

**AGREEMENT BETWEEN  
SAULT STE. MARIE AREA PUBLIC SCHOOLS  
BOARD OF EDUCATION  
AND THE  
SAULT EDUCATION ASSOCIATION**

**JULY 1, 2023-JUNE 30, 2026**

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## AGREEMENT

This Agreement is entered into this 13<sup>th</sup> day of July, 2023 (settlement date), by and between the Board of Education of the Sault Ste. Marie Area Public Schools, hereinafter called the "BOARD" and the Sault Teachers Association of the Sault Education Association, Michigan Education Association and the National Education Association, hereinafter called the "ASSOCIATION". This Agreement is effective from July 1, 2023 through June 30, 2026.

### ARTICLE I RECOGNITION

- A. The Board hereby recognizes this Association as the exclusive and sole bargaining representative for all certified teaching personnel traditionally included in this Association, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, District Administrators, Principals, Assistant Principals, and Supervisors within the meaning of the Public Employment Relations Act, and employees funded by the Indian Education Act. The term "employee", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. Nothing herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention by 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.

### ARTICLE II EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act ("PERA"), MCL 423.201 *et seq.*, as amended, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. Membership in the Association shall be voluntary and at no time shall membership in the Association or the payment of any dues or negotiation fees be a condition of employment. As a duly elected body exercising governmental power under code 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 employee in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that is will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or 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 State Labor Mediation Board, or a mediator from such public agency.

- C. The Association and its employees shall have the right to use school building facilities at reasonable hours for meetings subject to the Board policies for all public groups. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association (not exceeding dimensions of one-inch square) either on or off school premises. A suitable bulletin board (a minimum of fifteen square feet) shall be provided for the employees in each building. This may either be in the employees' lounge or the employees' workroom or elsewhere agreeable to the principal and employees of the building. Reasonable use of established media of communication shall be made available to the Association and its employees within the established regulations for the use of that media.
- D. The following rights of employees are also recognized by the Board:
  - 1. Opportunities for in-service training.
  - 2. Capable aid from principals, supervisory personnel, and special services personnel.
  - 3. Classroom facilities suitable for the type of learning desired and creative of a pleasant atmosphere through cooperative efforts of employee and pupils.
  - 4. Materials for instruction adequate for the work at hand and made available at the time they are needed.
  - 5. Participation in programs pointed toward improvement in curriculum, methods, and policies, which may affect them. This program shall include the selection of textbooks and other teaching materials and aids.

ARTICLE III  
BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students;
  - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  - 5. To make reasonable provisions for the health, safety, and first aid of its employees during hours of employment;
  - 6. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are

in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE IV  
EMPLOYEES' HOURS

- A. The Board recognizes the principle of a standard 40-hour workweek and will, so far as possible, set work schedules and make professional assignments that can be reasonably completed within such standard workweek. The Board will not require employees regularly to work in excess of such standard workweek within or outside of any school building.
- B. The working day for all teaching positions shall be so scheduled that not more than thirty-five (35) hours per week shall be assigned to be within the classroom and/or adjacent playgrounds or corridors. At least five (5) of these hours shall be arranged free of student supervision, so that the employee will be able to confer with students, prepare classroom activities, make optimum preparation of items to be used in classroom and other related activities. Intervention Specialists and Counselors shall be expected to coordinate their 40 hour week schedule, including conferences and meetings, with their building principal.  
Except in an emergency, a classroom teacher will not be required to teach children for more than six (6) hours twenty (20) minutes per day or thirty-one (31) hours and forty (4) minutes for the week.
- C. An additional five (5) hours of preparation, planning lessons, conferring with parents or community personnel, evaluating pupil responses, researching desirable teaching items, and conferring with students will be expected of the employee to be done at the times and places of optimum efficiency, not necessarily in the school. Principals and supervising personnel will be responsible for advising and instructing employees in order to use this time most effectively and efficiently. This will include any extra-curricular responsibilities assigned to and accepted by the employee for which he/she is not otherwise compensated.
- D. Recognizing the principle of the seven (7) hour work day, the administration agrees to provide a daily thirty (30) minutes duty-free, uninterrupted preparation period for all elementary teachers.
- E. When elementary employees are required to administer and correct standardized tests, one-half day will be made available free of all other teaching and supervisory duties. This day will be scheduled within two (2) weeks of the prescribed testing period.
- F. All employees shall be entitled to a duty-free lunch period of at least thirty (30) minutes, unless extenuating circumstances arise where this is impossible.
- G. The employee has the responsibility for all students assigned to him/her during the full length of the working day. Teaching shall include the duties of instruction, guidance, discipline, safety, hygiene, and care of the students in addition to duties specified by the Administration or by direction of the Board. The employees' duties to the student are not confined to the classroom but extend to the corridors, the restrooms, playgrounds, or to school trips as well as to any place where the employee is in charge of pupils.
- H. All necessary and Board approved activities which require more than the usual amount of time, effort, skill, or responsibility shall be subject to negotiation and compensated for above the base salaries as stated in Appendix C.
- I. Elementary and Middle School teachers shall be granted one-half (1/2) day each semester as preparation time for parent-teacher conferences. If these conferences are held prior to the end

of the marking term, these teachers shall be granted one-half day at the end of the term to complete report cards.

- J. The Association will use its best efforts to assist the administration whenever necessary in filling extra-curricular assignments.
- K. The Board agrees not to schedule collective bargaining sessions or grievance proceedings during hours when classes are in session. For those sessions scheduled by an outside agency in which both parties must participate, those teachers required to participate shall not suffer loss of pay or benefits, but the Association shall pay the cost of the substitute teacher. This clause shall not apply to Step One of the Grievance Procedure. Exceptions to the above may be made only by mutual consent of the parties.

ARTICLE V  
EMERGENCY SCHOOL CLOSING

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes that threaten to interfere with such operations. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Employees Relations Act, nor will the Association, during the term of this Agreement, make sanctions.

Scheduled days of student instruction which are not held because of inclement weather conditions, fire, or other epidemics or health conditions will be rescheduled to ensure that the District will not incur a loss of state aid. Teachers will receive their regular pay for days that are cancelled but shall work on the rescheduled days if needed.

When an individual school building is closed, those employees will not have to report.

ARTICLE VI  
TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load to which an employee is assigned shall conform to generally accepted professional standards for the level of teaching, the area of teaching, and the facilities available to the public schools for the support of education.
- B. Maximum class responsibilities shall be as follows:

Class size in the elementary grades shall be determined in the following manner:

Elementary Class Sizes

|                  |            |     |            |
|------------------|------------|-----|------------|
| Jr. Kindergarten | 19 Maximum | 2-3 | 27 Maximum |
| Combinations     | 24 Maximum | 4-5 | 28 Maximum |
| K-1              | 26 Maximum |     |            |

Overload Language:

In cases of emergency, as determined by the Superintendent, after the Fall Count, the class sizes as stated in Section B, may be exceeded by three (3) students. Reimbursement will be paid to teachers having an overload (excluding classes that are team or co-taught) at a rate of \$150.00 per student over the contractual class size limits. To qualify for the overload pay, the enrollment in that class must exceed the contractual class size limits for twenty-five (25) days in any

semester. Reimbursement through regular payroll will be paid at the end of each semester. It is the teacher's responsibility to apply to the Principal for reimbursement within ten (10) days after the end of the semester. The principal will verify the request and forward it to the Business Office for payment.

At the elementary level, Art, Music, and Physical Education teachers will not be required to teach in excess of the time required for regular elementary classroom teachers. Time to change classes and assignment is included within teaching time.

- C. An employee who feels that his/her class size, which may be less than above limits, demonstrably affects his/her ability to effectively teach may request action from the Class Size Committee. Requests for action shall follow this procedure: The employee shall make the building principal aware of the fact, in writing, that said employee has a problem because of class size. If the principal does not or cannot solve the problem, the employee or the Association may request action of the Class Size Committee. The Association may not file a request without the consent of the individual teacher.
- D. Within five (5) days of the date that the above determined class sizes are exceeded, the affected teacher along with a Building Representative may contact the appropriate principal or immediate supervisor to consider alternatives. If no mutually satisfactory solution is found within three school days, the teacher may appeal to the Class Size Committee.  
The Class Size Committee is to be made up of two (2) administrators chosen by the Administration and two (2) employees chosen by the Executive Board of the Sault Education Association. There shall be separate elementary and secondary committees. The Class Size Committee shall meet within five (5) school days to determine how to alleviate this situation.
- E. The responsibility to convene the committee rests with the principal. All individual decisions made by the committee as to the class size are to be binding and implemented within a week of said decision, unless waived by mutual consent of the SEA Board and the Administration. The committee must reach a decision within two (2) weeks from the first date the committee is convened.
- F. In order to encourage innovation and/or to improve the educational process, any building or level may change the teaching day, or parts of it, hours of instruction, or class size, by mutual agreement between the Board and the Association.
- G. In the Middle School and High School where students change classes each period, the teaching load shall be teaching five (5) of six (6) or six (6) of seven (7) periods.  
General Classroom: 150 students per day for a six (6) period day and 175 students per day for a seven (7) period day, thirty (30) students per class. An overload of two (2) students in three (3) of the classes daily is acceptable but in no instance will 150/175 be exceeded.  
Music: 225 students daily; class size to be determined by the activity.  
Physical Education: Thirty-eight (38) students per class period.  
Malcom High School – The regular school day shall be equal length to that of other high school students or as indicated in an approved State of Michigan Waiver; 200 students per day, teaching seven (7) of eight (8) periods.
- H. In classrooms such as shops and laboratories where teaching stations are a limiting factor, it is agreed that the number of students will be consistent with the number of teaching stations.
- I. The above stated class size limits must be achieved no later than four (4) weeks after the opening of school, and start of the second semester. Administration will attempt to correct

overloads before that time, in order to prevent disruption in the educational process for students.

- J. A class size count will be given to the Association within three (3) working days of each official count day upon written request.
- K. Administration will assure that attendance reporting procedures are similar and uniform in all buildings.
- L. The counselors will work ten (10) extra days in addition to the regular contracted school year. The purpose for these extra days is to allow them to complete the necessary tasks related to year-end, summer school and the scheduling for the start of the new school year. They will be paid for seven (7) extra days at their individual daily rate and will receive three (3) extra personal days. These three (3) additional personal days will not be deducted from their sick days.

It is agreed that the use of these three (3) additional personal days will be managed by the counselors individually in a way that will cause the least disruption to their school building and still allow for the completion of the scheduling requirements of the district.

The ten (10) extra days will be five (5) in August and five (5) in June, unless other arrangements are made with their building principal.

#### ARTICLE VII WORKING CONDITIONS

In addition to teaching conditions already covered under Employee Rights, the following subjects are recognized:

- A. An employee shall not be required to drive a school bus as part of his/her regular assignment.
- B. No employee shall be required to chaperone any activity, which takes place after the close of the school day. This includes dances, student carnivals, parties, and activities of a similar nature.
  - 1. The Board states that the principals will work out a plan providing for the proper chaperoning of such activities based upon student help, parent help, and freely volunteering employees.
  - 2. This section relates only to social activities. It is expected that employees will participate in all professional activities, which enhance the individual employee, the profession, and the school.
- C. The Board shall make available in each school adequate restrooms and lavatory facilities exclusively for employee use. A room shall be appropriately furnished and shall be reserved for use as a faculty lounge.
- D. Telephone facilities shall be made available to the employees for their reasonable use with respect to school business. Personal use of telephones will be confined to emergency or unusual needs that could not normally be expedited on off-hour time.
- E. The Board agrees to make available in each school adequate computer and duplicating facilities to aid employees in the preparation of instructional materials.
- F. Adequate off-street parking facilities shall be made available to employees for their use.
- G. Elementary teachers shall use for preparation time the time when their classes are receiving instruction from specialists. If an art, music, physical education or substitute teacher is not



available, the teachers scheduled for that day will be notified as soon as possible and compensated at the hourly rate as defined for internal subbing (Appendix C).

- H. All classroom employees will be supplied with a plan book in which they will keep a lesson plan for at least two (2) days in advance. Such plans must be available in the building.
- I. In the event a classroom employee is absent, he/she shall have lesson plans available for the substitute. If the absence lasts five (5) days or more, the Administration shall assist the substitute in the planning process.
- J. Student Teachers – The Board endorses the training of student teachers. The acceptance of student teachers is at the option of the supervising employee. The stipend or honorarium paid by the college for such service shall be advanced in full to the employee.
- K. Safety Equipment – The Board of Education shall provide without cost, the necessary safety equipment to those employees working in designated areas. Adequate and approved safety equipment shall include, but not be limited to, goggles, barriers, hard-hats, auditory protection devices, and safety shoes and glasses, as required by MIOSHA.

ARTICLE VIII  
REDUCTION IN PERSONNEL

A. Seniority

- 1. Certified employees within the school district. For the purpose of this policy, “seniority” is defined to mean the amount of time an individual is continuously employed as a certificated employee within the school district.
  - a. The Board shall prepare a seniority list and distribute to all employees by October 31<sup>st</sup> of each year. The Association shall have thirty (30) days to review the list and call any discrepancies to the Administration’s attention for possible correction. After that time, the list shall be considered to be correct and final.
  - b. Seniority shall be calculated by determining the length of continuous employment as an employee of the Association. Employees who choose to work part-time shall accrue seniority as follows: Those who are employed full-time or more than one-half time shall earn a full year of seniority for each year worked. Those who work half-time or less than half-time shall earn one-half year of seniority.
    - 1. Former employees currently employed as administrators in the district shall retain full seniority rights as employees of the Sault Education Association. Such persons shall be indicated as frozen on the seniority list.
  - c. Seniority shall begin with the date of issuance of the individual teacher contract.
  - d. Where years of service and starting dates are identical, seniority list placement shall be determined by a drawing of lots prior to 1996-97 bid process. Subsequent ties shall be broken at the time they are created in the same fashion.
  - e. All seniority is lost when employment with the District is severed by resignation, retirement, or discharge for cause.
  - f. When on approved paid leave, seniority will be granted and accumulates only for the duration of the paid leave. Unpaid leaves will not earn seniority, but the employee will retain all previously earned seniority.

2. It is agreed by the undersigned that "partial" is to be interpreted as anyone who had full-time employment and has been reduced to working for less than full-time due to reductions made in programs.
- B. Those employees who have been working part-time by choice are not eligible for a full-time position during the contractual year but may request full-time employment for the following year.

ARTICLE IX  
PROTECTION OF EMPLOYEES

- A. Any case of assault upon an employee shall be promptly reported to the building principal. The Board will render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee.
- B. The Board agrees to reimburse employees for loss or damage to eyeglasses or personal clothing incurred as a result of enforcing this student discipline policy, as long as the loss is confirmed by the building principal and occurs during regular school hours or while the employee is performing assigned extracurricular activities.

ARTICLE X  
PROFESSIONAL RESPONSIBILITIES

- A. Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives, which are consistent with the provisions of this Agreement, provided that an employee may reasonably refuse to carry out an order which threatens physical safety, well-being, or is professionally demeaning.
- B. Nothing herein is to be construed as limiting the Board and Administration in its administrative rights within the school system.

ARTICLE XI  
PROFESSIONAL COMPENSATION

- A. Military Service
1. Military service may be classified for salary purposes as full teaching service if the employee
    - a. Taught previous to entering service;
    - b. Completed Michigan requirements for practice teaching previous to service;
    - c. Held a teaching certificate previous to service.
  2. Nothing in this section on Military Service is to be construed as denying privileges granted under this section to persons employed prior to the signing date of this Agreement.
- B. Newly hired or returning teachers accepting responsibility for seventy-five (75) working days of teaching will be advanced to the next salary step at the beginning of the next teaching year.
- C. Credit from Other Schools – Up to twelve (12) years' credit may be given to teachers who enter Sault Ste. Marie Public Schools for previous teaching or work experience, as judged by the District. A major fraction of a year's experience is considered full-time.

- D. Transcripts shall accompany written requests for advancements on the salary schedule because of additional college credit hours from a regionally accredited college. Such requests and transcripts may be submitted to the personnel office at any time. Salary adjustments will be effective the first day of the semester following submission of proof of successful completion of college credit hours. The salary adjustment shall be prorated over the remaining pay periods of the semester and adjusted statement of salary shall be sent to said teacher.  
A teacher who notifies the personnel office of successful completion of college credit hours prior to the beginning of either semester but who has not received grades or transcripts due to circumstances beyond their control shall be treated as if they had when the grades and transcripts arrive and are submitted to the personnel office.
- E. Payroll will be by direct deposit to the local financial institution(s) of the employee's choosing. If the employee desires to send deposits to more than three (3) accounts, the employee will pay any additional costs for the additional deposits. The District Deposit will be made the workday before payday if a payday falls on a holiday. The employee's payroll statement will be made available online on or before the date of payment.
- F. Employees may volunteer to substitute in their major or minor areas when asked, and further may be asked to substitute in non-major/minor areas if no qualified classroom internal substitute is available for a given area. In the event of an extreme emergency, the administrator in charge of a building or program may direct an employee to substitute in the case of a serious injury, illness, or critical family situation. However, when a substitute is needed for one-half day or more, every effort will be made to obtain an external substitute. Internal subbing will be paid for at the rate of \$.001 of the base salary per class period.
- G. Sixth Hour Salary – An employee in the secondary schools who is required to teach an additional period beyond the normal assignment shall be paid an extra percent of his/her normal base salary. The percentage shall be based on their normal schedule: 6 period day 16%; 7 period day 14%; 8 period day 12%.
- H. The Administration will indicate on the check stub the employee's sick leave accrual and use during the pay period, and the current balance.
- I. Special Education teachers working an extended school year will be paid per diem of their current salary.
- J. Insurance Benefits – The following insurance benefits are made available by the Board to the employees:
1. The Board shall provide health insurance to the employee's entire family for a full twelve-month period with the agreed upon cap limits.
    - A. Employees electing health insurance shall receive the benefits listed in Plan A.
 

|                      |  |
|----------------------|--|
| PLAN A:              |  |
| Health               | As selected by the SEA Leadership.               |
| Long Term Disability | 66 2/3%  |
|                      | \$5,000 maximum                                  |
|                      | 90 calendar days – modified fill                 |
|                      | Freeze on offsets                                |
|                      | Alcoholism/drug addiction 2 year                 |
|                      | Mental/nervous 2 year                            |
| Delta Dental         | Auto+008 (100:90/90/90:\$1,500) with Adult ortho |

- |                 |  |
|-----------------|--|
|                 | Delta Dental Class I, II, III annual maximum |
|                 | \$1,500                                      |
| Negotiated Life | \$50,000 AD&D                                |
| Vision VSP – 3+ |  |
- B. Employees not electing health insurance shall receive the benefits listed in Plan B.
- |                      |  |
|----------------------|--|
| Long Term Disability | 66 2/3%  |
|                      | \$5,000 maximum                                  |
|                      | 90 calendar days – modified fill                 |
|                      | Freeze on offsets                                |
|                      | Alcoholism/drug addiction 2 year                 |
|                      | Mental/nervous 2 year                            |
| Delta Dental         | Auto+008 (100:90/90/90:\$1,500) with Adult ortho |
|                      | Delta Dental Class I, II, III annual maximum     |
|                      | \$1,500  |
| Negotiated Life      | \$50,000 AD&D                                    |
| Vision VSP – 3+      |  |

2. Where applicable internal and external coordination benefits (COB) will be included for all Association employees and their eligible dependents as defined by MESSA.
3. The Board agrees to establish a qualified Section 125 Cafeteria Plan, and, upon application by employees not taking health insurance, agrees to allow employees on cash in lieu during the 22-23 school year to continue receiving cash in lieu during the 2023-2024, 2024-2025, 2025-2026 school years. The amount of cash in lieu will be \$192.00 per month. Cash in lieu will be provided on the condition that: (1) employee voluntarily and in writing opts out of the available medical health care plan, and (2) provides documentation to the Superintendent’s designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Health Care Act. The amount of cash payment received may be applied by the variable option. To elect a Tax-Deferred Annuity or other variable option, the Bargaining Unit Association employee shall enter into a salary reduction agreement. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.
4. In the event the said options become taxable, the Board shall not be liable for said taxes.
5. Effective January 1, 2024, the District will pay on behalf of each eligible employee who elects coverage the lesser of the amount of the annual premium or the statutory hard cap amounts under MCL 15.563; 2024 limited to January 1, 2024 through June 30, 2026. Calendar year 2024 rates are as follows: \$7,702.85 annually (or \$641.90 per month) for employees with single person coverage, \$16,109.06 annually (or \$1,342.42 per month) for employees with two-person coverage, or \$21,007.83 annually (or \$1,750.65 per month) for employees with family coverage. The District agrees to notify employees of the maximum hard caps for the 2025 and 2026 calendar years as they become available. The District agrees to pay up to the published hard cap rate for the 2025 and 2026 calendar years. Eligible employees will pay any premium contributions through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District. Consistent with PA 152 of 2011, the “monthly cost” of health insurance shall include fees, assessments, commissions, and taxes which

come from the insurance carrier, company agent, Health Insurance Claims Act, or the PPACA, or other costs required to be accounted for under PA 152.

The health insurance cap shall first be applied to medical premiums, then second to any payment, if any, made by the Board during the “medical benefit plan coverage year,” toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs.

Health insurance caps apply to each calendar year (January 1-December 31).

The District agrees to cover 100% of the cost for life insurance, long-term disability insurance, dental, and vision premiums, taxes and fees for 2023-2024, 2024-2025 and 2025-2026.

Insurance Co-pays will be calculated annually in October and will be spread over all pays (21 or 26). Co-pays shall be calculated for insurance costs from January 1-December 31 and be spread over the January 1-December 31 pays.

When married employees are both employed by the district, only one employee may take medical insurance benefits and the other is not eligible for cash in lieu.

Any changes in the insurance coverage/cost that results in savings will be 100% applied to the teachers co-pay effective the month the change is implemented.

- K. Those individuals employed from September through June shall have all contractual insurance benefits paid through August for a period of twelve (12) months. Individuals under contract for less than a full year shall have their insurance premiums paid by the Board on a pro-rated basis for that period of the contractual year actually worked.
- L. Those that terminate their employment prior to the end of the school year shall have benefits terminated at the end of the last month worked.  
Upon retirement, all benefits shall be terminated at the end of the month retired.
- M. An employee working less than half time shall not be eligible for any fringe benefits. Half time means employed a minimum of three (3) hours per day in a regular day program.
- N. The salary of employees leaving prior to the end of the school year will be prorated on a daily basis for the actual number of days in the contract for that year.
- O. The Board may elect to pay tuition and fees for Board approved schooling or workshop experience concerning professional growth in the field of the individual employee’s classroom responsibilities, provided that the teacher has made application forty-five (45) calendar days in advance and that the Board has specifically approved this application. The Board, in special cases, may waive the time required. Should the Board disapprove the application, the petitioner will have the right to request in writing a justification for the denial.
  - 1. The employee upon completion of Board approved coursework, and after submission of transcript and paid receipt, will be reimbursed for that course work in accordance with the stipulations approved by the Board.
  - 2. If credit earned through a Board financed workshop or educational experience is counted towards an advanced degree or credited for a salary adjustment, such movement will take place the school year following the year the reimbursement was made.
  - 3. This section is not subject to grievance procedures.
- P. Number of Pays – All new hires must take 26 pays. Anyone currently on or changing to 26 pays must stay on 26 pays. Staff currently on 21 pays may stay on 21 pays; if they change to 26 at

some point, no going back to 21 pays. All employees will be paid in twenty-one (21)/twenty-two (22) or twenty-six (26)/twenty-seven (27) substantially equal bi-weekly installments as determined by the District annual payroll subrule. In years with 22 or 27 pays, the Superintendent or designee will notify the Association President when this occurs.

## ARTICLE XII

### LEAVE PAY

#### A. SICK LEAVE

1. A first year employee may get full pay and full sick leave each pay period if he/she stays the full contract year. Any employee leaving before the full year contract will only be credited with a proportioned amount of earned sick leave. If sick leave exceeds earned sick leave, equivalent pay will be deducted. An employee will be allowed one and one-half (1 ½) sick leave days per school month. Sick leave shall be sixteen (16) days per year, three of which may be used for personal leave. Sick leave will be unlimited in accumulation as of the school year 1978-79. New hires after January 1, 2013 will receive twelve (12) sick leave days per year.
  2. Sick leave days will be taken in blocks of one-half (1/2) days.
- B. Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures that might appropriately be scheduled during vacation periods shall not be covered during a regular, student attendance day.
- C. Anticipated Prolonged Disability Leave. In the case of an anticipated prolonged disability leave covered under this provision (i.e., heart bypass, pregnancy, etc.), the employee may be requested by the administration to provide a physician's statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of the leave.
- The employee shall be eligible to return from an anticipated prolonged disability leave upon filing a physician's statement that the employee is physically fit for full-time employment.
- D. At the recommendation of the Superintendent, the Board may require an employee to submit to an examination by appropriate specialist(s), selected by the employee and paid by the Board, to determine whether involuntary sick leave or retirement is warranted. The Board may require a second opinion from a Board appointed specialist at Board expense. The examining specialist(s) shall forward the results of examinations at Board expense to the Board. The employee must sign a waiver authorizing release of results of these examinations to the Board.
- E. In the event of absence of an employee for illness in excess of four (4) consecutive working days, the Board may require the employee to present a physician's verification of illness unless the school nurse has verified it. This is not to preclude the right of the Board to provide for school nurse visitation at any time.
- F. In the event that twenty percent (20%) of the employees shall claim sick leave on a given day; the Board shall have the right to request such verification for that given day.
- G. Sick Bank – A sick bank is established consisting of two (2) days per full-time equated positions of the participating teaching staff. Two (2) days will be contributed by each teacher opting in.
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. In this case, the district will notify staff by the beginning of

- the next school year via e-mail and teachers will have two (2) weeks to opt in by contributing two (2) additional days or opt out.
2. Every contributing teacher is eligible to borrow from the sick bank when all of his/her paid leave days (sick and personal) are depleted. This eligibility will last until the next open enrollment where teachers will have the option to stay in or opt out. Use of the sick bank shall require a minimum of three (3) consecutive or reoccurring (illness) days of absence before sick bank leave can be requested.
  3. This sick leave bank can only be utilized to qualify the teacher for LTD, Worker's Compensation, to recover from personal illness, or illness of the employee's immediate family (spouse or child).
  4. Teachers who use this sick bank are limited to a maximum of ninety (90) working days, within any consecutive ten (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.
  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. In this case, the district will notify staff via e-mail and provide two (2) weeks to opt in or out.
  9. If, upon retirement, a person owes days to the sick bank, this debt shall be cancelled. If upon leaving the Sault Area Public School system a person owes days to the sick bank, these days shall be taken from his/her accumulated sick 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. Committee employees will sign a confidentiality form.
  13. Alternate committee employee will be appointed as needed to avoid conflict of interest.
  14. All requests for use of days from the sick leave bank are subject to the approval of the committee. This issue is not subject to the grievance procedure.
  15. All newly hired teachers will have two (2) weeks from their first work day to opt in on contributing to the Sick Bank.
- H. Compensatory Time – Teachers who are asked to internal sub may elect to either payment for the time worked or may accrue compensatory time at a ration of one period of internal subbing to one class period off. Teachers using compensatory time will follow the same guidelines as for personal leave time.
- Teachers must use compensatory time in half or full day increments. Compensatory time may be used in conjunction with personal time; however, the maximum combined total is limited to three (3) days. Compensatory time must be used in the same school year in which it was earned. Teachers who have compensatory time remaining at the end of the school year will be paid out at the internal sub rate.

No more than three days of combined personal and compensatory leave may be used in a 10-day time period.

- I. Personal Leave – The parties agree there may be personal conditions or circumstances, which may require employee absenteeism for other reasons than heretofore mentioned. A personal leave day may be used for any purpose at the discretion of the employee. The Board agrees that such leave shall be deducted from sick leave and may be used under the following conditions:
  1. Employees will receive three (3) personal leave days per year.
  2. Personal Leave Days shall be restricted to use by no more than 20% of a building's staff per day. The restricted number can be no less than two (2) to use by no more than 20% of a building's staff per day. The restricted number can be no less than two (2) in buildings with small numbers of staff.
  3. During the months of May and June, Personal Leave Days shall be restricted to use by no more than ten percent (10%) of a building's staff per day, unless certified and qualified substitutes are available, in which case up to twenty percent (20%) of a building's staff may be granted time off on personal leave per day. The restricted number can be no less than two (2) to use by no more than twenty percent (20%) of a building's staff per day. The restricted number can be no less than two (2) in buildings with small numbers of staff.
- J. Employees desiring to use such leave shall notify their building principal or immediate supervisor by submitting the request in the absence management system at least five (5) working days in advance of the anticipated absence. In cases of emergency, the Superintendent or his/her designated representative must grant approval. In such cases, the employee shall apply as soon as possible. Written notification must be made to the principal or immediate supervisor.
- K. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday, except in cases of extreme emergency. The employee must have the approval of the immediate supervisor on such emergency leaves.
- L. Additional Forms of Leave Available to Employees:
  1. A maximum of three (3) days per school year for family illness in the immediate family. The term immediate family shall be interpreted as spouse, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle of employee, brother and sister-in-law, daughter and son-in-law, son and daughter-in-law, and grandparents of employee or spouse; this also includes an individual living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or domestic establishment.

An employee may request two (2) additional family illness days to be deducted from sick leave. Granting of such days will be the prerogative of the Superintendent or designee and the decision will not be subject to the grievance procedure.

An employee may request to use up to five (5) days for family illness to be deducted from sick leave for a family member not listed in the above description.
  2. A maximum of five (5) days for each death in the immediate family or household. The term immediate family shall be interpreted as spouse, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle of employee, brother and sister-in-law, daughter and son-in-law, son and daughter-in-law, and grandparents of employee or spouse. This also includes an individual 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.

An employee may request to use up to five (5) days for each death in the family to be deducted from sick leave for a family member not listed in the above description.

3. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

M. Sabbatical Leave – Employees who have been employed in the Sault Ste. Marie Public Schools for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the employee shall be considered to be in the employ of the Board and shall be paid his/her full annual salary rate. Said pay will be administered through a bank loan under rules and regulations to be established by the Board with loan forgiveness to the employee at the rate of month return to work for month on leave, wherein the employee shall be forgiven said loan in full upon completion of the number of months service return to the school district as granted in the leave. Any period spent on sabbatical leave shall be treated as teaching service for the purposes of applying the salary schedule set forth in this Agreement. The Board shall establish rules and regulations and determine the amount of appropriation for this purpose. It is agreed that sabbatical leaves shall be granted for employees to pursue study or research in their particular field of employment in the Sault Ste. Marie Area Public Schools.

N. Professional Association Leave – Recognizing that compatible and fruitful relationships between the Board and the Association result when each is fully informed and suitably knowledgeable, the Board agrees that those employees who are members of the State Board of Directors of the Association, State Committees of the Association, and State Commissions of the Association shall receive professional association leave consistent with the Master Agreement. This shall also apply to similar offices in the National Education Association and the local association.

1. Leave with pay shall be authorized not to exceed two (2) days for one (1) delegate for each 150 employees or major fraction thereof to represent the employees at the Annual Representative Assembly of the State Association.

Leave days shall be limited to twenty (20) per year excluding those days used by the Association President. No employee shall use more than five (5) days per year with the exception of the Association President's unlimited leave days unless the Superintendent grants prior approval.

2. The Association agrees to reimburse the District on a current basis for those sums paid to the Office of Retirement Services. The Superintendent will determine in all above cases whether the substitute is satisfactory for a particular employee.  
Professional Development Days shall not be included in the above limitations.
3. The Board will grant the Association President released time from teaching duties upon the President's request to the Superintendent. The Board will bill the Association the full cost of substitute time while the President is released from regular teaching duties.

O. Professional Leave for Curriculum and Education Purposes – Employees may be granted a leave of absence with pay for administration-approved visitations at other schools or attending meetings or conferences of an educational nature. The number of employees allowed to leave at any one time will be within the discretion of the administration. Employees receiving a stipend

for training during scheduled workdays, must reimburse the district at the individual's ORS rate. The reimbursement rate will not exceed the amount of the daily stipend.

- P. Athletic Leave – An athletic leave day may be used for any sports related purpose at the discretion of the employee. The Board agrees that such leave shall be deducted from sick leave and may be used under the following conditions:
1. Employees will receive one (1) Athletic Leave day per sport coached per year.
  2. Personal/Athletic Leave Days shall be restricted to use by no more than 20% of a building's staff per day. The restricted number can be no less than two (2) to use by no more than 20% of a building's staff per day. The restricted number can be no less than two (2) in buildings with small numbers of staff.
  3. During the months of May and June, Personal/Athletic Leave Days shall be restricted to use by no more than ten percent (10%) of a building's staff per day, unless certified and qualified substitutes are available, in which case up to twenty percent (20%) of a building's staff may be granted time off on Personal/Athletic Leave per day. The restricted number can be no less than two (2) to use by no more than twenty percent (20%) of a building's staff per day. The restricted number can be no less than two (2) in buildings with small numbers of staff.

Article XII – Leave Pay, Sections J and K also apply to Athletic Leave. It is understood that this applies to all staff who are being paid to coach or assist with coaching during a given year. Athletic Leave Days do not carry over from one year to the next unless planned in advance for a specific purpose and approved by the Athletic Director.

- Q. The Association hereby agrees to encourage, maintain, and establish ethical standards on the use of sick leave, personal business leave, family critical illness leave, and related forms of leave.

ARTICLE XIII  
LEAVE OF ABSENCE WITHOUT PAY

- A. Permanent employees covered by this Agreement shall have the right to make application to the Superintendent or his/her designate for a leave of absence without pay. Granting of such leave shall be at the sole discretion of the school district.  
It is further understood that such leave shall not be granted for the first or last day of the school year, nor on the first working days preceding or following a vacation period or holiday, except in cases of extreme emergency. The employee must have the approval of the immediate supervisor on such emergency leaves.  
Employees taking Leave without Pay will cover the prorated premium cost of insurance.
- B. Return From Leave – Upon return of the employee from leave, all benefits accrued before leave will be restored. Sixty (60) days prior to expiration of the leave the employee will notify the Superintendent in writing of his/her intentions. Failure to do so shall be considered as resigning from service in the district, and may prevent the reinstatement. The Superintendent, upon notification, will take the necessary steps to complete the termination of leave.
- C. Any employee who while on leave of absence takes employment as an employee in another district or in any other way violates the terms of his/her leave shall be deemed to have terminated his/her relationship with the Sault Ste. Marie Area Public Schools and there shall be no further obligation upon the Board.

D. Childcare Leave

1. Childcare leave without pay is available to any Association employee upon request. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The purpose of Childcare Leave shall be for caring for a newborn child, an adopted child, or a seriously ill child.
2. In order to provide for continuity within the classroom between pupil and employee, the employee shall notify the Superintendent's office in writing at least thirty (30) days prior to the expected commencement date of leave so that necessary arrangements can be made to procure the employee's replacement.
3. Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for re-employment. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.  
In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the Association employee.  
The granting of such leave will in no way interrupt seniority and rights attendant thereto during the first year of the leave only.
4. An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board.
5. Any employee returning from a leave of absence without pay that is not occasioned by a medical emergency shall be permitted to return at the end of a marking period.

- E. Political Leave – The Board may grant a leave of absence without pay to any employee to campaign for a public office if consistent with Board policies on leaves. However, if such campaign is successful and the employee must hold office for more than one (1) year, he/she will be considered to have resigned his/her position. An employee elected to a public office, such as a City Commissioner, which meets regularly in the evening may on occasion be required or invited to attend special functions of said body. Permission to attend such event may be granted by the Superintendent at no cost to the school district when advanced notice is given. The Board and the Association recognize this as a civic responsibility. Similar leaves may be granted by the Superintendent for other civic functions. When approved by the Superintendent and by board action, the employee may be allowed to retain seniority (frozen) while on extended Political Leave for up to four (4) years at a time. It will be the employee's responsibility to request such approval prior to the election/appointment. When returning from extended Political Leave, the employee will be considered for open positions that they are certified and qualified for in accordance with the current board policy on teacher placement.

- F. Education Leave – Leaves of absence without pay may be granted upon application for the following purposes:
1. Study related to the employee's certification field.
  2. Study to meet eligibility requirements for certification other than that held by the employee.
  3. Study, research, or special teaching assignment involving probable advantage to the school system.
  4. Any other reason approved in advance by the Superintendent of Schools.
- G. Insurance may be continued at the expense of the teacher for the duration of the leave at group rates.

ARTICLE XIV  
SCHOOL CALENDAR

- A. In the event that the calendar herein provides less than the minimum days and hours required by state law as stated below, the Administration and Association will meet to mutually agree on adding additional days or hours necessary to meet the minimum hours and days. Non-tenured staff may be required to attend three (3) summer professional development days in addition to the days listed above as part of their regular school year.

ARTICLE XV  
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a written claim or complaint by a bargaining unit member or group of bargaining unit members or the association/union that there is an alleged violation, misinterpretation, or misapplication of any provision of the agreement or any established practice, rule, policy, or regulation affecting bargaining unit members' working conditions and may be processed as grievance as hereinafter provided.
2. The "grievant" is the person or persons making this claim.
3. The term "employee" is defined in Article I of the Agreement.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean school days during the academic year and calendar days when the administrative office is open during the summer months between academic years.

- B. The primary purpose of this procedure is to secure, at the earliest level possible, equitable solutions of the problems of the parties. Both parties agree that those proceedings shall be kept as confidential as may be appropriate at each level of the procedure and information shall be shared only on a "need-to-know" basis. Nothing contained herein shall be construed as limiting the right of any person or group with a grievance to discuss the matter informally with any appropriate employee of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

The building principal shall be the administrative representative when the particular grievance arises in that building.

The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1<sup>st</sup>, the time limits may be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practical.

Before submitting a grievance, the claimant shall discuss it with his/her immediate supervisor individually or together with his/her Association representative.

Procedure No. 1

1. Level One – In the event the grievance is not settled through an informal discussion, a written grievance shall be submitted to the principal or administrator involved. The aggrieved person may present this written grievance individually or jointly with the Association representative.
2. Level Two – In the event the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she shall immediately process the claim with the Superintendent. Within seven (7) days from receipt of the grievance by the Superintendent, he/she shall render a decision as to the solution. This decision shall be in writing.
3. Level Three – In the event the grievant is not satisfied with the disposition at Level Two or if no decision has been rendered in writing within seven (7) days from the date of receipt of grievance by the Superintendent, said grievant may refer the grievance through the Association or individually in writing to the Board. Within seven (7) days from the receipt of the written grievance by the Board, it shall meet with the Association representative and/or grievant for the purpose of arriving at a mutually satisfactory solution. A decision by the Board shall be rendered within seven (7) days, in writing.
4. Level Four – In the event that the grievance is not satisfactorily resolved at Level Three within seven (7) days or if no disposition has been made within the period provided, the UniServ Director may submit the grievance to non-binding grievance mediation to be facilitated by the Michigan Employment Relations Commission. The UniServ Director will conduct the mediation process. If the Association and the Board do not reach a settlement of the grievance, the Association may submit the grievance to arbitration by giving notice to the District within ten (10) days from the end of such seven (7) day period of their intent to file for arbitration. If no such notice is given within the ten (10) day period, the grievance shall be deemed settled and not subject to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the parties in accordance with the rules and procedures of the American Arbitration Association. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures and rules, and the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*, as amended. The arbitration proceedings shall be held at District offices. Both the District and the Association shall have the right to strike three names from the panel. The District shall strike the first name; the Association shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings shall be paid in full by the losing party. The Association and/or the aggrieved teacher shall be considered the "losing party" if the entire relief requested in the grievance is not awarded by the arbitrator.

The arbitrator shall not have authority to render a decision on the merits of an illegal or prohibited subject. At arbitration, the grievant may not raise any new allegation or rely on any new evidence not previously disclosed in the grievance procedure. Notwithstanding any other provisions of this Agreement, the Board shall have no obligation to arbitrate a grievance after the expiration of this Agreement.

E. Rights of Representation

Any party of interest may be represented at all meetings and all hearings at any level of the grievance procedure by another employee or another person;

Provided, however, that any employee may in no event be represented by a person acting as an officer, agent, or other representative of any organization other than the Association; Provided further, that when the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance process.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the Association representative the grievance affects a group of employees, the Association may present the grievance at the appropriate level.
2. A grievance and the disposition of the grievance at Level One shall be placed in writing. Decisions rendered at all levels shall be in writing and promptly shall be transmitted to the person who signs the grievance.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation except that such participation shall not give immunity for wrongdoings, professional ethics violations, or any other charges that may result from information disclosed during the grievance procedure.
4. Forms for filing and processing grievances shall be designed by the Board and the Association, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be given to all parties on a "need-to-know" basis to information necessary for the determination and processing of the grievance.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - a. The termination of service or failure to re-employ any probationary employee.
  - b. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures, specified in the Teacher Tenure Act.
7. If an employee does not file a grievance, in writing, within fifteen (15) days after the occurrence of the event, then the grievance shall be considered as waived. Administration may, upon request of the aggrieved person or his/her representative, waive this section on behalf of the employee.
8. Failure of Administration to answer at any level within the period automatically allows the aggrieved person to process his/her grievance to the next level. Failure to process the grievance to the next level within fifteen (15) days after initially filing a grievance at the level automatically waives the grievance.
9. It shall be the general practice of all parties in interest 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, an employee participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XVI  
CURRICULUM REVIEW COMMITTEE

- A. The Board will, through the District School Improvement Team, provide for the carrying out of the determination of curriculum and curriculum revision through a careful evaluation of professional recommendations of the teaching staff by working both with individual employees and appropriate employee groups. Nominations for memberships on special curriculum study groups may be provided by the Association upon request of Administration.

ARTICLE XVII  
NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital concern to the parties that have been fully or adequately negotiated between them, such as School Improvement Plans and/or Site Based Decision Making. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While the Association and the Board shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If the parties fail to reach an agreement in any such negotiations either party may invoke the Labor Mediation's machinery of the State Labor Mediation Board at any time it may so deem it or at the termination of the Agreement may take any other lawful measures it may deem appropriate.
- D. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. This includes any letters of agreement not attached hereto. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVIII  
ACADEMIC FREEDOM

We believe that students should be exposed to real life learning situations in order to develop standards and values that equip them to make mature decisions in adult life. This involves dealing with controversial and/or accepted issues, which will be presented in a professional manner. We believe it desirable that the Administration should be informed and that there should be communication between employee and Administration.

ARTICLE XIX  
MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract with an employee heretofore executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. This Agreement shall be available on the school district's webpage.  
An Emergency Manager appointed by Local Financial Stability and Choice Act, MCL 141.1541 *et seq.*, as amended, may reject, modify or terminate the Agreement as provided by law.



ARTICLE XX  
DURATION

This Agreement shall remain in full force and effect until June 30, 2026, or until a new agreement is negotiated or ratified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

SAULT STE. MARIE AREA PUBLIC SCHOOLS

BY *Amy Scott Kronemeyer*

Amy Scott-Kronemeyer, Superintendent

DATE *August 23, 2023*

BY \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

SAULT EDUCATION ASSOCIATION, INC.

BY *Andre Fortin*  
Andre Fortin (Aug 17, 2023 17:34 EDT)

Andre Fortin, Co-President

DATE *Aug 17, 2023*

BY *Ann Hammock*  
Ann Hammock (Aug 23, 2023 14:38 EDT)

Ann Hammock

DATE *Aug 23, 2023*

BY \_\_\_\_\_

DATE \_\_\_\_\_

APPENDIX A  
SAULT STE. MARIE AREA PUBLIC SCHOOLS  
SALARY SCHEDULE

Schedule #1: 2023-2024

| Step | BA     | BA+20  | MA     | MA+20  | EDS    |
|------|--------|--------|--------|--------|--------|
| 8.0  | 46,902 | 47,371 | 51,592 | 52,108 | 56,282 |
| 9.0  | 49,454 | 49,949 | 54,400 | 54,944 | 59,345 |
| 10.0 | 52,007 | 52,527 | 57,208 | 57,780 | 62,408 |
| 11.0 | 54,559 | 55,105 | 60,015 | 60,616 | 65,471 |
| 12.0 | 57,112 | 57,683 | 62,823 | 63,451 | 68,534 |
| 13.0 | 59,664 | 60,261 | 65,631 | 66,287 | 71,597 |
| 14.0 | 67,641 | 68,317 | 74,405 | 75,149 | 81,169 |
| 32.0 | 62,268 | 62,879 | 68,388 | 69,061 | 74,510 |

Schedule #1: 2024-2025

| Step | BA     | BA+20  | MA     | MA+20  | EDS    |
|------|--------|--------|--------|--------|--------|
| 9.0  | 51,433 | 51,947 | 56,576 | 57,142 | 61,719 |
| 10.0 | 54,087 | 54,628 | 59,496 | 60,091 | 64,905 |
| 11.0 | 56,742 | 57,309 | 62,416 | 63,040 | 68,090 |
| 12.0 | 59,396 | 59,990 | 65,336 | 65,989 | 71,276 |
| 13.0 | 62,051 | 62,672 | 68,256 | 68,939 | 74,461 |
| 14.0 | 71,699 | 72,416 | 78,869 | 79,658 | 86,039 |
| 32.0 | 66,004 | 66,652 | 72,491 | 73,205 | 78,980 |

Schedule #1: 2025-2026

| Step | BA     | BA+20  | MA     | MA+20  | EDS    |
|------|--------|--------|--------|--------|--------|
| 10.0 | 54,628 | 55,174 | 60,091 | 60,692 | 65,554 |
| 11.0 | 57,309 | 57,882 | 63,040 | 63,671 | 68,771 |
| 12.0 | 59,990 | 60,590 | 65,989 | 66,649 | 71,988 |
| 13.0 | 62,672 | 63,298 | 68,939 | 69,628 | 75,206 |
| 14.0 | 72,416 | 73,140 | 79,658 | 80,454 | 86,899 |
| 32.0 | 66,664 | 67,318 | 73,216 | 73,937 | 79,770 |

An employee advances a lane to the right with receipt and maintenance of National Board Certification.

Employees on Step 1-7 or hired after July 1, 2023

Schedule #2: 2023-2024

| Step | BA     | BA+20/<br>Professional<br>Certification | MA/<br>Professional<br>Certification | MA+20/<br>Professional<br>Certification | EDS/<br>Professional<br>Certification |
|------|--------|---|--------------------------------------|---|---------------------------------------|
| 1    | 35,656 | 36,013                                  | 39,222                               | 39,614                                  | 42,788                                |
| 2    | 37,533 | 37,908                                  | 41,286                               | 41,699                                  | 45,040                                |
| 3    | 39,410 | 39,804                                  | 43,351                               | 43,784                                  | 47,292                                |
| 4    | 41,599 | 42,015                                  | 45,759                               | 46,216                                  | 49,919                                |
| 5    | 43,788 | 44,226                                  | 48,167                               | 48,649                                  | 52,546                                |
| 6    | 45,040 | 45,490                                  | 49,543                               | 50,039                                  | 54,047                                |
| 7    | -      | 47,069                                  | 51,264                               | 51,776                                  | 55,924                                |
| 8    | -      | 48,333                                  | 52,640                               | 53,166                                  | 57,425                                |
| 9    | -      | 49,913                                  | 54,360                               | 54,904                                  | 59,302                                |
| 10   | -      | 51,176                                  | 55,736                               | 56,294                                  | 60,803                                |
| 11   | -      | 52,756                                  | 57,457                               | 58,031                                  | 62,680                                |
| 12   | -      | 54,335                                  | 59,177                               | 59,769                                  | 64,557                                |
| 13   | -      | 55,915                                  | 60,897                               | 61,506                                  | 66,433                                |
| 14   | -      | 57,810                                  | 62,962                               | 63,591                                  | 68,685                                |
| 15   | -      | 59,390                                  | 64,682                               | 65,329                                  | 70,562                                |
| 16   | -      | 61,285                                  | 66,746                               | 67,414                                  | 72,814                                |
| 17   | -      | 63,180                                  | 68,810                               | 69,498                                  | 75,066                                |
| 18   | -      | 63,496                                  | 69,154                               | 69,846                                  | 75,441                                |
| 19   | -      | 63,812                                  | 69,498                               | 70,193                                  | 75,817                                |
| 20   | -      | 66,364                                  | 71,907                               | 72,626                                  | 78,444                                |

Schedule #2: 2024-2025

| Step | BA     | BA+20/<br>Professional<br>Certification | MA/<br>Professional<br>Certification | MA+20/<br>Professional<br>Certification | EDS/<br>Professional<br>Certification |
|------|--------|---|--------------------------------------|---|---------------------------------------|
| 1    | 37,083 | 37,453                                  | 40,791                               | 41,199                                  | 44,499                                |
| 2    | 39,034 | 39,425                                  | 42,938                               | 43,367                                  | 46,841                                |
| 3    | 40,986 | 41,396                                  | 45,085                               | 45,535                                  | 49,183                                |
| 4    | 43,263 | 43,696                                  | 47,589                               | 48,065                                  | 51,916                                |
| 5    | 45,540 | 45,995                                  | 50,094                               | 50,595                                  | 54,648                                |
| 6    | 46,841 | 47,310                                  | 51,525                               | 52,040                                  | 56,209                                |
| 7    | -      | 48,952                                  | 53,314                               | 53,847                                  | 58,161                                |
| 8    | -      | 50,266                                  | 54,746                               | 55,293                                  | 59,722                                |
| 9    | -      | 51,909                                  | 56,535                               | 57,100                                  | 61,674                                |

|    |   |        |        |        |        |
|----|---|--------|--------|--------|--------|
| 10 | - | 53,223 | 57,966 | 58,546 | 63,235 |
| 11 | - | 54,866 | 59,755 | 60,352 | 65,187 |
| 12 | - | 56,509 | 61,544 | 62,159 | 67,139 |
| 13 | - | 58,151 | 63,333 | 63,966 | 69,091 |
| 14 | - | 60,123 | 65,480 | 66,135 | 71,433 |
| 15 | - | 61,765 | 67,269 | 67,942 | 73,384 |
| 16 | - | 63,736 | 69,416 | 70,110 | 75,726 |
| 17 | - | 65,708 | 71,563 | 72,278 | 78,069 |
| 18 | - | 66,036 | 71,921 | 72,640 | 78,459 |
| 19 | - | 66,365 | 72,278 | 73,001 | 78,849 |
| 20 | - | 69,019 | 74,783 | 75,531 | 81,582 |

Schedule #2: 2025-2026

| Step | BA     | BA+20/<br>Professional<br>Certification | MA/<br>Professional<br>Certification | MA+20/<br>Professional<br>Certification | EDS/<br>Professional<br>Certification |
|------|--------|---|--------------------------------------|---|---------------------------------------|
| 1    | 37,453 | 37,828                                  | 41,199                               | 41,611                                  | 44,944                                |
| 2    | 39,425 | 39,819                                  | 43,367                               | 43,801                                  | 47,310                                |
| 3    | 41,396 | 41,810                                  | 45,535                               | 45,991                                  | 49,675                                |
| 4    | 43,696 | 44,133                                  | 48,065                               | 48,546                                  | 52,435                                |
| 5    | 45,995 | 46,455                                  | 50,595                               | 51,101                                  | 55,194                                |
| 6    | 47,310 | 47,783                                  | 52,040                               | 52,561                                  | 56,771                                |
| 7    | -      | 49,442                                  | 53,847                               | 54,386                                  | 58,743                                |
| 8    | -      | 50,769                                  | 55,293                               | 55,846                                  | 60,320                                |
| 9    | -      | 52,428                                  | 57,100                               | 57,671                                  | 62,291                                |
| 10   | -      | 53,755                                  | 58,546                               | 59,131                                  | 63,868                                |
| 11   | -      | 55,415                                  | 60,352                               | 60,956                                  | 65,839                                |
| 12   | -      | 57,074                                  | 62,159                               | 62,781                                  | 67,810                                |
| 13   | -      | 58,733                                  | 63,966                               | 64,606                                  | 69,782                                |
| 14   | -      | 60,724                                  | 66,135                               | 66,796                                  | 72,147                                |
| 15   | -      | 62,383                                  | 67,942                               | 68,621                                  | 74,118                                |
| 16   | -      | 64,374                                  | 70,110                               | 70,811                                  | 76,484                                |
| 17   | -      | 66,365                                  | 72,278                               | 73,001                                  | 78,849                                |
| 18   | -      | 66,697                                  | 72,640                               | 73,366                                  | 79,243                                |
| 19   | -      | 67,028                                  | 73,001                               | 73,731                                  | 79,638                                |
| 20   | -      | 69,709                                  | 75,531                               | 76,286                                  | 82,397                                |

An employee advances a lane to the right with receipt and maintenance of National Board Certification.

Master Teacher Presentation Pay (MTPP) will be available for three (3) years to teachers with 12 or more years of service to the Sault Area Schools and calculated as below. The Master Teacher may not repeat MTPP and retirement is not required upon completion of MTPP. MTPP are based on the following multipliers:

Yr 1 – Salary X 0.04639

Yr 2 – Salary X 0.07216

Yr 3 – Salary X 0.10309

The Master Teacher will prepare and present an after school professional development session on an educational topic related to their content area and student achievement. The duration shall be limited to 1-3 hours and shall be scheduled through the HR Department. Non-tenured teachers are required to attend at least two (2) Master Teacher Presentations per year when available.

MTPP will be added to the teacher's annual salary.

To be considered for MTPP, the teacher must have worked as a classroom teacher for the Sault Area Public Schools for a minimum of 12 years. The teacher shall request to be placed on MTPP in writing prior to the end of the semester it is to start. The MTPP placement shall be for three (3) consecutive years and not be renewable. At the completion of the third year of MTPP, the teacher will move to step 32. Teachers on step 32 are not eligible for MTPP pay.

A teacher may request early placement to the third year of MTPP. To be considered for this, the teacher must already be receiving MTPP. The teacher must request to be placed on this third year level by January 31 of the current school year. Pay will be spread over remaining pays in the school year. The teacher is only eligible for the third year MTPP once and thus is non-renewable. After the third year MTPP pay the teacher will progress to Step 32. MTPP will not be considered a part of the Step system.

BA SCHEDULE – Must hold a degree from an accredited college or university.

MA SCHEDULE – Must have a Master's Degree from an accredited university.

6-YEAR SCHEDULE – Must meet all of the following requirements:

BA or BS Degree from an accredited college or university.

MA Degree from an accredited college or university.

A 6-Year Degree from an accredited college or university.

A teaching certificate from the State of Michigan in the area of competence.

The twenty (20) semester hours beyond the BA and the MA Degree must be in the employee's field of study or be applicable to an advanced degree. An employee's field in secondary grades, 9-12, will be

interpreted to mean a major or minor field of study or work towards an advanced degree in the field of study.

APPENDIX B  
RETIREMENT AND TERMINAL LEAVE

- A. Those employees who have accumulated unused sick days in excess of one hundred fifty (150) days will receive upon retirement, a one-time payment of \$9020. Sick leave payoff will be made to an MEA financial 403 (b) plan.  
In order to be eligible for a sick leave payoff, the employee must be eligible to retire with the Michigan Public School Employees Retirement System.

APPENDIX C  
CO-CURRICULAR ASSIGNMENTS

- A. The following extra pay for extra duties is for the complete responsibility associated with the designated extra duty and includes all pre-school work and work beyond the school day. Secondary music teachers shall be expected, as part of their teaching responsibilities, to assume the necessary and appropriate extra-curricular assignments as authorized.
- B. Extra-curricular assignments are annual appointments and the Board is authorized to terminate any employee from these positions for any reason at any time. The listing of all positions under Appendix C is not authorization to have the position. The Board shall decide whether to have or not to have the position. Persons employed less than the length of the assignment shall have their pay prorated. Job descriptions will be provided by the appropriate principal and used for the purposes of evaluation.
- C. Payment for any newly created extra-curricular positions shall be established on negotiated rates. There shall be written evidence of such agreements as to duties and compensation included in the separate added duty contract (non-tenure). Compensation by adjustment of teaching load is acceptable if so indicated in the additional duty contract and if it does not circumvent in any way the negotiated salary schedule.

Schedule C

| Position   | Year 1-4 | Year 5+ |                                 | Contracted Amount |
|--|----------|---------|---------------------------------|-------------------|
| Varsity Head Football/Basketball/Hockey  | \$4,200  | \$4,800 | Yearbook Middle School          | \$1,000           |
| High School and Middle School Band Director  | \$4,200  | \$4,800 | Musical Production              | \$1,300           |
| High School Pom Pon  | \$4,200  | \$4,800 | Non-Musical Production          | \$1,300           |
| Varsity Assistant Football   | \$3,250  | \$3,800 | Class Advisor – Senior          | \$1,700           |
| J.V. Head Football/Basketball  | \$3,250  | \$3,800 | Class Advisor – Junior          | \$1,300           |
| Head Swimming (both M&F)/Volleyball/Track/Wrestling/Baseball/Softball/Soccer/Cross Country | \$3,250  | \$3,800 | Class Advisor – Sophomore       | \$1,000           |
| Assistant Varsity Hockey   | \$3,250  | \$3,800 | Class Advisor – Freshman        | \$1,000           |
| Varsity Assistant Track  | \$1,800  | \$2,150 | Student Council High School     | \$1,300           |
| J.V. Volleyball/Baseball/Softball  | \$1,800  | \$2,150 | Student Council Middle School   | \$700             |
| Freshman Volleyball/Basketball   | \$1,800  | \$2,150 | Quiz Bowl                       | \$1,000           |
| Head Golf  | \$1,800  | \$2,150 | Robotics                        | \$2,800           |
| 7 <sup>th</sup> & 8 <sup>th</sup> Grade Volleyball/Track/Basketball                        | \$1,200  | \$1,400 | Robotics – Middle School        | \$1,600           |
| Intramurals  | \$800    | \$1,000 | NHS                             | \$1,200           |
| Yearbook – High School   | \$2,600  | \$2,800 | BPA HOSA                        | \$1,300           |
|  |          |         | Summer School Teacher           | \$34.00/hr        |
|  |          |         | Supervision                     | \$22.55/hr        |
|  |          |         | Athletic Events Supervisor      | \$16.11/hr        |
|  |          |         | After School Program Teacher    | \$25.00/hr        |
|  |          |         | After School Tutoring/Detention | \$22.55/hr        |
|  |          |         | Internal Sub-Rate               | \$32.22/hr        |

APPENDIX E  
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 Association employee in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. 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.
- 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. The Mentor Teacher shall be a tenured teacher within the Association (whenever possible).
  - 3. Participation as a Mentor Teacher shall be voluntary.
  - 4. The District shall notify the Association of those employees requiring a Mentor assignment.
  - 5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
  - 6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
  - 7. 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.
  - 8. Mentor Teachers may have up to two (2) mentees if so desired.
- E. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the goal of quality instruction, the Board and the Association agree the relationship, to the extent possible, shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. The Mentor Teacher may participate in the post-observation conferences with the beginning teacher and the principal if requested by the beginning teacher. Further, the Mentee shall not be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the Mentor or Mentee.
- F. Upon request, the administration may make available 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.
- H. Compensation for Mentor Teachers shall be as follows: His/her per diem times 1.5 for five (5) days the first year, three (3) days the second year, and one (1) day for the third and last year of each mentor assignment.



- 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.

APPENDIX G  
ASSIGNMENT AND TRANSFER POLICY

The Board of Education believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

The Superintendent shall be responsible for the proper assignment and transfer of all professional staff employees and shall attempt to effect the optimum assignment of the professional staff in conformance with any applicable contractual or legal requirements, State certification requirements, and Federal requirements. She/he shall establish an audit procedure to ensure that each instructional staff employee's teaching certificate is currently in compliance with appropriate State certification criteria and has not been nullified.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his/her judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

Teacher Placement

The Board considers the appropriate placement of effective teachers as an essential ingredient in promoting student academic growth, in attaining successful educational outcomes for students, and in providing quality educational services.

For purposes of this policy, the term "teacher" shall refer to those non-supervisory instructional employees of the School District whose employment is regulated by the Teachers' Tenure Act. The term "placement" shall include decisions involving the assignment and transfer of teachers as well as decisions involving the filling of vacant teaching positions with on-staff teachers. These placement decisions are delegated to the Superintendent.

"Placement" does not include staffing decisions made in the context of recall of a teacher from layoff, which decision is governed by District Policy 3131. "Placement" also excludes decisions to initially hire or to dismiss or non-renew a teacher, which determinations are reserved to the Board and are not delegated under this policy.

**Letter of Agreement  
between the  
Sault Ste. Marie Area Public Schools Board of Education  
and the  
Sault Education Association**

This Letter of Agreement (“Agreement”) is entered into between the Board of Education (the “Board”) of Sault Ste. Marie Area Public Schools (the “District”) and the Sault Education Association (the “Association”) (collectively, the “Parties”) as set forth below.

1. **Rationale.** To provide adequate teaching services to District students, the Board seeks to reimburse employees for actual tuition costs incurred for obtaining a teaching degree, or in the event Employee is already a certified school teacher, an advanced degree with applicable teaching endorsements, from a Board-approved college or university (the “Program”). This Agreement provides the tuition reimbursement as provided below.

2. **Agreement.** The Parties agree as follows:

A. This Agreement is effective upon ratification by both Parties.

B. The Board will reimburse each select employee (“Employee”) up to \$700 per credit hour (up to 90 credit hours) for actual tuition expenses in order to earn a teaching or advanced degree. The Board will reimburse Employee within thirty (30) days of receipt of written confirmation that Employee has completed the course(s) with a 2.0 grade point average or better and a receipt documenting that the tuition was paid by Employee. The Board will also assist the Employee in fulfilling their teaching or advanced degree requirements by providing a student teaching placement within the District.

C. In order to be eligible for tuition reimbursement:

- i. The Superintendent of Schools must receive fourteen (14) days’ advance notice of the classes the Employee intends to take, subject to the Superintendent’s prior approval.
- ii. The credit hours must be directly related to earning a teaching or advanced degree from a Board-approved college or university.
- iii. The District will reimburse each Employee after receiving written confirmation that he/she has completed the course(s) with a 2.0 grade point average or better and a tuition receipt documenting the tuition paid.

D. Employee must successfully complete the Program and complete all assessments and other requirements for receipt of the certification or endorsement within five (5) years of initial enrollment in the Program. If Employee does not receive a teaching degree or an advanced degree within five (5) years of initial enrollment in the Program, Employee must reimburse the District for the total cost of tuition expenses paid by the Board. If Employee does not timely reimburse the Board

within 48 months, plus an eight percent (8%) per annum interest rate, the Board may withhold the amount of reimbursement from any monies due to Employee consistent with applicable law, and Employee and the Association agrees to such withholdings. Employee and the Association also agree that the Board may also take all other lawful steps to collect any amounts due under this paragraph. Employee will be responsible for any costs in the recovery of such payments, including actual attorney fees and court fees.

- E. Employee will remain in a teaching position with District for at least the equal amount of years it took Employee to complete their teaching or advanced degree. If Employee leaves the Board's employment before the end of their employment obligation, the Employee must repay the full amount that the Board paid for Employee to obtain the teaching or advanced degree, less any years employed after obtaining such degree. The cause for leaving can be either voluntary or involuntary. No repayment will be required if Employee remains a Board employee, but the Board reassigns Employee to a position for which a teaching or advanced degree is not required.
  - i. The Board will deduct the amount of tuition reimbursement owed to the Board under this paragraph from Employee's next available payroll payment.
  - ii. If no payroll payment is available, the Board has the option to collect the payment through other lawful means.
  - iii. Employee will be responsible for any costs in the recovery of such payments, including attorney fees and court fees.

**3. Conformity to Collective Bargaining Agreement.** The terms of this Agreement have been developed through the collective bargaining process between the Board and the Association. Accordingly, the Board and the Association acknowledge and agree that nothing in this Agreement will be regarded as inconsistent with or contrary to the terms of their current collective bargaining agreement or any successor collective bargaining agreement. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the Parties' collective bargaining agreement, the terms of this Agreement shall control.

**4. Conformity to Law.** If any provision or application of this Agreement is determined to be invalid or contrary to law by a court or administrative agency, such provision shall be severed (to the extent required by law) but the remaining provisions of this Agreement shall not be affected unless the severance results in a material change in the benefits or rights of any party under this Agreement. In the latter event, the party claiming to be adversely affected shall give prompt written notice to the other party and shall confer with that party regarding an appropriate resolution of the matter.

**5. Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

**6. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to this issue, and supersedes any prior or concurrent agreements, written or oral, regarding its subject matter.

7. **Non-Precedential.** The creation and implementation of this Agreement shall not be precedent-setting and shall not in any way bind the Board or Association (or their respective successors) to continue or perpetuate its conditions beyond its expiration date.

8. **No Waiver.** By entering into this Agreement, neither party waives any other rights or protections respectively afforded to them by the terms of the current collective bargaining agreement, previous memorandums of understanding, or previous letters of agreement now in effect, except as are otherwise specifically waived, modified, or relinquished herein.

9. **Expiration.** This Agreement expires on September 30, 2026.

**Sault Ste. Marie Area Public Schools  
Board of Education**

By: Christine M. Curtis  
Christine Curtis  
Its: Board President

Date: 7/10/23

**Sault Education Association**

By: [Signature]  
Its: President

Date: 7/11/23

**Sault Ste. Marie Area Public Schools**

By: Amy Scott-Kronmeyer  
Amy Scott-Kronmeyer  
Its: Superintendent of Schools

Date: 7/11/2023