MASTER AGREEMENT
BETWEEN THE MACKINAC ISLAND EDUCATION ASSOCIATION

and the

MACKINAC ISLAND BOARD OF EDUCATION

2024-2027
July 1, 2024 to June 30, 2027

Master Agreement Between the Mackinac Island Education Association and the Mackinac Island Board of Education **2024-2027**

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PREAMBLE

This agreement entered into this 1st day of July, 2024 by and between the Board of Education of the Mackinac Island Public School, City of Mackinac Island, County of Mackinac, Michigan, hereinafter called the "Board" or the "District," and the Mackinac Island Education Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the parties have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms, and conditions of employment, and

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

IN CONSIDERATION of the preceding mutual statements, it is hereby agreed as follows.

ARTICLE 1: RECOGNITION

A. Bargaining Representative of Association.
The Board hereby recognizes the association as the exclusive bargaining representative for all persons certified as teachers by the Michigan Department of Education and in accordance with any and all local Board policies pertaining thereto, and employed by the Board in a teaching position during the life of this Agreement. All other positions are excluded, including superintendent, principal, teacher aides, substitute teachers, or any other non-teaching positions, and supervisors within the meaning of the Public Employment Relations Act. The term "teacher(s)", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining and/or negotiating unit as herein described, and reference to male teachers shall be understood to include female teachers.

B. Negotiation Limitations on Association.
The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

C. Obligations on Time of Board Members.
The Board hereby makes it known to the Association that, as the Board serves at the will of the people; they shall be under no obligation unless they agree to same or unless they are so directed

by a court of competent jurisdiction to meet for the purposes of the collective bargaining process under the following conditions:

1. On weekends, during scheduled holidays and vacations, and/or annual leave time, said defined by the District's calendar and/or the Board member's employer;

2. During times when the Board member's absence from his or her employment would result in loss of compensation and/or benefits and/or his or her absence would jeopardize his or her employment status.

D. Ratification.
It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a simple majority of the membership of the Association.

ARTICLE 2: DURATION OF AGREEMENT

A. Term of Agreement.
This Agreement shall become effective upon ratification by majority of the Board and the membership of the Association and shall continue in effect from July 1st, 2024 until June 30th, 2027 at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. Entire Agreement.
This Agreement constitutes the sole and entire existing Agreement between parties hereto and supersedes all other prior practices, whether oral or written, and expresses all obligations imposed upon the Board and the Association. This Agreement is subject: to amendment, alteration or addition only by written agreement between, and mutually executed by, the Board and the Association.

C. Separability.
If any specific provision of this Agreement or specific application of this Agreement to any employee or group of employees is found contrary to law, then such provision or applications shall be deemed null and void to the extent of any such conflict. The parties shall convene to negotiate the provision to comply with the law.

ARTICLE 3: BOARD-MANAGEMENT RIGHTS

A. Powers Retained.
The District retains all rights, powers and authority vested in it by the laws and respective Constitutions of Michigan and the United States, particularly:

1. Management and control of the school's business, the equipment, the operations, and the direction of the working forces and affairs of the employer;

2. Executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

3. Continuation of its rights and past practices of assignment and direction of work of all of its personnel, determination of the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

4. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force, and lay off employees,

5. Determining class schedules, the hours of instruction and the duties, responsibilities and assignment of teachers with respect thereto.

B. Exercising of the Foregoing.
The exercising of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States and/or this Agreement.

ARTICLE 4: ASSOCIATION RESPONSIBILITIES

A. Cooperation with Board.
The Association, recognizing its professional responsibilities, agrees to use its influence to encourage all teaching employees to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and the teaching supplies and equipment furnished by the District to the best advantage of their students, to protect the District's property and interests, and to cooperate with the District's non-teaching employees to promote the welfare of the District and to improve the District's services.

ARTICLE 5: TEACHER RESPONSIBILITIES

A. Demands Beyond The Teaching Day and Beyond Time Scheduled for Students.
The Association and its members recognize that their responsibilities require the performance of some duties that involve the expenditure of time beyond the normal teaching day. Among those responsibilities which teachers agree to assume are staff meetings, in-service meetings, parent-teacher conferences, class sponsorship activities, and attendance at Board meetings in which they are directly involved or to which they have been invited to be available for a presentation.

B. Deficiencies in Professional Performance.
The Association agrees that it will use its best efforts to correct breaches of professional ethics by any of its members.

C. Duties.
Teachers are responsible to the Board and its designated representatives for exercising the duties of teachers as prescribed by Law and Board policy and administrative directives, and for carrying out such duties in compliance thereto in such a manner as to promote and improve the goals and objectives set forth by the Board.

D. Teaching Certificates and Transcripts.
1. The teacher must assume the responsibility for filing his or her valid Michigan teaching certificate prior to expiration of the certificate when renewal is required. Newly hired teachers must submit their certificate upon board approval and prior to the first day with students.
2. Each teacher must then file with the Superintendent, in addition to a valid Michigan teaching certificate, an up-to-date transcript of credits or a dated copy of a letter requesting that such transcript be forwarded directly to the Superintendent.
3. Failure to file the certificate, transcript or letter may result in withholding pay until such filing has been completed.

E. Summer Workshops
Teachers who wish to attend a summer workshop, either in their major field of teaching, or in the field of their current teaching assignment, with Board or Board designee approval, will be reimbursed for registration fees, special equipment fees, and room and board when he returns for the new school year. Reimbursement will be made upon documentation of the expenses incurred within sixty (60) days after said documentation has been supplied to the Board.

ARTICLE 6: TEACHER CONTRACTS

A. Individual Contracts.
It is expressly understood by both parties that all individual contracts in existence and/or subsequently issued shall conform to the provisions of this Agreement.

ARTICLE 7: TEACHER EMPLOYMENT AND ASSIGNMENT

A. Minimum Requirements.
The Board establishes as minimum requirements for initial employment of teachers such standards as are set by the State Board of Education and the Michigan Department of Education and Office of Teacher Certification.

B. Notification of Teaching Assignments.
Teachers, other than newly-employed and/or appointed, will be notified of their tentative programs for the coming school year, the grades and/or subjects they will teach, and other assignments no later than August 1st, where possible, to wit:

1. If it is impossible to secure the services of needed staff members by August 1st, or

2. If changes in assignments must be considered because new teachers cannot be found to fill the openings sought or because of late resignations or other separation.

C. Teaching Background.
In order to attempt to provide pupils with teachers with the best preparation, the Board will assign teachers within the scope of their teaching certificates (major and minor fields of study).

1. In the event the teacher refuses to carry out the assignment(s) as designated after the Board and the Association have discussed same, the Board shall offer the following options to the teacher:

   a. Voluntary resignation;

   b. Reduction of the teacher's work day to those assignments, provided the services of a teacher to complete the remainder of the assignments can be secured, which fall within the scope of his or her teaching certificate and/or major or minor fields of study at the secondary level, grades 9-12, provided such were included in the assignments as determined by the principal and/or the Superintendent. Reduction in assignment shall carry with it a reduction, on a prorated basis, in compensation and benefits.

2. It is expressly understood by the teachers and the Association that the Board has charged its administrative staff with determining assignments in accordance with student needs and adopted board goals and objectives for the District's educational program for students. Neither the Board nor its administrative personnel shall be under any obligation to alter student instructional offerings so as to afford the teacher full-time employment or continued employment under the provisions of his or her teaching certificate and/or major or minor fields of study preparation at the secondary level, grades 9-12.

D. Changes in Teaching Assignments.
Changes in grade assignments in the elementary school and/or discipline areas and in subject assignments at the secondary level are sometimes necessary and beneficial. Where such changes are contemplated, they will first be discussed with the teacher(s) involved and the Association. The Board, however, reserves the right to make such changes, and its decision shall be final.

E. Internal Substituting.
For any cases of emergency, a regularly scheduled and/or assigned teacher will be used as a substitute teacher with his or her consent. When the total class size exceeds 15 students, a teacher used as an internal substitute shall be compensated at the rate of $15 per class hour. The teacher will submit a report on his or her activities to ensure the lesson plan was carried out.

F. Military Service Credit.
Credit for military service will be granted by the Board in compliance with state laws and statutes. In no case shall such credit exceed a maximum of two (2) years, and in no case shall such credit be granted to individuals who were not employed as teachers prior to induction into military service and/or individuals who failed to enter the field of teaching with two (2) years after discharge from such military service of the United States.

G. Previous District Experience.
Teachers previously in the District's employ who shall subsequently be rehired shall be given full credit on the salary schedule for their teaching experience within the Mackinac Island Public School, provided they have not been absent from the field of public education for more than four (4) years. Teachers who have not taught nor been engaged in public education in a field requiring teacher certification for five (5) or more years shall be granted one year of experience for each two (2) years they taught in the District previously.

H. Previous Non-District Experience.
The Board shall grant to newly hired teachers a maximum of ten (10) years' experience credit on the salary schedule for actual teaching time served with proper certification and qualifications. Exceptions to this practice may be made in consultation with the Association.

ARTICLE 8: VACANCY AND PLACEMENT

A. Definition of "Vacancy".
A vacancy shall be defined for purposes of this Agreement as a position with the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to open.

B. Notification (Posting) of Vacancies and Application.
Vacancies in the bargaining unit, including newly created positions, shall be provided via e-mail to each professional staff employee.

C. Awarding of Vacancies.
It is the policy of the district to employ the best qualified individual for any vacancy. All members of the professional staff shall be eligible for consideration, providing they are properly qualified.

D. Definition of "Transfer".
A "transfer" shall be defined as either a voluntary or involuntary change in:

1. A bargaining unit employee's position or assignment to another position or assignment within the bargaining unit.

2. Grade level(s) included in an assignment in Prek-6.

3. Subject area (s) included in your assignment.

4. A non-classroom assignment such as librarian, guidance counselor.

5. Special education assignments such as learning disability, emotionally impaired, etc.

E. Voluntary Transfers.
A request for a transfer may be made at any time in writing to the Superintendent. The request shall specify the grade, and/or subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be considered similarly to awarding vacancies. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

F. Involuntary Transfers.
Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for and the specific position to be to be transferred to shall be provided to the affected professional staff employee.

ARTICLE 9: EMPLOYEE TERMINATION OF SERVICES

A. Notice of Employee Intent.
Members of the Association agree to notify the Board as soon as possible of any intent to terminate employment within the District. It is recognized by teachers that they have a legal responsibility to notify the District of their resignation as soon as possible.

B. Employee Termination of Services.
The Association and its members recognize and acknowledge that, when a teacher was granted a teaching contract, the granting of such was with the intent that the teacher would complete the school year. Should a teacher wish to terminate his or her services prior to the completion of his or her contract, the Board's acceptance of such resignation is contingent upon the following conditions:

1. The District's ability to secure the services of a qualified teacher to replace the resigning employee.

2. The termination of all benefits to which the resigning teacher would have been entitled had he remained in the Board's employ.

ARTICLE 10: REDUCTION IN PERSONNEL

Layoff and Recall
It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a reduction in student enrollment, or a reduction in funding.

Personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position. The District shall not utilize length of service as the sole factor in personnel decisions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

This policy shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of needing support in preference to any properly certified and qualified teacher with a higher effectiveness rating as reflected in that teacher's most recent performance evaluation. This policy also shall not operate or be applied to retain or recall a probationary teacher who has received a rating of either minimally effective or ineffective in preference to any properly certified and qualified teacher with a higher effectiveness rating. A probationary teacher who is rated as effective on most recent annual performance evaluation is not subject to displacement under this policy by a tenured teacher solely because the other teacher has attained tenure under the Teachers' Tenure Act.

The effectiveness of teachers as measured under the District's performance evaluation system developed under Section 1249 of the School Code or as otherwise collectively bargained must be used as a factor for personnel decisions.

The following shall also be used for personnel decisions:

A. The teacher's length of service in a grade level or subject area.

B. The teacher's disciplinary record.

C. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.

D. Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.

E. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

F. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

G. The teacher's attendance record.

H. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear,

significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

Seniority

1. By September 30th of each year, the district shall update the seniority list.

2. The seniority list shall be shared with each bargaining unit employee by October 1. Challenges or revisions to the list must be filed by November 1 of that same year otherwise the seniority list will be considered final for that school year.

3. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work as defined above. Employees hired after July 1, 2024 will include the date and time of acceptance of offer.

4. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than a year. However, until recall rights expire, seniority is frozen if severance of employment is due to layoff.

5. Time spent on leaves of absence or layoffs shall not accumulate time towards seniority.

ARTICLE 11: PROFESSIONAL STAFF EVALUATION

The Board of Education, through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, with the involvement of professional staff, the Board delegates the Superintendent the function of establishing and implementing a rigorous, transparent, and fair performance evaluation system that does the following:

A. Evaluates the employee's job performance in a year-end evaluation, while providing timely and constructive feedback.

B. Establishes approaches for measuring student growth with relevant data.

C. Identifies specific performance goals, created to improve effectiveness during the school year.

D. Evaluates job performance, using the rating categories of effective, developing, and needing support, which take into account a measure of student growth and assessment data. Twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data.

1. The Superintendent, in collaboration with staff, will identify criteria to eliminate data attributable to students who have excessive absences, are partial year students, or who have other circumstances that warrant eliminating their data.

2. The data used in this section should be attributable to the actual teaching responsibilities of the individual teachers.
3. It is acknowledged that MIPS teachers are often required to teach multiple grade levels in a single classroom. This expectation necessitates the teacher cover significantly more standards during a school year than a single-grade, traditional classroom. This will be considered when reviewing student growth data.

Evaluations must also comply with the following:

1. The portion of a teacher's year-end evaluation that is not based on student growth and assessment data shall be based primarily on a teacher's performance, and must be based on objective criteria.
2. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective. If circumstances described in M.C.C. 3880.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

D. Uses the evaluations at a minimum, to inform decisions regarding the following:

1. The effectiveness of employees, so that they are given ample opportunity for improvement.
2. Development of employees including providing relevant coaching, instruction, support, or professional development.

E. Provides a mid-year progress report for every teacher who is in the first year of probation or has received a rating of needing support or developing on their most recent year-end evaluation.

This mid-year report shall supplement and not replace the year-end evaluation. The mid-year report shall:

1. Be aligned with the teacher's IDP
2. Include specific performance goals and any recommended training for the remainder of the school year, as well as a written improvement plan developed in consultation with the teacher that incorporates the goals and training.

F. Includes classroom observations in accordance with the following:

1. Must include review of the lesson plan, state standard being taught and student engagement in the lesson.
2. Must include multiple observations, spaced throughout the school year, unless the teacher has received an effective rating in the last two (2) year-end evaluations.
3. Observations need not be for an entire class period but must not be less than fifteen (15) minutes.
4. The school administrator responsible for the teacher's performance evaluation must be conducted only after receiving training on the evaluation tool as described below.

G. The District will adopt and implement (1) of the evaluation tools for teachers that are included on the list established by the Michigan Department of Education. The current adopted evaluation tool is The Thoughtful Classroom.

H. The District shall also:

1. Provide training to teachers on the evaluation tool used in its performance evaluation system and how it is used.
2. The training shall be provided by an individual who has expertise in the evaluation tool.
3. By not later than September 1, 2024, and every three (3) years thereafter, each individual who conducts an evaluation shall complete rater reliability training that complies with M.C.L. 380.1249

The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. If a professional staff member, after receiving an opportunity for improvement, fails to perform assigned responsibilities in a satisfactory manner, dismissal or non-renewal may be invoked. A teacher rated as needing support on three (3) consecutive year-end evaluations must be dismissed from employment as a teacher with the District.

If a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in M.C.L. 380.1248.

Evaluations shall be conducted of each professional staff member as stipulated in the Teacher Tenure Act, the revised School Code, the negotiated contract and as directed by the Michigan Department of Education. A professional staff member shall be given a copy of any documents relating to the staff member's performance which are to be placed in the personnel file.

Rights of Tenured Teachers:
The performance evaluation system must provide that, if a teacher who is not in a probationary period is rated as needing support on the annual year-end evaluation, the teacher may request a review of the evaluation and the rating by the superintendent. The request for a review must be submitted in writing within 20 calendar days after the teacher is informed of the rating. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modification as appropriate based on the review.

If the teacher receives two consecutive ratings of needing support, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the Superintendent.

ARTICLE 12: STAFF DISCIPLINE

Whenever it becomes necessary to discipline a member of the staff the Superintendent will utilize the procedures set out below and any related procedures described in this agreement, if applicable.

The Superintendent or his/her designee shall conduct an investigation of any alleged act or omission that could lead to disciplinary action, as appropriate to the situation. The investigation shall include, at a minimum, providing the employee with reasonable notice and the opportunity to respond to the complaint. If the investigation includes a meeting with the employee, prior notice of this meeting shall be provided to the employee for any discipline that may result in a suspension or loss of pay. Upon request, the meeting shall not proceed without the employee's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the preferred representative. The District may substitute another representative from the union to timely process the investigation.

Discipline may include, but is not limited to:

A. verbal warning;

B. written warning;

C. written reprimand;

D. suspension (paid or unpaid);

E. discharge;

F. financial penalty in accordance with Michigan law.

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the staff member's conduct, as determined by the District.

Disciplinary actions involving loss of pay, suspension or termination be submitted to the Board for review as soon as possible after the action has been taken. The Superintendent should ascertain whether or not the staff member wishes such a report to be made in a closed session of the Board, if a closed session is permitted by the Open Meetings Act.

Personnel File

Each teacher's personnel file shall contain, at least, the following items:

1. All evaluation reports.
2. Teaching certificate(s), degree or photocopies thereof.
3. Transcripts of academic work.
4. Tenure recommendations.

Staff will have the right to review the contents of all records of the Personnel File pertaining to the employee and to have a representative of the Association accompany them in such review if requested. Other examination of an employee's file shall be limited to qualified supervisory personnel except that an Association representative may review such files, with the employee's written permission, to provide representation in administrative or legal proceedings.

Personnel File Complaints

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has been notified. Complaints against the bargaining unit employee shall be put in writing with details such as names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation or reply regarding any material and the same shall be attached to the file copy of the material in question.

ARTICLE 13: STUDENT CONTROL AND DISCIPLINE

A. Maintaining Effective Discipline.

Teacher's realize and recognize that maintaining and establishing effective discipline within the school rests with each classroom teacher; and that a proper atmosphere, reasonable rules, and just treatment of students inside and outside the classroom will resolve a majority of discipline problems.

B. Scope of Responsibility.

The teacher's responsibility to the student in discipline as well as in other matters, is not limited to the classroom, but extends to corridors, after-school functions, field trips, playground, and any other situations in which the student is under the teacher's care or supervision.

C. Role of Administrative Personnel.

Teachers recognize that administrative personnel are persons to call upon for assistance in dealing with problems with students when the teacher has exhausted all reasonable means of resolving the situation himself. The administrative staff, therefore, will provide reasonable support and assistance to teachers in maintaining control and discipline.

ARTICLE 14: PROTECTION OF TEACHERS

A. Employer Responsibility.

The Employer recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom.

A bargaining unit member may exclude a pupil from one class when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the bargaining unit member will furnish the principal, as promptly as his/her employment obligations will allow full particulars of the misbehaviors or incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the bargaining unit member.

Any case of assault upon a bargaining unit member shall be promptly reported to the Employer or its designated representative. Employer shall promptly render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.

The Employer shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Employer to students, bargaining unit members, and parents at the commencement of each school year. It is recognized that decisions by the administration and Board of Education regarding student discipline are ultimately within their authority and are not subject to the grievance procedure.

B. Workers Compensation

1. All bargaining unit members are covered under the terms of the Workers' Compensation Act. Each accident resulting in injury shall be reported to the Superintendent or his/her designee. Such reports shall be filed within twenty-four (24) hours or the next working day, whichever occurs first.

2. Whenever a teacher is absent from school as a result of personal injury or accident not attributable to teacher negligence in course of his or her employment, he or she will be paid his or her full salary less any worker's compensation for a period not to exceed ninety (90) instructional or school days. Paid sick leave will be pro-rated and deducted from the employee's accumulated sick leave. If the employee is without sufficient accumulation, he/she will be placed on an unpaid leave of absence by the Board of Education for a period of up to one year.

3. The Board shall continue to provide all fringe benefits in accordance with this for any bargaining unit member receiving Workers' Compensation benefits.

4. Employees reporting an accident or work-related injury must have a doctor's release prior to returning to work.

ARTICLE 15: GRIEVANCE PROCEDURE

A. Definition.

A grievance will mean a complaint by a teacher, a group of teachers, or the Association based upon an event, condition or circumstance allegedly caused by a violation, misapplication or

misinterpretation of any express provision of this agreement. For the purpose of this article, the term "day" shall mean those days that school is in session during the academic year, and those days that the office is open for business during the summer months between academic years.

B. Procedure.

1. The teacher(s) who feels that he/she has a grievance will first take up the matter with his or her immediate supervisor within ten (10) days following the event which is the basis of said grievance. The parties will attempt to resolve it within ten (10) days following the date on which said supervisor was given the grievance. In no case will a grievance be filed later than ten (10) following the awareness of the alleged grievance or later than ten (10) days following the effective date of an Association member's termination of employment.

2. If Step 1 fails to resolve the grievance, the teacher(s) will, within ten (10) days of the date at the decision rendered at Step 1, reduce the grievance to writing, specifying the provisions of this Agreement alleged to have been violated and/or misapplied and the remedy sought and will submit same to the Superintendent. Upon receipt of the grievance the Superintendent and Board will have twenty (20) days, or longer if such extension is agreed to mutually by all parties involved, to resolve the grievance.

3. If the Association is not satisfied with the resolution of the grievance by the Board, or if no disposition has been made by the Board within the time specified herein, the grievance may be submitted to arbitration before an impartial arbitrator upon written notice to the Board. The Association must give the Board notice of intent to arbitrate within ten (10) days of the date of the Board's decision. If the parties cannot agree upon an arbitrator within five (5) days from the date on which the Board was notified that arbitration would be pursued, the Association may pursue the grievance by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the date of the Board's decision. The Board and Association will not be permitted in the arbitration proceedings to assert any grounds or to rely on any evidence not previously disclosed to the adverse party. The arbitrator will have no power to alter, add to, or modify in any way 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 any court of competent jurisdiction. The fees and expenses of the arbitrator will be shared equally by the parties.

C. Powers of the Arbitrator.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to establish salary schedules.

2. The arbitrator shall have no jurisdiction to rule on any of the following:

   a. The termination of services or failure to reemploy any probationary teacher;

b. Any matter involving the content of an employee evaluation.

c. Any matter involving an employee evaluation except rights specified by Article XI in this Agreement;

d. The failure of the Board to appoint or re-appoint a teacher to an extracurricular position;

e. Any matter for which there is recourse under federal or state statute, including but not limited to, matters for which recourse is available under the Michigan Teachers' Tenure Act.

3. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board of Education as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/her power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved managerial rights of the school district.

4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute.

5. The school district shall not be required to pay back wages more than ten (10) days prior to the date a written grievance if filed. All claims for back wages shall be Limited to the amount of wages that the employee would have otherwise earned, less any compensation that he/she may have received from any source for the period for which back pay is claimed. No decision in any one case shall require a retroactive financial adjustment in any other case.

ARTICLE 16: TEACHING HOURS AND LOADS

A. Starting and Dismissal Time.
The starting and dismissal times for students will be established by the Board.

B. Teacher Day.
The teacher will be at school twenty minutes before classes start and twenty-five minutes after classes end. If needed, they will stay for forty-five minutes.

1. During such time the teacher is expected to be in the building and available to the students, parents, and administrators.

2. Early dismissal to accommodate transportation schedules from the Island will be allowed on Fridays and the first days of scheduled vacation periods. Early dismissal means that the teacher will be excused at the same time as the students.

3. Exceptions to the contracted teacher's work day may be requested of the Superintendent. His/her decision will be final and will not set any precedents.

4. A teacher who is absent from work because it is not possible to fly or cross to the Island shall be granted 5 days per year in which the sub rate plus associated retirement costs of the sub rate be deducted from the teacher's pay to cover the absence. Absences in excess of the 5 provided in this section shall be docked on a basis of 1/180th per absence.

5. If commercial transportation facilities are available, and if the teacher fails to make use of said facilities, the time will be deducted on 180th of their salary or pro-rated thereof, subject to the Superintendent's discretion. If the Superintendent decides that the reason for the absence was valid, the teacher will be allowed to use a deduct from their store of personal and/or sick days.

6. The Superintendent's decision will be final and not subject to the grievance procedure.

C. Teacher and Student Days.
The Board and the Association agree that teachers will be scheduled for a minimum amount of time that the Michigan Department of Education or state law defines as an academic school year in the State Aid Act.

D. Make-up Days.
Any days lost because of emergency school closings or conditions beyond the control of school authorities which the State Department of Education or state law requires to be made up or rescheduled or which must be made up or rescheduled to avoid loss of State Aid will be rescheduled. Teachers will perform their regular duties for rescheduled days or time without additional compensation.

E. Demands Beyond the Teaching Day and Beyond time Scheduled for Students.
The Association and its members recognize that their responsibilities require the performance of some duties that involve the expenditure of time beyond the normal teaching day. Among those responsibilities, which teachers agree to assume, are staff meetings, in-service meetings, parent-teacher conferences, class sponsorship activities and attendance at Board meetings, in which that are directly involved or to which they have been invited to be available for presentation. When possible, a forty-eight (48) hour notice will be given.

F. Teacher Lunch Period.
When possible teachers will be given an uninterrupted thirty (30) minute lunch period. However, teachers may be requested to take turns in supervising lunch/recess period while eating with the students. When not called upon for lunch duty a teacher, upon notifying the school office, may leave the building to attend to personal business which cannot be transacted during non-school time, banking, etc.

G. High School Preparation Time.
When possible, teachers of grades seven through twelve will be given a preparation period free from classroom teaching assignments.

1. During such preparation period, teachers will be available for student conferences, parent conferences, and/or administrative conferences.

2. If, because of reduction in personnel and/or shortage in personnel, becomes necessary to assign a classroom teacher to classroom duties during such preparation period, such assignments will be discussed first with the Association.

H. Elementary School Preparation Time.
When possible, teachers of grades kindergarten through six will be given a preparation period free from classroom teaching assignments.

1. During such preparation period, teachers will be available for student conferences, parent conferences, and/or administrative conferences.

2. If, because of reduction in personnel and/or shortage of personnel, it becomes necessary to assign a classroom teacher to classroom duties during such preparation period, such assignments will be discussed first with the Association.

ARTICLE 17: TEACHER ABSENCE REPORTING

A. Telephone Reporting.
Teachers will be informed during their orientation of the telephone number(s) they will call to report their unavailability for work. When a teacher is unable to work, he will call the telephone number(s) provided as early as possible, but no later than ninety (90) minutes prior to the teacher's scheduled reporting time, in order that arrangements can be made for a substitute.

B. Reporting Absence Known in Advance.
If a teacher knows that he will be unable to return to work the next day following an absence, he will report accordingly before the end of the school day of the day prior to the absence.

ARTICLE 18: SCHOOL CLOSING

A. Reporting for Work.
It is expected that teachers will report for work at their regular time, or as soon thereafter as conditions permit, unless they have been notified by the Superintendent or his/her designee not to report for work.

All school closings shall be called in by 8 a.m. on 9&10 News, School Social Media Sites, and text/email via school messenger.

B. Unable to Report.
A teacher will notify the Superintendent or his/her designee as soon as possible of any situation with makes it impossible for him/her to report to work.

ARTICLE 19: USE OF SCHOOL FACILITIES

A. Use of School Building.
After dismissal of students for the day and prior to 5:00 p.m., the Association may use certain facilities, without cost, for its regular meetings, special meetings, etc., provided that the Superintendent or his/her designee is notified in advance and approves the request, and determines that such use does not conflict with or interrupts normal school operations. All requests for use of school facilities after 5:00 p.m. on holidays and/or weekends must likewise be authorized by the Superintendent or his/her designee. The Association agrees to see that the building is properly secured before the last member's departure.

B. Use of Bulletin Boards.
Bulletin boards may be used to post notices of meetings and announce other information necessary for its administration.

C. Mailboxes.
The Association may use school mailboxes for organization material.

D. School Equipment.
The Association may use school equipment normally available to teachers, provided that such equipment is not otherwise in use. The Association will pay for the current cost of all material incident to such use, including damage to equipment, if any. Equipment will not be removed from the school building without the prior approval of the Superintendent or his/her designee

E. Tutoring and Building Use.
Teachers will not tutor for pay in the school building during the school year unless they have the advance approval of the Superintendent.

F. Duly Authorized Agents.
Duly authorized representatives of the Association will be permitted to transact official Association business on school property at reasonable times, provided that such use shall not interfere with or interrupt normal school operations, and that use of the school facilities has been authorized by the Superintendent or his/her designee.

ARTICLE 20: INFORMATION REQUESTS

A. Information to Association/Board.
The Employer agrees to furnish to Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to:

Annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations (including county allocation board budgets); agendas and minutes of all School Board meetings; treasurer's reports; census and membership data; names and addresses of all bargaining unit members; salaries paid thereto and educational background; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members and their clients, together with information which may be necessary for the Association to process any grievance or complaint.

B. Discussion of Views.
Upon written request by the Association, the Board will give the Association an opportunity to discuss its views with the Board before the Board takes final action on the following matters:

1. Proposed referenda on millage of bond issues;
2. Proposed major revisions of educational policy;
3. Proposed reductions in personnel.
4. Letters of intent.

ARTICLE 21: CONTRACT REVIEW

A. Meetings.
The Superintendent and/or his/her designated representative(s) and the president of the Association and/or his/her designated representative(s) may meet for the purpose of reviewing and discussing mutual concerns about this Agreement. The time of such meetings will be mutually determined by the Superintendent and the Association president.

B. Waiver.
It is recognized that during the life of this contract matters of mutual concern may come up from time to time. The parties agree to meet, confer, and attempt to resolve such matters. Either party may request discussions leading to the resolution of these matters and after the initial meeting, additional meetings must be mutually agreed upon. It is also agreed that this contract will not change except if mutually agreed to in writing.

ARTICLE 22: - INSURANCE

A. Premium Contributions.
Contributions for insurance premiums are provided at Board expense for a 12 month period from September 1 to August 31. Teachers will pay any deductible and prescription co-pays.

B. Extent of Coverage.
The Board does not obligate itself to expend the total per teacher limit of said insurance premiums if the cost of such coverage for any individual teacher is less than the amount set by the Board for premium contribution.

C. Amount of Coverage.
The Board agrees to provide the cost of insurance for the teacher and his/her eligible dependents, subject to the limitations contained herein, through the length of the contract.

1. Full Year but less than Full Time. Certified teachers employed Less- than full time will receive a pro-rated share of insurance coverage. The basis of proration shall be set forth in the individual's contract.

2. Full Time for Less than a Full Year. For a full-time teacher who will have taught for less than a full year, said insurance coverage will be determined by dividing the amount of insurance to which said teacher would have been entitled as a full-year teacher by days in session and multiplying that amount by the number of contractual days with students.

3. Full-Time. For a full-time teacher the following insurance benefits will be provided: medical, dental, life and vision. Current employee benefits can be found at the end of this bargaining agreement.

D. Effect of Employment Termination.
Teachers whose employment terminates prior to the expiration of their contract will have their insurance coverage prorated by dividing that teacher's coverage by days in session and multiplying that number by the number of full-time equated student Instructional days completed.

E. Continuation of Coverage
Teachers or their families may continue their health insurance coverage as specified by law by paying the cost of their monthly premiums directly to the District.

F. Naming Carrier/Number of Companies.
The District will make payments to no more than two (2) health insurance companies. The District reserves the right to name the carrier(s) for health insurance and may change such carriers upon written notification to the Association President, with the coverage from said carrier commencing sixty (60) days from the date of notification of the Association President.

ARTICLE 23: ASSOCIATION DAYS

A. Number and Conditions.
The Board will allow Association representatives an aggregate total of five (5) days of released time, not chargeable to the teacher's sick leave and/or personal leave, with pay, to attend state and/or national workshops, conventions, and/or meetings, provided that:

1. The total number of days per school year for Association representatives does not exceed five (5) school days;

2. The Association agrees to pay the cost of substitute teachers hired to cover the assignment of Association representatives during their absence;

3. No more than two (2) Association representatives may be absent concurrently for such activities;

4. Qualified substitutes are available to cover the assignments of Association representatives attending such functions;

5. All expenses connected with such activities will be paid by the Association and/or its representatives;

6. The Superintendent, as the Board's representative, has been given at least five (5) days prior notification of the activity to be attended and the name(s) of the Association representatives attending same.

B. Final Authority.
The Superintendent has the right to refuse a request to attend a function by a teacher who has a record of prolonged absence from the classroom. The Superintendent's decision will be final and not subject to the grievance procedure. However, this is limited to association leave.

ARTICLE 24: LEAVES OF ABSENCE

A. Compensation and other Exclusions.
Unless otherwise provided by this Agreement, all Leaves of absence which may be granted will be without compensation, fringe benefits, retirement benefits and/or experience credit applicable to the salary schedule.

B. Extent of Leave and other Conditions.
No extended leave, with the exception of that granted for service in the armed forces of the United States, will be for a period of more than one (1) school year.

C. Association Representative Leave.
The Board may grant one (1) teacher, designated by the Association, a leave of absence (without pay) for one (1) year for the purpose of engaging in Association activities at the State or National level.

D. Educational Improvement.
Unpaid leave of absence for not more than one (1) year shall upon recommendation of the Superintendent and approval of the Board, be granted for educational improvement as follows:

1. Study related to the teacher's field of certification;

2. Study to meet eligibility requirements for certification other than that held by the teacher at the time of application for such leave of absence;

3. Study, research or special teaching assignments involving advantage to the District.

E. Military Leave.
Unpaid military leave will be granted, upon written application, for induction or enlistment in Lieu of induction into any branch of the armed services of the United States for the duration of any conflict or for a period of one enlistment.

F. Sick Family Member.
A leave of absence without pay shall, upon recommendation of the Superintendent and approval of the Board, be granted for not more than one (1) year for the purpose of caring for a sick member of the teacher's immediate family.

G. Public Office.
The Board may grant a leave of absence without pay to any teacher for the purpose of campaigning for and/or serving in any public office, unless prohibited by law. Such leave will be granted for not more than one (1) year.

H. Child Rearing.
An extended leave without pay of not more than one (1) year may be, granted to any teacher for the purpose of child rearing.

I. Disability Leave.
Upon exhaustion of the teacher's accumulated sick leave, an unpaid leave of absence, not to exceed one (1) year, may be granted to any eligible teacher for recovery from temporary disability.

1. The teacher will request, in writing, a leave of absence for disability. The teacher shall request the beginning and ending dates of leave, with the final decision being made by the Board.

2. Prior to returning from leave, the teacher will present a written statement from his/her doctor certifying his/her fitness to resume his/her normal job responsibilities.

3. Lesson plans shall be submitted to the substitute teacher for the first week of absence.

J. Jury Duty and/or Serving as a Witness.
The teacher shall be paid with the following qualifications:

1. The teacher shall remit to the District the juror fees received from the Court, or the teacher will give written authorization to the District to deduct same from his/her pay.

K. Other Requests.
The Board will consider other requests for leaves, upon written application by the teacher to the Superintendent.

L. Leave of Absence Requirements.
Upon the granting of a leave of absence for the purpose of this article, the following requirements shall apply:

1. The District and the teacher shall enter into a formal letter of agreement with a copy-sent to the Association President.

2. The agreement will contain the specific terms of the leave.

3. The agreement will contain a statement that failure of the teacher to comply with the terms of the leave or to give the required notice is cause for termination of employment and their position shall be deemed vacant.

ARTICLE 25: SICK LEAVE

A. Granting of Sick Leave.
Sick leave will be granted as follows:

1. Less than Full-time Teachers. Teachers teaching less than full-time, but more than half time, will be entitled to a pro-rated number of sick days according to their contractual status - probationary or tenure.

2. Probationary and Tenure Teachers will be entitled to twelve (12) sick days per year upon signing his/her contract for the school year. Such days will not be available for his/her use prior to the beginning of the new school year.

A teacher failing to complete the school year for reasons other than personal illness will have one (1) sick day deducted for each twenty (20) student instruction days or portion thereof not completed. In the event the teacher has used all sick days which would have been available had he/she completed the school year, he/she will have such days which exceed these limitations deducted from his/her final pay on the same pro-rated basis.

B. Accumulation of Sick Leave.
Sick leave days and unused personal business leave days may be accumulated as follows:

1. The unused portion of the teacher's sick leave shall accumulate from year to year to a maximum of one hundred fifty (150) days. Each teacher is made aware of accumulated days including days of the current school year as indicated on their bi-weekly pay stub.

2. Unused personal business leave days will be added to the teacher's accumulated sick leave at the end of the school year.

C. Involuntary Sick Leave.
Upon the recommendation of the Superintendent the Board may require a teacher to submit to physical and/or mental examinations by qualified physicians to determine whether or not

involuntary sick leave is warranted. Such required examinations will be at the expense of the Board.

1. In the event the Board determines that involuntary leave is warranted, based on the physician's written report, the teacher's absence while on such leave will be charged against the teacher's sick leave. At such time as the teacher exhausts his/her accumulated sick leave, he/she will be considered to be on temporary leave. Salary and/or other compensation shall terminate, except those which may be pro-rated on the basis of the number of instructional days taught by said teacher. Insurance benefits shall continue until October prior to the beginning of the next school year unless the teacher is terminated, or chooses to resign from the District.

2. In the event the teacher refuses to submit to such examination, such refusal may be grounds for immediate termination of said teacher's employment. In this case, the teacher will not be entitled to any leave days, and all benefits, compensation, and obligations to said teacher by the District will immediately terminate.

3. In the event that the teacher disagrees with the results of said examination(s), he/she may obtain a second medical opinion by a qualified physician at his/her own expense.

4. The decision to place the teacher on involuntary leave will rest with the Board.

5. The Board will comply with the Tenure Act when placing a teacher on involuntary leave.

6. In the event the teacher has exhausted all sick leave, all days missed beyond the teacher's available sick leave will be on the basis of no pay.

D. Absence in Excess of Five Days.
In the event there is a pattern of absenteeism, suspected abuse of leave or the teacher is absent for illness in excess of five (5) consecutive school days, the Board may require an examination by a physician selected by the Board. Such examination will be at the Board's expense. In lieu thereof, the Board may require the teacher to provide written confirmation of his/her incapacitation by his/her physician and at the teacher's expense.

E. Use of Sick Leave for Reasons Other Than Personal Illness or Injury.
In addition to personal illness and/or personal injury, leave of absences may be granted with pay and chargeable against the teacher's sick leave by the Superintendent or his/her designee upon written application by the teacher within the following limitations:

1. Emergency Illness. Two (2) days when emergency illness and/or injury in the teacher's immediate family requires him/her to make arrangements for care. Immediate family is defined as husband, wife, mother, father, sister, brother, children, grandchildren , father and mother-in-law, daughter and son-in-law, and grandparents of member or spouse. This also includes a dependents living in the immediate household.

2. Critical Illness in the Immediate Family. Up to five (5) days per school year.

3. Health Related Examinations/Consultations. Dental, medical, and/or optical examinations, appointments, and/or consultations.

4. Other. Other absences may be permitted at the discretion, and upon the sole judgment, of the Superintendent provided that the reason(s) for such absence is given to the Superintendent and that the teacher's record of absence from the classroom is not excessive.

F. Reason for Denial of Requests for Leave.
Requests for leaves for other than personal illness/injury and/or death in the immediate family may be denied by the Superintendent upon the facts in each case subject to the following limitations including, but not limited to:

1. The availability of qualified substitutes and/or District personnel to cover the absent teacher's assignment;

2. Requests for absence during teacher orientation days and/or in-service days. The Superintendent may waive the in-service days Absence if the teacher's presence is not critical and provided that the teacher makes up any work missed by his/her absence.

3. Requests for absence during the last week of school or prior to vacation periods.

4. Requests for the day(s) prior to and immediately following a regularly scheduled school vacation.

G. Notification of Denial of Request for Leave.
If a teacher's request for leave is denied, then the Superintendent or his/her designee will notify the teacher accordingly, prior to the requested Leave date.

H. Using Accumulated Sick Leave for Education.
Teachers who are enrolled at an accredited university or college may convert up to fifty percent (50%) of their accumulated sick leave as determined by October 1st of each school year at the rate of fifty dollars ($50) per day to pay for college tuition, fees, and books. The courses should be related to the teacher's field or broaden the teacher's knowledge to enhance learning in their classroom. This policy reinforces the school's mission of creating life-long learners. Reimbursement will be made upon documentation of the expenses incurred within sixty (60) days after said documentation has been supplied to the Board.

I. Personal Illness Beyond Accumulated Sick Leave.

1. The teacher will provide a statement from his/her physician to the Superintendent verifying that such absence is necessary.

2. An extension may be granted by the Board, but not for more than one (1) year at a time.

3. Upon returning from such leave, the teacher will be assigned to the same position, if available, or to a position for which he is certified and qualified.

4. The teacher's intention to return to a teaching position during the next school year will be made, in writing, prior to March 15th.

5. If a teacher whose sick leave has been extended does not apply for a leave of absence, specifying when he will return, within fifteen (15) calendar days of receiving a certified letter containing a copy of Article 25, Section H, the individual contract between the teacher and the Board will become null and void.

6. Sick Leave – Donation to Staff Member.

A full time staff member who is covered under this contract may donate up to 10 of their sick days, in a year, to another full time staff member who is covered under the contract if the receiving staff member has depleted their sick bank.

ARTICLE 26: PERSONAL BUSINESS LEAVE

A. Number of Days.

The Board agrees to provide personal business leave days with pay and not chargeable against the teacher's sick leave as per the conditions following.

1. Probationary Teachers. After completing the first ten (10) days of instruction in any school year, a probationary teacher will be entitled to a maximum of three (3) personal business days per school year.

2. Tenure Teachers. After completing the first ten (10) days of instruction in any school year, a tenure teacher will be entitled to a maximum of five (5) personal business days per school year.

3. Less Than Full-Time Teachers. Teachers who teach less than full- time, but half time or more, will be entitled to a pro-rated portion of the personal business days to which they are entitled according to their contractual status.

B. Accumulation.

Personal business days may not be accumulated from year to year. Unused personal business days will be added to the teacher's accumulated sick leave at the end of the school year.

C. Personal Business Leave Days.

Each year tenured teachers may use five (5) days and probationary teachers three (3) days for personal business, prorated for employees who work less than a full year. Teachers may use up to three (3) days consecutively. An employee shall notify his/her principal/supervisor at least five (5) days in advance for personal leave, except in cases of emergency.

1. Personal leave days shall not be used for the following purposes:

- Picketing or demonstrating of any sort.
- An absence on the first or last day of any school year.
- For an absence on any two (2) days immediately prior to or following a holiday, break, or school vacation in the same week as the holiday, etc.
- For an absence on any record day.

NOTE: The Superintendent may grant exceptions to the above restrictions.

2. If more than three (3) employees apply for personal leave on any given day or days, the first three (3) of applications will be approved.

3. Employees shall be granted, at the beginning of each school year, up to five (5) days per death bereavement leave, to be used in connection with the family member's death, including a spouse, parent, brother, sister, children, grandchildren, parent-in-law, grandparent, and similar step- and in-law relatives. The Superintendent may, at his/her discretion and under unusual circumstances, grant additional time in the case of the death of a person other than those listed who may have a special relationship to the teacher.

D. Leave Caused School Closing.
In the event that teachers must be absent for reasons contained in this Article and their assignments cannot be covered, and school must be closed therefore, the Association agrees that such day(s) will be made up without the District providing the teachers with any extra compensation beyond their contractual salary. This is intended to cover situations of mass absences and other emergencies.

E. Use of Personal Business Days for Employment.
The use of personal business days for reasons of employment other than by the Mackinac Island Public School will be prohibited. Violation of this provision may result in the termination of the teacher's contract.

F. Notification of Denial of Request for Leave.
If a teacher's request for leave is denied, then the Superintendent or his/her designee will notify the teacher accordingly prior to the requested leave date(s).

ARTICLE 27: MISCELLANEOUS

A. A tenure teacher who for reasons other than personal illness and/or death in the immediate family fails to report for the first ten (10) days of the new school year will be terminated.

B. All compensation due the teacher under this Agreement shall be paid to said teacher's beneficiary(ies).

C. The parties agree that the school building shall be a smoke free zone during the hours of regular classroom instruction and scheduled student extracurricular activities.

ARTICLE 28: EXTRA DUTY ASSIGNMENTS

A. Present Extra Duty Assignments.

The Board agrees to compensate organizers/leaders of extra-duty clubs. Employees shall be paid a stipend for the following duties that are performed outside a contracted employee's job responsibilities.

$600 Stipend	$1000 Stipend
JV Cheerleading	Robotics Coach
JV Basketball	Esports Coach (2 seasons)
Testing Coordinator	Close-Up Sponsor (travel years only)
11th Grade Sponsor	12th Grade Sponsor
Online Course Manager	
Preschool Director	
Reproductive Health Advisory Board Facilitator (review years only)	
PBIS Coordinator	
Mentor Teacher (documented monthly meetings required)	

Varsity Basketball, Volleyball, and Soccer

Steps 1-4	$3000
Steps 5-9	$3250
Steps 10+	$3500

Varsity Track & Golf

Steps 1-4	$2000
Steps 5-9	$2250
Steps 10+	$2500

The above chart will serve as the 24-25 year baseline. Coaching steps will then receive pay increases aligned with the yearly percentage increases set forth by the current teaching contract. Therefore, if the salary schedule increases at 2.25% for the calendar year then the coaching step scale will also increase at the same rate.

B. Additional Positions.
The Board will consider additional activities, upon presentation in writing, through the Superintendent, of a proposal for said activity.

1. If approved, such positions will be subject to all provisions and conditions of this Article, plus any additional stipulations considered appropriate to the position.

2. Compensation for such positions will be established on a flat dollar rate and will not be tied to the salary schedule of the District.

3. Any activity which any persons have conducted prior to Board approval and without discussion with, and written approval of, the Superintendent or his/her designee need not be considered for compensation for any and/or all expenditures prior to the next school year. The District will incur no liabilities for the year, or part thereof, during which such activity was conducted without approval.

C. Assignment Conditions.
The assignment of extra duty responsibilities will be made within the following guidelines.

1. Compensation for such assignments will be set by the Board;

2. Extra duty assignments will be open to any qualified person, whether or not a member of the Association;

3. It is understood that such positions are exempt from:
   a. Seniority;
   b. Tenure;
   c. Fringe benefits;
   d. Grievance

4. Assignments will be made on an annual basis. Annual appointment and/or continuation of appointment and/or position will be at the discretion of the Board or its designated representatives.

D. Obligations and Conditions of Reimbursements.
1. A person who accepts assignments under this Article agrees to carry out all responsibilities as are described by the Board for such activity.

2. Failure to carry out such responsibilities and duties will result in no payment to the person involved.

3. It is understood that the financial transactions of any activity will be under the direct supervision of the individual in charge, and that such procedures will conform to the District policy concerning same. Where the person in charge has failed to follow such and/or to adequately protect and/or account for funds under his/her supervision and/or control, said person will be held liable for losses, irregularities, etc. and said person shall also be subject to discipline up to and including discharge.

4. Unless otherwise determined by the Superintendent, reimbursement will be made at the conclusion of the activity after completion of the activity's financial report and its presentation to the Superintendent or his/her designee.

ARTICLE 29: SCHOOL CALENDAR

A. Association Cooperation in Development.
The Association president agrees to appoint two (2) members of the Association to work with the District in establishing a Preliminary calendar for presentation to the Board.

B. Presentation of Calendar.
Prior to the second week of August, the Board and/or its designated representative will present the Association President with a proposed calendar for the current school year. Within two (2) weeks from such presentation, the Association will be provided an opportunity to present suggested changes and/or revisions in said calendar prior to official adoption of same by the Board.

ARTICLE 30: SALARY SCHEDULE AND CONDITIONS

A. General Conditions.

1. Advancement on the salary schedule shall be in accordance with the academic preparation guidelines contained in the salary schedule.

2. Step advancement shall be based on 1 step per contract year. Step advancement for less than full time employment and/or less than a full year shall be prorated based on the amount of the contract/academic year that has been completed. Advancement shall occur when a teacher has completed 1 contract/academic year, as defined by the Michigan Department of Education, this contract, and/or the State Aide Act.

3. If a successor agreement has not been reached by the date of expiration, pay is retroactive upon ratification of the new Master Agreement.

4. Changes in Degree Schedule. A teacher who, by academic preparation or change of certification, becomes eligible for a change in assignment will be moved either at the beginning of the school year or at the beginning of the semester, provided that:

a. A copy of documentation of credits earned by the teacher is provided prior to such times to the Superintendent or, in lieu thereof, a certified letter from the University awarding the degree/credits is forwarded directly from such University to the Superintendent, verifying that the teacher has been, or will be, awarded the degree/credits.

b. A valid teaching certificate shall be presented to the Superintendent by the teacher.

B. Credits Above Bachelor Degree.
B.A. + 18 Semester Hours. To be eligible for advancement on the salary schedule the teacher must:

1. Provide the Superintendent with documentation that he or she has completed the requirements set down by the State of Michigan for such.

C. Salary Schedule - Longevity Clause.
After 14 years of recognized teaching experience, the teacher shall receive an additional 2% of their annual salary.

After 19 years of recognized teaching experience, the teacher shall receive an additional 3% of their annual salary.

After 24 years of recognized teaching experience, the teacher shall receive an additional 4% of their annual salary.

D. Salary Schedule 2024-2027 School Years.

The salary schedule below reflects a 3.85% increase for the 2024-2025 school year.

In addition, an off schedule stipend of 4.15%, based on the pay scale experience step, will be given to professional staff.

2025-2026 The salary schedule will reflect an increase based on the April CPI plus 0.1% over the previous school fiscal year. Any such increase will be limited to a range of a minimum of 2% and a maximum of 4.5%.

2026-2027 The salary schedule will reflect an increase based on the April CPI plus 0.1% over the previous school fiscal year. Any such increase will be limited to a range of a minimum of 2% and a maximum of 4.5%.

2024-25 SALARY SCHEDULE			Step Inc % 1.0385			
STEP		BA	BA+18	BA+35 / MA		MA+18
1		45,336.27	46,695.82	48,097.19		49,536.70
2		48,263.28	49,711.43	51,203.59		52,739.33
3		51,194.01	52,729.49	54,309.28		55,923.52

4		52,931.27	55,746.34	57,415.93		59,140.90
5		57,051.75	58,605.69	60,526.27		62,341.06
6		58,662.29	61,781.24	63,631.71		65,542.45
7		62,909.48	67,766.10	66,733.45		68,742.62
8		64,438.83	67,816.16	69,849.93		71,944.01
9		68,280.00	70,829.31	72,956.59		75,144.18
10		70,124.31	73,847.38	76,063.25		78,346.81
11		74,626.19	76,865.45	79,169.90		81,546.97
12				82,279.03		84,747.13
2% after 14 years		76,118.71	78,402.75	83,924.62		86,442.07
3% after 19 years		76,864.98	79,171.41	84,747.41		87,289.55
4% after 24 years		77,611.24	79,940.06	85,570.20		88,137.02

- **Retirement Clause**

A teacher who has been employed for a minimum of 10 years as a teacher at the Mackinac Island Public School and is retiring from the Mackinac Public School, may convert up to 150 of his/her accumulated sick/personal days at the rate of twenty-five ($25) per day.

Mackinac Island Teacher Contract Agreement

The Mackinac Island Board of Education and the Mackinac Island Education Association agree to the following:

1. The collective bargaining agreement is for the term of July 1, 2024 through June 30, 2027.

Mackinac Island School Board Negotiating Team

Kelly Lipovsky /Superintendent — Date: 1/16/25

Jason St. Onge, President — Date: 1/15/25

Mackinac Island Education Association Negotiating Team

Liz Burt, Co-President — Date: 1/17/25

Robert Klco II, Co-President — Date: 1/17/25