the law. Any serious complaint will be submitted to the teacher in writing prior to a conference with parent, teacher, Association representative, and the Administration.

ARTICLE 12 - DISCIPLINE

A. Consistent with the Michigan Teachers' Tenure Act, discipline may be only issued for reasons that are not arbitrary and capricious and the parties agree to the concept of progressive discipline. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction.

B. The employee may request representation at a meeting at which discipline may be issued. Employees are entitled to their Weingarten rights.

C. A bargaining unit employee will have the right to review their personnel file consistent with existing law. A teacher may attach a rebuttal in writing in a personnel file up to five (5) pages in length. Non disciplinary directives will not be placed in the employee's personnel file.

D. Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer shall reimburse any bargaining unit employee up to $1000 during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity while on duty and was not occasioned by the negligence of the bargaining unit employee.

ARTICLE 13 – TEACHER EVALUATION

A. This Article applies only to a "teacher" as defined in Section 1249 of the Revised School Code.

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B. A teacher will be evaluated pursuant to the Thoughtful Classroom performance evaluation system consistent with Section 1249 and the Teachers' Tenure Act.

C. A formal classroom observation shall comply with Revised School Code Section 1249.

1. Classroom observations of at least fifteen (15) minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items. A formal classroom observation will not occur in the first ten (10) school days of the new school year.

D. The District will measure student growth as 20% of the evaluation in a manner determined in consultation between administration and each individual teacher.

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

1. The year-end evaluation determination shall be delivered in writing to the teacher no later than the last day of school.

F. An alleged violation of this Article is not subject to arbitration in the grievance process. An arbitrator, however, has jurisdiction to consider a grievance brought by a tenured teacher who receives two (2) consecutive ratings of "needing support" pursuant to the conditions in Revised School Code Section 1249.

G. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used. This includes teachers who work less than sixty (60) days in any school year or those who are otherwise not evaluated due to extenuating circumstances the district deems applicable and the association agrees upon in advance.

ARTICLE 14 - COMPENSATION

A. Negotiations shall commence on March 1 of the year in which the contract expires.

B. The Schedule A is based upon a normal weekly teaching load. For extra duty the teacher shall be entitled to appropriate additional professional compensation.

C. Teachers will report to work in accordance with the schedule and calendar as agreed upon between the Association and the Board. The Association and the Board shall consult with each other concerning professional development days in order to provide needed and productive in-service training.

D. The following are legal holidays which shall be observed and for which schools shall be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas.

E. The Board agrees to make available a bank of at least $4,000 per year ($3,000 academics and $1,000 extra-curricular) to be used by teachers who desire to attend professional conferences.

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F. At the beginning of each school year, the Association shall be credited with sixteen (16) days to permit its officers or members to attend official meetings relating to Association business. If unused, the days do not carry over from one year to the next. Only with the approval of the District shall the number of absences total more than ten (10) days for any member. The Association agrees to notify the Board no less than two (2) working days in advance of taking such leave.

ARTICLE 15 – SICK LEAVE

A. Each teacher shall be allowed full pay for a total of eleven (11) days per year, with unlimited accumulation.

These days shall be used for:

- personal illness
- personal doctor appointments
- illness in the immediate family
- attendance at funerals
- disability

Attendance at funerals outside the immediate family shall be charged to personal leave.

Unused personal leave days may also be accumulated as unused sick days.

Should the member deplete their sick leave and/or personal leave, the member shall apply for leave without pay.

B. The term immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law and mother-in-law, aunt and uncle of member, brother-in-law and sister-in-law, daughter-in-law and son-in-law, and grandparents of member or spouse. This also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or a domestic establishment.

C. If a teacher has used 15 sick leave days over the course of a school year, the Superintendent may, at that time, request medical proof of illness for any subsequent sick leave time requested.

D. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, may elect to receive, at the teacher's option, the difference between the allowance under the Worker's Compensation Act and his/her regular salary by using accumulated sick leave. Fringe benefits shall continue while employee is covered under Worker's Compensation for six (6) months or to the end of the contract year, whichever is greater. The employee will then have the option to continue to pay the group rate premium for as long as the insurance company allows.

E. Every teacher is eligible to borrow from the sick bank when all of his/her paid leave days (sick and personal) are depleted to 3 or less days. Reasons for use of the sick bank are limited to his/her own personal illness or disability, or that of his/her spouse or child. Use of sick bank

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shall require a minimum of 3 consecutive or reoccurring illness days of absence before the sick bank leave can be requested.

1. No additional days will be added to the sick bank if, by June 30 of any one year, the bank contains eighty (80) or more days.
2. Every teacher is eligible to borrow from the sick bank when all of his/her paid leave days (sick and personal) are depleted to 3 or less days. Reasons for use of the sick bank are limited to his/her own personal illness or disability, or that of his/her spouse or child.
3. This sick leave bank can only be utilized to qualify the teacher for STD, LTD, Worker's Compensation, or to recover from a personal illness.
4. Teachers who use this sick bank are limited to a maximum of 90 work days within any consecutive 10 year period.
5. Funeral leave shall not be drawn from the sick bank.
6. Upon borrowing days from the sick bank, the teacher is obligated to pay these sick days back to the bank at a rate of three (3) days per year above the day each member pays each year.
7. All sick days borrowed from the sick bank over and above ten (10) days shall require a statement from a physician or psychiatrist who is mutually acceptable to the Board and the Association.
8. In emergency cases where the sick bank is depleted during the school year, the Association shall have the authority to assess the teachers the needed days to replenish the bank on a matching basis with the Board.
9. If upon leaving the St. Ignace Area School system a person owes days to the sick bank, these days shall be taken from any accumulated leave to the extent he/she borrowed and the remainder, if any, shall be cancelled.
10. The sick leave bank shall be administered by a committee of four (4) persons: two (2) persons appointed by the Superintendent of Schools and two (2) persons appointed by the Association President.
11. Teachers shall make application in written form to the committee.
12. All requests for use of days from the sick leave bank are subject to the approval of the committee.

ARTICLE 16 - LEAVES OF ABSENCE

A. Upon written request of the Board, any teacher whose personal illness or disability extends beyond the period compensated under Article 15 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability. In order to provide continuity of instruction, an employee may return from leave at the beginning of either semester during a school year. If a teacher intends to return at the beginning of second semester from leave, the teacher must notify the Board prior to December 15 of the affected school year. If a teacher intends to return at the beginning of the school year from leave, the teacher must notify the Board by March 15 of the school year prior to the year he/she wishes to return. If a leave exceeds two years, the teacher may return when a vacancy occurs for which the teacher is qualified, provided that the Board is notified prior to March 15 of the school year prior to the year he/she wishes to return.

B. Leaves of absence with pay, notice being given as far in advance as possible, shall be granted for the following reasons:

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1. Attendance at a ceremony awarding a degree to the staff member (for such portion of the day as is necessary).

2. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife if substitutes are available.

3. A maximum of four (4) days per school year shall be allowed for the conduct of personal affairs. Unused days may be cumulative to be capped at eight (8) days. The use of these days will be limited to two (2) at a time. The building principal must be notified by the close of the school day prior to the day desired. However, exceptions may be granted in an emergency, or by administrative approval. The use of personal leave days on days that school wide professional development is scheduled is discouraged. Teachers that miss two (2) or more school professional development days will meet with administration to discuss the reasons related to missing professional development.

4. Absence when a teacher is called for jury service. Compensation will equal the regular rate.

5. Court appearance as a witness in any case connected with the Teacher's employment or the school or whenever a teacher is subpoenaed to attend legal proceedings. Compensation will equal the regular rate.

6. Time necessary to take the selective service physical exam.

C. One year leave of absence with Board approval, without pay, shall be granted upon application for the following purposes:

1. Study related to the teacher's certified field.
2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

D. Child Care Leave:

1. Child care leave shall be available to all teachers.
2. Maximum leave will be three years.
3. If a leave exceeds one year, the teacher may return when a vacancy occurs for which the teacher is qualified, provided that the Board is notified prior to March 15. If the vacancy is posted after March 1, the teacher on leave shall be informed of the vacancy by registered mail and shall have fourteen (14) days to accept the position.

E. Leave of absence without pay will be granted for up to three years to any teacher who joins the Peace Corps as a full-time participant in an educational program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Article 21, of Schedule A of this Agreement.

F. Sabbatical Leave:

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1. The sabbatical leave policy is designed to provide an opportunity for those teachers who have been employed for seven (7) or more years in the St. Ignace School District to engage in professionally related experience having a major focus on self-improvement.

2. Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester, applications shall be filed by October 1. Applications requesting sabbatical leave commencing in September shall be notified by May 1 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified by December 1 as to the status of their application. Applicants for sabbatical leave shall include with their application forms an outlined plan for the period requested for sabbatical leave.

3. An approved sabbatical leave of absence may carry an allowance of up to one-half (1/2) contractual salary for the duration of the leave, subject to such deductions as are required by law, board regulation, or teacher election. A teacher granted such leave shall advance on the salary schedule as if he/she had been working in the district.

4. A teacher on sabbatical leave shall be considered to be in the employ of the school district and shall have a contract. Insurance benefits as set forth in this contract shall be provided teachers on sabbatical leave on a prorated basis consistent with the percentage of salary received. Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the Board.

5. A teacher returning from sabbatical leave shall be restored to a position for which they are certified and qualified.

6. Sabbatical Committee

   All applicants for sabbatical leave shall be reviewed by a committee composed of six (6) members. Three (3) members shall be appointed by the Association and three (3) members by the Superintendent. The committee shall consider the following criteria:

   a. Applicant's length of service in the district
   b. Merit of the applicant's proposed program

   The committee shall send its affirmative recommendations to the Superintendent. The Superintendent shall send his/her recommendations, attached to the committee recommendations, to the Board for consideration.

7. Any teacher receiving a sabbatical leave shall sign an agreement to return to the school district for at least one (1) year following the leave or reimburse all salary paid by the Board while on leave.

G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a one-year leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

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H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed service. He/she shall advance one step on the salary schedule for each year of service upon return to teaching in this district.

I. The Board shall grant leaves of absence without pay to any teacher to campaign for or serve in public office.

J. Upon return from any leave, a teacher shall be restored to a position for which they are certified and qualified. If FMLA applies, the parties agree to abide by the provisions of the FMLA.

ARTICLE 17 - PROFESSIONAL GRIEVANCE PROCEDURE

A. Any teacher, group of teachers, or the Association who believe that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board will designate its representatives for such purpose.

B. Definitions: (a) A GRIEVANCE is a claim based upon an event or conditions which affect the conditions or circumstances related to school operation, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement. (b) The term TEACHER includes any individual or group who is covered by this contract. (c) A PARTY OF INTEREST is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem. (d) The term DAYS when used in this section shall, except where otherwise indicated, mean working school days.

C. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. This discussion must occur within 10 days of the violation, misinterpretation or misapplication, or within 10 days of the discovery thereof.

D. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative. A copy of the grievance form shall be delivered to the principal within 10 days of the date of the prior meeting. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

E. Within five (5) days of receipt of the grievance, the principal (superintendent) shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the Association.

F. If the local Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting (or ten (10) days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) days, the Superintendent or his/her designee shall meet with the Association on the

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grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

If the grievance is not resolved at the Superintendent level within 10 days it should be presented to the Problem Solving Committee, for recommendations for resolution. If the committee does not meet within 10 days, this step shall be skipped.

G. If the local Association is not satisfied with the disposition of the grievance in Section F, the Association representative shall file the grievance in writing with the Board within five (5) days after the decision from Section F. The Board shall render a decision within five (5) days of receipt of the grievance or no later than the date of next regularly scheduled board meeting.

H. If the local association is not satisfied with the decision in Section G, he/she shall within ten (10) days of the Board's decision notify the Superintendent of his/her dissatisfaction and request to go to arbitration. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in a court of competent jurisdiction.

A copy of this decision shall be forwarded to the Superintendent for permanent filing. Copies, also, will be given to the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

I. The fees and expenses of the arbitrator shall be shared equally by the parties.

J. Except as limited by MCL 380.1248, if the probationary, tenure teacher, or bargaining unit member for whom a grievance is sustained or unjustly denied renewal of his/her contract or disciplined for an arbitrary or capricious reason, he/she shall be reinstated with full reimbursement of all professional compensation lost, and reference to any discipline related to that specific issue will be rescinded and destroyed.

K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance if filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

M. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure with any representative of the Board including arbitration proceedings, shall be released from assigned duties without loss of salary.

N. Any failure by the SEA to follow the approved timeline shall declare the grievance null and void and no grievance over that occurrence shall be permitted.

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O. Any failure by either administration or Board of Education to follow the approved timeline will result in the grievance resolution being settled in the Association's favor, providing requested relief is within the contract parameters.

ARTICLE 18 - STUDY COMMITTEES

Study committees, particularly regarding matters concerning curriculum and materials, should be established. The clerical expenses of such committee representatives shall be borne by the Board. Representatives on such committees shall be excused from the performance of other work, up to five (5) hours per week, for the purpose of serving on such committees.

ARTICLE 19 - NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement, or those covered by this Agreement and of common concern, shall be subject to professional negotiations during the period of this Agreement upon written notice to the other party within thirty (30) days. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. By March 1, the parties will begin negotiations for a new agreement covering hours, wages, terms, conditions of employment and shall continue negotiating on a regular basis.

C. In any negotiations described in this Article, neither party 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 inside or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. Impasse

If the parties fail to reach an agreement in any such negotiations, either party may evoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measure it may deem appropriate. The end result of the mediation machinery will be fact finding, subject to the following restrictions:

1. Negotiations impasse will occur only after both parties have designated a proposal as their Last Best Offer, said designation to be in writing.

2. The selection of the fact finder will be by mutual consent. If mutual consent cannot be reached, then the State will appoint the fact finder. The fact finder shall have the power to select (1) the total last offer by the Board, (2) the total last offer by the Association, or (3) a compromise between the two last best offers.

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3. The parties agree that all cost incurred during this process of securing the services of the fact finder shall be shared equally by the Board and the St. Ignace Education Association.

4. It is expressly understood that the fact finder's recommendations are not binding on either party.

E. The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers and members shall not authorize, instigate, cause, encourage, aid, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in this school system.

ARTICLE 20 – INSURANCE BENEFITS

The Board shall provide health insurance to each employee with Board contributions per state law. This shall be equal to the full state mandated hard cap amount provided by the State of Michigan each year. Any remaining premium costs shall be paid by the employee through payroll deduction. Health insurance may be reviewed annually by the group and the Board without opening any other areas of this contract upon expiration of Appendix A the Upper Peninsula Area Purchasing Agreement letter of agreement. The plan agreed upon by the group and Board will remain in effect for the medical billing year of January 1 to December 31. If the insurance premiums fall below the state "hard cap," the Board will provide to the employee the difference of the cap and insurance premium.

At no time shall the Board's premium contribution exceed the established state cap numbers and shall be subject to PA 152 at all times.

INSURANCE BENEFITS:

Major Medical	Health Insurance provided through the Upper Peninsula Area Purchase Agreement. Health coverage shall include all MESSA health insurance riders that do not increase the cost of the premium.
Long Term Disability	66 2/3% of Max Eligible Salary Max Monthly Benefit $5,000 Max Monthly Salary $7,500 90 Calendar Days Modified Fill Mental/Nervous – 2 yrs Alcohol/Drug – 2 yrs 5% minimum payout pre-existing limits waived family social security offset
Life Insurance	$100,000
AD & D	$100,000
Vision	VSP 3
Dental	100/90/90: $1,500 annual max 90: $3,000 lifetime max Two cleanings per year – no adult ortho

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The Board agrees to pre-fund HSA eligible plans in four equal quarterly payments. If an HSA eligible plan is selected, the Board will pre-fund the deductible (part of the CAP) calculations in four equal quarterly payments (January, April, July, and October). The Employer agrees to pay the maximum legislative CAP as set forth by the state.

Plan B – for those not electing health

Long Term Disability	66 2/3% of Max Eligible Salary Max Monthly Benefit $5,000 Max Monthly Salary $7,500 90 Calendar Days Modified Fill Mental/Nervous – 2 yrs Alcohol/Drug – 2 yrs 5% minimum payout pre-existing limits waived family social security offset
Life Insurance	$100,000
AD & D	$100,000
Vision	VSP 3
Dental	100/90/90: $1,500 annual max 90: $3,000 lifetime max Two cleanings per year – no adult ortho

Employees not electing health insurance shall receive a $320/month annuity.

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ARTICLE 21 - SALARY SCHEDULE – St. Ignace
SCHEDULE A

2024-2025: 5% for all steps

Step	BA	BA+CO/PR	MA	MA+15
1	41,698	42,609	45,714	46,853
2	43,654	44,563	47,700	48,807
3	45,609	46,519	49,652	50,760
4	47,561	48,471	51,606	52,716
5	49,513	50,427	53,562	54,669
6	51,472	52,382	55,518	56,622
7		54,126	57,262	58,367
8		56,289	59,427	60,534
9		58,037	61,174	62,276
10		60,197	63,333	64,442
11		61,946	65,081	66,185
12		64,583	67,334	68,825
13		65,911	68,717	70,542
15		67,106	70,609	71,419
20		67,518	70,728	71,848
21		69,048	72,311	72,940

2025-2026: 4.5% for all steps

Step	BA	BA+CO/PR	MA	MA+15
1	43,574	44,526	47,771	48,961
2	45,618	46,568	49,847	51,003
3	47,661	48,613	51,887	53,044
4	49,701	50,652	53,929	55,089
5	51,741	52,697	55,972	57,129
6	53,788	54,740	58,016	59,170
7		56,562	59,839	60,994
8		58,822	62,101	63,258
9		60,648	63,927	65,078
10		62,905	66,183	67,342
11		64,733	68,010	69,163
12		67,490	70,364	71,923
13		68,877	71,810	73,717
15		70,125	73,787	74,633
20		70,556	73,911	75,082
21		72,155	75,565	76,223

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2026-2027: 4% for all steps

Step	BA	BA+CO/PR	MA	MA+15
1	45,317	46,307	49,682	50,920
2	47,443	48,431	51,841	53,044
3	49,568	50,557	53,962	55,166
4	51,689	52,678	56,086	57,292
5	53,810	54,804	58,211	59,415
6	55,940	56,929	60,337	61,537
7		58,825	62,232	63,434
8		61,175	64,585	65,788
9		63,074	66,484	67,681
10		65,422	68,830	70,035
11		67,323	70,730	71,929
12		70,189	73,179	74,799
13		71,632	74,682	76,665
15		72,930	76,738	77,618
20		73,379	76,867	78,085
21		75,041	78,588	79,272

1. The local school district may allow five years service credit for salary purposes if this service is in the area of certification. It is understood that the Board may grant more than five (5) years credit at its discretion, but the credit will be given only if earned in the area of certification. This may include military and Peace Corps service.

2. Increment becomes effective September 1 of each year and advancement under the salary schedule shall be automatic as of September following completion of required academic or professional courses. Salary adjustments into a higher salary schedule for advanced training must be requested by the teacher, in writing, and accompanied with an official transcript of the completed required academic or professional courses, on or before October 1, in order to receive a salary credit for the year.

3. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sum: (items in percents to be based on the years of experience in that said position with the St. Ignace Area School system). New teachers coming into the system can have up to five (5) years experience in their extra-curricular activities.

   A. Teacher's summer work when approved in writing by the Superintendent for work beyond normal preparation, etc. pro-rated on teacher's base salary.

   B. The salary schedule for extra-curricular activities (Schedule B) has been agreed to be based upon the Board's indication that criterion has been utilized in determining said schedule reflecting a single-rated pay existing for teachers doing similar jobs requiring equal effort, time, and responsibility.

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C. In the event that a teacher initiates any suit or action against the Board concerning the salary for extra-curricular activities, the Board shall hold the Association not liable for any damages which may be assessed against the Board for said suit or action.

4. Half-time teaching at the High School means three (3) teaching periods plus one (1) work period, based on a seven (7) period schedule. Periods taught beyond three (3) will be paid on a pro-rated basis.

5. The Board shall pay the teacher retirement rate as established by the State. Those teachers with Member Investment Plan (MIP) coverage shall continue to pay their MIP portion.

6. The Board agrees to pay one-hundred (100%) percent of the tuition cost per hour of credit for teachers required by the Board to take additional course work to qualify for a new position created by additions to the curriculum. In order to qualify for this reimbursement, the teacher shall have prior written approval from the Superintendent and verified by the Association designee requesting that he/she enroll in a particular class or classes.

7. At the completion of their third year with St. Ignace Area Schools, any teacher represented by the current bargaining agreement and working towards their standard teaching certificate may, upon successful completion of coursework, request for a reimbursement for up to $1000.00 to cover tuition costs.

8. The Board of Education agrees to reimburse tenured bargaining unit members the cost needed to take the MTTC test provided the following conditions have been met: passage of the MTTC test will result in the teacher gaining Highly Qualified status as determined by federal law and the teacher passes the test.

ARTICLE 22 - EXTRACURRICULAR

The Board reserves the right to fill or not to fill positions as deemed appropriate. The importance of having school staff involved in extracurricular activities is recognized by the Board. This preference will be utilized in the hiring process, yet the Board reserves the right to hire the best qualified individual for each position.

All Schedule B positions are non-tenured and are annual appointments. A maximum number of positions for each line item on Schedule B is listed.

All postings will be for a duration of at least ten (10) days prior to being filled except in the case of an emergency.

Notification of dissatisfaction will be given within thirty (30) days of the conclusion of the employee's duties in that assignment for that school year.

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SCHEDULE B – EXTRACURRICULAR

BASED ON B.A. SALARY SCHEDULE AT THE BEGINNING OF THE CURRENT SCHOOL YEAR. (After 5 years move to BA Perm/Continuing lane). EMPLOYEES HIRED AFTER SEPTEMBER 1, 1999 SHALL BE LIMITED TO A MAXIMUM OF STEP 7.

		MAX. NUMBER OF POSITIONS
Athletic Director (Grades 7 - 12)	15%	1
Head Varsity Football Coach	13.5%	1
Senior High Ass't Football Coach	9.5%	2
J.V. Football Coach	9.5%	2
Head Varsity Basketball Coach	13.5%	1M/1F
J.V. Basketball Coach	9.5%	1M/1F
Freshman Basketball Coach	7.5%	1M/1F
Jr. High Basketball Coach	4%	2M/2F
Elementary Basketball Coach	2%	1M/1F
Varsity Baseball Coach	8.5%	
Varsity Softball Coach	8.5%	
Track Coach	8.5%	1M/1F
Ass't Track Coach	5%	1
Jr. High Track Coach	3%	1M/1F
Varsity Cross Country Coach	6 %	1
Junior High Cross Country Coach	2%	1
Golf Coach	6 %	1
Varsity Volleyball Coach	8.5%	1
Junior Varsity Volleyball Coach	6%	1
Junior High Volleyball Coach	2%	2
Freshmen Volleyball Coach	5%	1
Varsity Wrestling Coach	8.5%	1
Ass't Wrestling Coach	5%	1
Jr. High Wrestling Coach	2%	1
Varsity Cheerleading/Football	3.5%	1
Varsity Cheerleading/Basketball	3.5%	1
Jr. Varsity Cheerleading/Football	2.5%	1
Jr. Varsity Cheerleading/Basketball	2.5%	1
Ski Club	2%	1
Mentor Teacher	$750 - $500 - $375*	
Quiz Bowl Coach	Summer school rate – Schedule B	
Robotics	5%	1

Yearbook Advisor - no yearbook class	5%	1
Yearbook Advisor - with yearbook class	2.5%	1
High School Student Council Advisor	3.5%	1
Senior Class Advisor	2.5%	2
Junior Class Advisor	2.5%	2
Sophomore Class Advisor	1.5%	2
Freshman Class Advisor	1.5%	2
MS School Council	1.5%	1

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NHS Advisor	2%	1
Drama (any productions)	4% (up to 3 productions)	
Driver Education	$14 per hour	
Teacher subbing for principal, upon written request	$25 full day	1
Vocal Music Program Coordinator	2.5%	1
H.S. Musical Piano Accompanist	2%	1
Computer Coordinator	5%	1
Elementary Coordinator (per day)	$25	
Summer School (per hour)	$40	

Certified Special Education Teacher* 13%
(Assigned to a resource room or other direct instruction SE assignment payable at rate commensurate with percentage of teaching assignment within this position.)
General Education Teacher* 6.5%
(Assigned to special education only direct resource room assignment payable at rate commensurate with percentage of teaching assignment within this position.)

Band Director*	12%
Auto Show Parade	$100
4th of July Parade	$100
Summer Work (per hour)	$15 with prior approval

*Percentage based on salary step as stated within contract at beginning of year payable within the agreed upon number of pays.

All of the above percentages include pre-season.

Compensation for extracurricular obligations not identified above shall be agreed to between the Board and Association.

Athletic payments made at conclusion of fall, winter, spring sports season or in accordance with payroll regulations.

Post Season Athletic Competition

Those individuals holding positions asterisked above will be compensated at .5% per week for advancing beyond the following levels:

Sport	Level
Football	regular season
Basketball	district level
Track	regional level
Volleyball	district level
Wrestling	team district level
Football Cheerleading	regular season
Basketball Cheerleading	district level
Athletic Director	football & basketball apply

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ARTICLE 23 - RETIREMENT AND TERMINAL LEAVE

A. To be eligible, a person must have a combined service and age of eighty (80) points, service to be defined as all service accepted by the State Retirement Board.

B Early retirement payment is to be calculated on the basis of Two Hundred ($200) dollars annually for each year served in the St. Ignace Area Schools as a member or administrator up to a maximum of thirty (30) years. Payments will be made by deposit as a "non-elective" employer contribution under section 403(b)(3) of the Internal Revenue Code to a tax deferred plan of the employee as established by the employee. In the case of death after the employee has begun his/her retirement, payment shall be issued in the same manner to the heirs or beneficiaries of the 403(b) contract.

C. Said payment is to be made for five (5) years or to age sixty-five (65).

D. An applicant must finalize retirement in writing no later than July 1 of the retiring year.

E. An applicant must provide proof of eligibility to apply

F. Applicants who apply after the closing date for the current year will become eligible on July 1st of the succeeding year.

G. Recipients shall receive the "non-elective" employer contribution to their 403(b) plan annually by July 25 for each year of eligibility.

ARTICLE 24 - SCHOOL IMPROVEMENT PLANS

The provisions contained in this Article shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

A. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

B. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment on the bargaining unit member must have the written approval of the Association prior to being adopted and/or implemented.

C. The conditions which follow shall govern bargaining unit member participation in any and all plans, programs or projects included in the term SIP.

1. Participation by the bargaining unit member is voluntary.

D. Site SIP Committees (SSIPC): The bargaining unit members at each site shall determine their participation in said SSIPC.

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E. District-Wide SIP Committee (DWSIPC): When DWSIPC meetings are cancelled by the administration, the DWSIPC members shall be compensated for one hour at their regular rate of pay, unless the meeting is cancelled because of school cancellation or by decision of the DWSIPC not to meet. Should parents of students and other district residents become a part of said committee, they shall be selected by mutual agreement between the District and the Association. Committee decisions will be by consensus.

F. If DWSIPC meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings. If DWSIPC meetings or activities are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at his/her regular rate of pay for all time spent beyond the regular work day and/or year from such funds as received by the District for School Improvement Planning and Implementation. Attendance at subcommittee meetings and other activities of the DWSIPC is not eligible for compensation.

G. Copies of all site level SIP reports, minutes, and recommendations shall be provided to the Association president and the DWSIPC by the SSIPC chairperson.

H. The DWSIPC shall approve any training provided with regard to SIP.

I. SIP committees shall not address wages, fringe benefits, individual teacher performance, and contract grievances.

J. The Board and/or Administration will notify the Association as soon as possible of any intent to develop, explore, or begin a SIP.

K. Site-Based Decision Making (SBDM):

1. Site-based decision making is the process by which the teachers and administrators at the work site jointly make recommendations affecting their educational environment. Recommendations made by the SBDM committee shall not violate the Agreement and will be approved by the Association and Board prior to implementation.

2. Although participation on a SBDM committee is voluntary, the administration and Association will ensure at least minimum participation.

3. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.

ARTICLE 25 - LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an Individual Educational Planning Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this section, such students shall be referred to as "mainstreamed students".

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A. Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEPC report that is not meeting the student's unique needs as required by law should promptly notify the administration.

B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, mainstreamed students will be assigned in equitable numbers across general education grade levels within the junior and senior high school. This section will not apply in the event the teacher volunteers to take additional mainstreamed students.

C. The following conditions shall apply to placement of mainstreamed students in general education classrooms:

1. Any member who will be providing instructional or other services to a mainstreamed student in a regular education classroom setting shall be invited to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. When invited to such an IEPC, the member will make a reasonable attempt to attend the IEPC, and when it is requested, will provide written input to the IEPC (or the Multi-Disciplinary Evaluation Team Report to be presented to the IEPC).

   In instances where it is not possible to identify in advance of an IEPC general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPC and to provide for the teacher to have input.

2. The district shall make every reasonable effort to provide the receiving teacher with necessary support identified in the IEPC.

3. The administration shall provide, prior to such placement whenever possible, in-service training and awareness information to the teacher(s) regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems, and techniques to be utilized with varying physical, mental, emotional and behavioral conditions as are likely to be faced in the given situation. Such training and information shall be provided at board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training and information are not possible, the training and/or information will be provided as early as can be arranged after the placement has occurred.

4. Except in life threatening circumstances, a regular education classroom teacher shall not be required to perform medically specialized procedures for or on mainstreamed students. In a situation where a teacher agrees to provide such procedures, he/she shall be provided with training appropriate to the situation with all expenses paid by the Board.

ARTICLE 26 - INTERNET ACCEPTABLE USE AGREEMENT

To provide an intellectual atmosphere that includes access to the Internet, the Board and Association believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material,

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which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.

Whereas the parties do recognize the educational value of Internet access at school using district equipment they hereby agree to the following:

1. The parties seek to educate young people in the use of the Internet as an assistive device to support student learning and achievement.

2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.

3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.

4. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority): (a) Support of the academic program; (b) Telecommunications; (c) General information; (d) Recreational.
   While it is agreed that telecommunications, information gathering and recreational uses of electronic resources are available to staff, any use thereof not related to supporting the academics of students will be restricted to those hours when staff are not responsible for students (lunch hour, conference hour, before and after school hours).

5. The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable use practice of the school.

6. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use his/her District-approved computer account except to obtain, view, download, or otherwise gain access to appropriate material.

ARTICLE 27 – REPORTING OF BARGAINING UNIT MEMBERSHIP DATA

A. Beginning September 1, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
   1. First, middle, and last name.
   2. Start date of employment in current bargaining unit.
   3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
   4. Building(s) and room number(s) assigned.
   5. Employee identification number (if applicable).
   6. Name of position.
   7. Work email address and personal email address.
   8. Home mailing address.
   9. Home and cell phone number.

B. The above-listed information shall be provided via email in an attached Excel template format provided by the Association.

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C. Designated Association representatives shall be given, via e-mail and attached Excel document, the same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.
D. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.
E. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than ten (10) days shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of return.

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ST. IGNACE AREA SCHOOLS 2024-2025 CALENDAR

St. Ignace Area Schools

2024-2025 Master Calendar

August	Teacher	Student
27 (Full PD Day)	2	0
28 (Full PD Day)		
	2	**0**

September		
3-6	4	4
9-13	5	5
16-20	5	5
23-27 (9/25 PD Afternoon)	5	4.5
30	1	1
	20	**19.5**

October		
1-4 (10/2 PT Conferences)	4	3.5
7-11	5	5
14-18 (10/14 Full PD Day)	5	4
21-25	5	5
28-31	4	4
	23	**21.5**

November		
1	1	1
4-8	5	5
11-15(11/13 PD Afternoon)	5	4.5
18-22	5	5
25-26	2	2
*No School 11/27-11/29	**18**	**17.5**

December		
2-6	5	5
9-13 (12/11 PD Afternoon)	5	4.5
16-20	5	5
*No School 12/23-12/31	**15**	**14.5**

January		
1-3	0	0
6-10	5	5
13-17	5	5
20-24 (Semester 1 Half Day)	5	4.5
27-31	5	5
*No School 1/1-1/3	**20**	**19.5**

February	Teacher	Student
3-7 (2/4 PT Conferences)	5	4.5
10-14	5	5
17-21 (2/19 PD Afternoon)	5	4.5
24-28	5	5
	20	**19**

March		
3-7	5	5
10-14	5	5
17-20	4	4
31	1	1
*No School 3/21-28	**15**	**15**

April		
1-4	4	4
7-11	5	5
14-17	4	4
21-25	5	5
28-30	3	3
*No School 4/18	**21**	**21**

May		
1-2	2	2
5-9	5	5
12-16	5	5
19-23	5	4.5*
27-30	4	4
*No School 5/26	**21**	**21ESM**
		20.5HS

June		
2-6	5	5
9-11	3	2.5
	8	**7.5**

Teacher Work Days	**183**
Student Full Days EMS	**172**
Student Half Days EMS	**8**
Total EMS	**180**
Student Full Days HS	**171**
Student Half Days HS	**9**
Total HS	**180**

Professional Development Full Days: August 27, August 28, October 14
Professional Development Half Days: September 25, November 13, December 11, February 19

Parent/Teacher Conferences K-12: October 2 5:00-7:30, October 3 12:30-3:00, February 4 12:30-4:00

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In the event school is called off for extracurricular activities or if state law requires other days/hours which are called off to be made up, the Board shall consult with the Association to schedule the make up day(s)/hours. Make up time shall be either during a planned vacation or added to the end of the school year as necessary to reach the required amount of time. Any other changes in the above calendar must be agreed upon mutually by the Association and the board. If state law in Michigan changes after ratification and this calendar does not meet state requirements, the calendar can be reopened by a request of administration with a committee of two administrators and two SEA members.

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GRIEVANCE FORM

Grievance No. _____ Date originated _____
(within 10 days of occurrence/discovery)

Name of Grievant _____ Position _____

Date grievance occurred: _____

Nature of grievance _____

_____

Contract provisions or practices violated:

_____

Relief sought:

_____

Grievant signature: _____

SEA signature: _____

LEVEL I: PRINCIPAL
Date discussed with principal: _____
(within 10 days of occurrence/discovery)
Result of discussion: _____

SEA Signature: _____ Date: _____

LEVEL 2: PRINCIPAL
Date received by Principal's office: _____
(within 10 days of informal meeting)

Disposition by principal or designee: _____
(within 5 days)

_____

Signature of principal or designee: _____

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LEVEL 3: SUPERINTENDENT
Date received by Superintendent's office: _____
(within 10 days)
Disposition by Superintendent: _____
(within 10 days)

LEVEL 4: PROBLEM SOLVING COMMITTEE
Date received in Superintendent's office: _____
(within 10 days)
Disposition by Problem Solving Committee: _____
(within 10 days)

Signature of Board of Education President: _____
Copies to: Local President – Grievance Chairperson – Grievant
MEA UniServ staff – Superintendent - Principal

LEVEL 5: BOARD OF EDUCATION
(within 10 days of P.S. Committee)
Members present:
_____
_____

Suggested Resolution: _____
(at next regularly scheduled Board of Ed meeting)
_____

Signature:_____ Date:_____

LEVEL 6: ARBITRATION
Date submitted to arbitration: _____

Disposition by Arbitrator: _____

Signature of arbitrator: _____

Date: _____

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APPENDIX A – Upper Peninsula Area Purchasing Agreement LOA

LETTER OF AGREEMENT

This Letter of Agreement is entered into between ST. IGNACE AREA SCHOOLS BOARD OF EDUCATION (the "District") and ST. IGNACE EDUCATION ASSOCIATION/MEA/NEA (the "Association").

This agreement shall be in effect once the UPPER PENINSULA AREA PURCHASING AGREEMENT is established. Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Association agree as follows:

1. The Parties acknowledges that the District has elected to become a member of an Area Purchasing Agreement (the "APA") as provided by the health insurance carrier MESSA.

   The parties recognize and acknowledge that insurance benefits, policy specifications, and coverages for employee benefit plans are subject to a bargaining under the Michigan Public Employment Relations Act (PERA). The parties further recognize and acknowledge that the allocation of premium responsibility for health insurance plans is subject to the limitations established by the Publicly Funded Health Insurance Contribution Act.

2. The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the APA. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective January 1, 2024 and that such plans or products made available through the APA shall replace those otherwise in effect for Association bargaining unit members on that date.

   Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the APA.

   Open enrollment for the selection of health care options for the APA will be held from October 1 through October 31 each year for a January 1 implementation for the duration of this agreement.

   The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the APA shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.

3. The Parties further voluntarily waive and relinquish their respective rights under PERA for the period beginning January 1, 2024 and concluding on December 31, 2026 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefits plans through

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the APA. This waiver is limited to the bargaining of medical coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the APA satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.

4. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.

5. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependents, if applicable) to enroll in an employee benefit plans or programs, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.

6. Should the APA dissolve or no longer function or operate, or if the district no longer participates in the APA, the District and Association agree the most recent medical plans options available to the employees through the APA shall remain in effect until otherwise negotiated.

7. Any disputes over the interpretation, application, or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.

8. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights, or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified, or relinquished herein.

9. This Letter of Agreement shall become effective January 1, 2024 and shall expire on December 31, 2026

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ST. IGNACE AREA SCHOOLS BOARD OF EDUCATION

By: [signature]
Its: Superintendent
Dated: 6-26-2023

ST. IGNACE EDUCATION ASSOCIATION/MEA/NEA

By: [signature]
Its: [signature]
Dated: 6/26/23

Docusign Envelope ID: 3D5436E4-338E-4D32-8A0D-9677A276AE4D

ARTICLE 28 – DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027. This agreement shall not extend orally, and it is expressly understood that it shall expire on the date indicated.

Dated this 31st day of October, 2024.

ST. IGNACE EDUCATION ASSOCIATION/NMEA/NEA

Signed by:
7AC654D5DDC345D...
St. Ignace Education Association President

DocuSigned by:
B81B1B4A291F44C...
NMEA President

DocuSigned by:
A7800216161C466...
NMEA Staff Liaison

Signed by:
Adam Bedwin
DEAB68768A684A1...
UniServ Director

ST. IGNACE AREA SCHOOLS BOARD OF EDUCATION

Superintendent

President

Vice-President

Secretary