

**ST. JOHNS EDUCATION ASSOCIATION/ICEA
MASTER AGREEMENT
2005 - 2009**

ST. JOHNS PUBLIC SCHOOLS

AGREEMENT

Between the

ST. JOHNS BOARD OF EDUCATION

and the

INGHAM COUNTY EDUCATION ASSOCIATION

and the

ST. JOHNS EDUCATION ASSOCIATION

August 2005

to

August 2009

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AGREEMENT

This agreement is made and entered into this 29th day of August, 2005, by and between the Board of Education of the St. Johns Public Schools, hereinafter called the "Board" and the Ingham Clinton Education Association MEA-NEA, hereinafter called the "Association", for its local affiliate the St. Johns Education Association.

It is the policy of the St. Johns School District that no person shall, on the basis of race, color, national origin, sex or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity and in employment

WITNESSETH

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

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

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

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

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

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of Act 379 Public Acts of 1965, as amended, for its employees who are within the appropriate bargaining unit, described and defined as:

all full-time and regularly scheduled part-time teaching personnel certified, authorized, or licensed by the Michigan Department of Education, under contract, excluding

Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, Business Manager, adult education teachers, substitute personnel, teacher aides, and other auxiliary personnel, all supervisory, administrative, and executive personnel, and all other employees.

It is understood that while counselors do earn tenure as teachers within the district, They will not gain tenure in their counseling positions.

The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

- B. The Board agrees not to negotiate terms and conditions of employment with any teachers' organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been informed of the grievance and has been given an opportunity to be present at such adjustments.
- C. A "substitute" shall be defined as a teacher who is employed for less than one hundred fifty (150) days ~~or less~~ during a school year.

ARTICLE II
BOARD RIGHTS RESERVED

The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States; further, nothing contained herein shall be considered to deny or restrict the Board in its rights, responsibilities, and authority under the Michigan General School Laws as they pertain to Education.

ARTICLE III
AGENCY SHOP

Professional Dues or Fees and Payroll Deductions

- A. During the term of this Agreement all teachers shall pay either the monthly membership dues of the Association, including the MEA and the NEA, or the appropriate Representation Benefit Fee of the Association, not to exceed the amount of the dues uniformly required of members of the Association.

The bargaining unit member may pay such dues or fees directly to the Association or authorize payment through payroll deduction, as herein provided.

The Board shall deduct the respective amounts authorized for payroll deduction at the rate of one tenth of the annual dues or fee from the regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Such deductions for teachers employed after the commencement of the school year shall begin with the month of employment and continue at the established rate.

- B. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined. A teacher contesting the appropriate amount of the representation service fee to be deducted, must exhaust the internal administrative procedures of the Association.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

Professional Dues or Fees and Payroll Deductions - con't.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of this fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- D. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association or authorize payments through payroll deduction, the employer shall, upon completion of the procedures contained herein pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.
- E. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
- F. In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the Representation Benefit Fee, the employer, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedures contained in Section G. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of the Article is just cause for discharge from employment.
- G. In the event, as provided in Section F above, the Association wishes to request the Board to terminate the employment of a bargaining unit member for violating this Article, the Association shall first notify the bargaining unit member of non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected.

If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.

Professional Dues or Fees and Payroll Deductions - con't.

- H. With respect to all sums deducted by the Board pursuant to this Article, whether for membership dues or the representation service fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and remit the balance for both the MEA and NEA, to the Michigan Education Association, 1216 Kendale Boulevard, P.O. Box 673, East Lansing, Michigan 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- I. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, city income taxes, court ordered deductions, or any other plans or programs jointly approved by the Association and the Board. Changes in exemptions for deducting city income taxes will be accepted only during the first week of school.
- J. The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association shall have the right to compromise claims which may arise under the save harmless clause.

ARTICLE IV
QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be assigned outside the scope of their teaching certificates and/or major or minor fields of study. No teacher shall be assigned to a position for which they are not appropriately certified and qualified. A teacher must meet the requirements for a “highly qualified” teacher under the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq. according to the criteria established by the Michigan Department of Education where applicable to the assignment. Each classroom teacher shall be given specific written notice of his/her subject and grade level assignments for the next school year no later than thirty (30) days following the last day of school. Changes beyond that day may be made in cases of emergency such as unforeseen personnel changes and changes in financing and growth patterns which are unexpected. Subsequently, assignments that substantially alter or increase the duties and responsibilities of the teacher may be made only for justifiable reasons. In such cases the teacher will be given as much advance notice as possible.
- B. Those teachers/counselors who have completed two or more years teaching experience in the St. Johns Public School district and desire reassignment to a different grade and/or classroom subject area or as a classroom teacher to another building may file a written request with the office of the Superintendent specifying their desires by April 1 of each school year, which may be renewed annually by the teacher by written notice. Transfers for teachers with fewer than two years experience are subject to administrator approval. Before the school year ends, but after determining staffing needs for the next school year, a meeting will be held for any elementary staff that have been displaced or have requested a transfer. The displaced teacher(s) will have first choice of open positions, most senior teacher first. After placement of displaced teachers, others based upon most senior first may choose or not choose openings as they occur. A teacher who receives a position through the transfer process must be vested in the position for at least one year before they may utilize the position to participate in a job trade.
- Should a teaching position be eliminated, the teacher holding that position shall be considered displaced and be given preferential opportunities regarding choice of new positions as follows: Should the eliminated position be reinstated within five years, the teacher who was initially displaced from said position shall be given first opportunity to accept or reject the position, within ten working days of the posting. It is the responsibility of the teacher and/or the association to notify the superintendent if a person is eligible for reinstatement to their original position and building.
- A teacher who is bumped from a position due to the return of a teacher on leave shall not be considered displaced and shall have choice of a new position based on seniority along with those requesting transfer.
- C. A secondary teacher shall not be required to accept a teaching assignment when that assignment requires more than three (3) preparations unless agreed to by both the Board and the teacher. (Except vocational education, when it is necessary.)
- D. A vacancy is defined as a newly created position or a position which is unoccupied and is to be filled.

Teaching Hours, Class Loads and Duties

When a vacancy occurs in the bargaining unit which requires a professionally certified person, and the Board intends to fill such vacancy, the position will be posted within ten (10) school days in all principal's offices and teacher's work study rooms. The length of posting shall be no less than ten (10) school days. Exceptions to this language shall be leave of absence positions guaranteed by contractual language. Also, if there are teachers on layoff, positions will be filled from the layoff list before internal transfers occur. Vacancies at the secondary schools become open once the present staff assignments have been completed.

- E. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption of the existing instructional program. The Board shall still post such vacancies, but may fill such a vacancy on a temporary basis until the end of the current school year.
- F. During the summer months the following procedures shall be followed:
 - 1. Teachers whose request for transfer are on file will be notified of vacancies for which they are certified at the summer address on file in the Superintendent's office.
Teachers shall have five (5) business days from being notified by voicemail and email to respond to such notification by indicating their acceptance of such transfer. The District shall also provide email and phone voicemail notification to the Association President on the same day the notification is made to the teacher on the transfer list. All assignments identified through the transfer request process in June will be frozen effective July 31. All vacant positions after July 31 will be posted.
 - 2. The Association president shall be notified in writing of all vacancies.
- G. Teachers whose request for transfer are denied shall be informed prior to filling the vacancy. Upon request, the District shall provide the teacher with the reasons for denial in writing.
- H. In reassignment or transfer of teachers it is understood that the best interest of the District must be considered. Therefore, when openings occur, length of service, the desires of the teacher(s) involved, certification, and instructional needs of the District shall be factors to be considered. When the foregoing factors are substantially equal, seniority in the District will prevail. Teachers presently employed have preferential consideration over new applicants to the District. Open counseling positions within the district shall not be bound by the same transfer procedures as utilized by classroom teaching positions. Rather, while preferential consideration may be given to internal candidates, the district shall maintain the rights to post-and hire outside candidates.
- I. An involuntary transfer will only be made in cases of emergency or to prevent undue disruption of the educational program: 1) An in-building involuntary transfer may occur only after a meeting between the building principal and the teacher involved. 2) If the transfer involves more than one building, a building meeting shall be held in early May, after the first run of enrolling students. At this meeting numbers of potential students will be given out. Discussion of potential changes in staffing will follow. Thereafter, sometime prior to the end of the school year, a detailed discussion of teacher's desires, instructional needs, and contract language will be held among the building administration, teachers involved in potential changes, president of the Association, and central office administrator. A final meeting with the building principals, central administrator, president of the Association and teacher involved, if available, will be held to share final placement decisions.

Teaching Hours, Class Loads and Duties

J. When a building is closed and involuntary transfers are necessary, placement shall be made based upon the following criteria: Certification, length of service, teacher preference, management concerns. Requests for placement by these teachers will, if at all possible, take precedence over other requests within the District.

K. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, summer school courses, and extra duties, enumerated in Appendix B and C, shall not be obligatory but shall be with the consent of the teacher. Music teachers shall be obligated to assume Appendix C duties when they are integrated with classroom instruction.

All teachers regularly employed in the St. Johns Public Schools shall be given first priority for appointment to extra duty under Appendix B and C. Positions shall be filled on a voluntary basis with recommendation from the building principal and approval of the Board of Education. Assignment of the extra duties will be made annually at the discretion of the Board following a written evaluation of the previous year's performance in the activity. No teacher shall have tenure of position for extra duties.

If no teacher is interested or fulfills qualifications as outlined during posting, the Board may after ten (10) business days from the posting date, accept applications from other persons.

L. When special education basic classroom programs within a disability category are adjusted so that one classroom program serves the total grade span of the building, this will be considered a substantially altered position and the teachers involved will be considered displaced staff. When grade level assignments are adjusted within programs to accommodate student numbers at grade levels, this will not be seen as a substantial alteration and the teachers involved will not be considered as displaced staff.

M. When a special education classroom teacher requests a transfer to a general education position, and the teacher has completed two or more years teaching experience in the St. Johns Public School district, the school administration will recognize that request and begin a search for a qualified and certified candidate.

The school administration will actively recruit candidates with special education as well as general education credentials during candidate searches. Fourteen business days prior to the opening day of the school year, the search for a special education candidate will be considered closed, and final assignments will be made.

In the event that a qualified special education candidate is not available, the assignment to general education will be denied and the general education position will be posted for the period of seven calendar days to internal general education candidates. The open position may be posted externally concurrently.

Assignment to general education will be on an annual basis as the district will continue to face shortages of special education staff and may need to involuntarily transfer individuals holding needed credentials into open special education positions.

Such a transfer may be to any assignment for which the special education teacher is certified and qualified.

ARTICLE V
TEACHING CONDITIONS

- A. The Board will continue its efforts to make available in each school appropriate facilities, equipment, material, clerical personnel to implement the educational program of the district. The term appropriate shall be determined by the Board based on its financial ability.
- B. The Board shall make available in each school a work-study room for the teachers. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.
- C. Existing telephone facilities shall be made available to teachers for their reasonable use. Adequate parking facilities shall be made available to teachers.
- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint recommendations thereon made by its representative and the Association. The Board agrees at all times to keep the schools as well equipped and maintained as is financially possible.
- F. The goals of professional development in St. Johns are to maintain and improve teaching performance, increase student learning, align curriculum with district, and/or building school improvement plans, and/or the implementation of a teacher IDP. To facilitate these goals, the Board and the Association will establish four (4) days of professional development to meet during normal school hours. The scheduling, subject matter, and expectations of these days will be decided upon collaboratively by the Association and the District. One (1) additional professional development day will be instituted, beginning with the 2007-2008 school year, and will be self-directed. The Educational Advisory Council will be responsible for establishing, monitoring and evaluating this day. Summer workshops approved by EAC are excluded from self-directed PD. Paying conference and/or class fees to meet this obligation are the sole responsibility of the teacher.
- G. It is understood that attendance at released-time is mandatory unless permission is granted from the principal to deviate from the planned released-time meeting.
- H. If a building meeting is necessary on a records day, one meeting may occur no longer than one hour in length.
- I. An individual teacher will not be expected or required by the Board to accept a student teacher.
- J. Parent teacher conference days will be established as part of the district calendar. Building school improvement teams may have input into the general schedule with one evening conference per term with ½ day off compensation time per evening. Additional evenings may be negotiated by the association and the administration with additional compensatory time given to that level. An effort will be made to schedule “common” conference days and compensatory time. In addition, an effort will be made to avoid scheduling extra curricular activities at the same time as the evening conferences.

Teaching Hours, Class Loads and Duties

- K. When a building is without heat, or experiences plumbing or electrical problems, the safety and comfort of children will be the first priority in determining dismissal of school. If the electrical, heating, or plumbing problem cannot be repaired within a reasonable period of time, school will be dismissed.
- L. Teachers are encouraged to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.
- M. The Board will provide school building keys necessary to the normal function of the teacher, provided such keys shall be turned in upon the termination of the teacher's employment and/or upon completion of the school year.
- N. The first 30 hours of scheduled pupil instruction that is not provided because of conditions not within the control of school authorities such as severe storms, fires, health conditions, etc., shall be counted toward the required 1,098 hours of pupil instruction, prior to April 1st of the applicable year. Kindergarten may count pro-rated number of cancelled hours based upon the actual number of kindergarten hours per session as related to the 1,098 hours requirement.
- All make-up time shall be without additional compensation. If school is cancelled during the exams/Records Day, the next available day(s) will be used for exams/records day. Elementary staff will continue to follow their respective calendar schedule.
- O. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will 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.
1. Participation as a mentor shall be on a volunteer basis.
 - The mentor position will be first offered to a current bargaining unit member with at least five (5) successful years of teaching completed and a satisfactory record of evaluation. Should the number of beginning teachers exceed the number of volunteer bargaining unit mentors, then the position(s) may be offered to non-bargaining unit personnel at the discretion of the Administration.
 - The Administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.
 - Every effort will be made to match mentor teacher with mentees who work in the same building and have the same area of certification.
 - The mentee shall be assigned to one (1) mentor teacher at a time, unless otherwise mutually agreed. A mentor teacher shall be assigned to only (1) mentee at a time, unless otherwise mutually agreed.
 - The mentor teacher assignment shall be for one(1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
 - Should either the mentor teacher or the mentee present cause to dissolve the relationship subsequent to the initial six (6) months, representatives of the parties

will meet with the mentor teacher and the mentee to determine an appropriate course of action.

2. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
 3. The Administration shall attempt to arrange for a common preparation time for the mentor and mentee.
 4. Professional development training required by law or regulation, such as section 1526 of the Michigan School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher. It shall be the obligation of the teachers to satisfy state laws or regulations pertaining to professional development training, certification requirement, and continuing education requirements. The board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the board.
 5. A mentor teacher shall receive additional annual compensation of \$150. Such additional compensation shall be equally divided between the first pay of each term.
- P. Proper dress from all staff is expected throughout the school year. Staff should dress for respect and success. Clothing that is torn, worn, or revealing is never appropriate. Monitoring of these guidelines is the responsibility of the building administrator. Teachers in violation may be asked to go home and change their clothing and return to work.

ARTICLE VI
EDUCATIONAL ADVISORY COUNCIL

- A. The Board and the Association recognize that school policies, school instructional programs, and related matters merit continuing study and improvement. Therefore, an Educational Advisory Council (E.A.C.) is hereby established to provide professional advice and assistance to the Board to make improvements in school policies, school instructional programs, and related matters.

This council shall be comprised of six administrative representatives and six teaching staff representatives. Administrative and teacher representatives shall be selected by their respective administrative or association groups. The E.A.C. may consult other persons as necessary for resource, research, or study from time to time.

The E.A.C. shall meet at times mutually agreed upon or as requested by the association president and the superintendent of schools.

- B. The Board and the Association recognize that matters such as curriculum, class size and workshops merit continuing study and improvement. Therefore, Committees may be established by the E.A.C. to do research in the designated area and present their findings to the E.A.C., who shall formulate final advisory recommendations concerning reports for submission to the Board by the Superintendent. The reports will be submitted with the final recommendations of the E.A.C. The Board shall inform the E.A.C. in writing as to the disposition of the recommendations. The number and appointment procedures of representatives on these committees shall be determined by the members of the E.A.C.

Teachers and administrators shall have equal representation on all E.A.C. approved committees. The committee chairperson shall be elected from and by the committee.

The parties agree that all committees shall serve in an advisory capacity. Recommendations from the committees shall be utilized as guidelines for revision of the curriculum.

- C. Beginning with the 2007-2008 School year, the EAC will assume the responsibility for establishing, monitoring, and evaluating the self-directed professional development. This may include, but is not limited to the following:
1. Establish guidelines for self-directed professional development plans.
 2. Align plans with building/district/state school improvement goals and/or teacher IDP's.
 3. Evaluate this one year trial program and make a recommendation for future years to the Association President and the curriculum director or designee.

ARTICLE VII
JOB TRADING AND JOB SHARING

A. Job Trading

Job trading shall be defined as two tenured teachers switching positions, both must be certified and have the qualifications for their new assignment as specified in the teacher's contract.

1. The trading shall occur on a voluntary basis only and have the approval of the Superintendent. The decision is not subject to the grievance procedure.
2. The duration of the trade shall be for one year. At the end of the year the two teachers involved may decide to go back to their original positions, or remain in the new positions. If for any reason one of the teachers will not return after the first year, the remaining teacher will return to the original position. At that point, the "trial period" is over and the decision is final. Those teachers may participate in trading again, if they desire.
3. The Superintendent must approve of the decision by the teachers to remain in the new positions. That decision is not subject to the grievance procedure. If the request is denied, communications with the teachers will occur.
4. Written requests for job trading must be submitted to the Superintendent. The disposition of job trading requests will occur only after staff assignments are made, but no later than four weeks prior to opening of school.
5. The written request shall include a signature line for the building principal to indicate knowledge of the request.

B. Job Sharing

In order to establish a shared voluntary job assignment the teachers involved shall submit with the request for job-sharing the following:

1. A schedule with work times that designates the responsibilities for each class or subject area; i.e., term on or term off; mornings or afternoons; class hours at the secondary level; etc.
2. Provide a brief description of how the teachers' responsibilities are to be shared, including:
 - a. Parent-Teachers Conferences/Open Houses
 - b. Grade Level Meetings
 - c. Staff Meetings
 - d. Release Times of ½ Day Sessions
 - e. Mutual Planning Time or Individual Planning Time
 - f. Report Cards
 - g. Student Records
 - h. Building Programs and Activities

C. The following are conditions that will apply to a job-sharing:

1. Two tenured staff members may file a request for job-sharing assignment provided it is mutually agreeable with the two staff members and both teachers be certified and have the qualifications for their shared assignment as specified in the teachers' contract.

Teaching Hours, Class Loads and Duties

2. The duration of the job shared will be for one year. At the end of the school year the staff members may re-apply for the job-sharing. If the teachers do not return to a job-sharing position, they shall return to a position through the bid process at the elementary or as assigned by the building principal during construction of the assignment schedule in the spring at the secondary, and be subject to the provisions of the contract regarding requests for transfer, assignment or lay-off.
3. In order for a job-sharing situation to occur, the Superintendent must approve. That decision is not subject to the grievance procedure.
4. The job-sharing request must be made by March 1 for consideration by the Superintendent. Disposition of the request will be made by May 15 or whenever assignments are finalized. If the request is denied, communications with the teachers shall occur.
5. When job sharing, the following will be prorated based upon the percentage each teacher works per day, week, term or year, etc.:
 - a. Leave
 - b. Salary
 - c. Fringe Benefits (See "6" below)
 - d. Advancement on Salary Schedule
6. Fringe benefits will be available to these part-time employees on a prorated basis. The balance of the premiums will be payroll deducted.
7. Upon dissolving of the job share, the teacher who originally held the position being shared shall have the first right to retain that position. Should they not desire to remain in that position, the other sharing teacher shall maintain second right to the position. The other teacher shall go back onto the transfer list at their position based upon seniority. Should teachers opt to share a position that neither of them is vested in, the more senior teacher shall have first rights to the position upon the dissolving of the job share. Second rights to the position shall be granted to the sharing teacher with lesser seniority. The other teacher shall go back onto the transfer list at their position based upon seniority.
8. When a teacher in a shared assignment is absent a substitute may be used or the other shared time teacher may be offered the opportunity to substitute. Should the shared time teacher accept an offer to substitute in the other teacher's absence he/she shall be paid at his/her individual rate of pay.
9. All other contractual language shall apply equally to these teachers.

ARTICLE VIII
TEACHING HOURS, CLASS LOADS AND DUTIES

- A. Teachers at the High School and the Middle School shall be required to report for duty no earlier than twenty (20) minutes before the opening of the student's regular school day in the morning and shall be permitted to leave fifteen (15) minutes after the close of the students' day.

Elementary teachers shall be required to report for duty no earlier than fifteen (15) minutes before the opening of the students' regular school day in the morning and shall be permitted to leave twenty (20) minutes after the close of the students' regular school day.

Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and scheduled teachers' meetings, except that on Friday or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

- B. Both parties recognize that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible.
- C. Recognizing that the geographical location of the elementary schools makes equal placement of students difficult, the Board will make a reasonable effort to equalize class loads within each grade level or subject discipline. It is agreed that the system wide ratio of students in grades K-5 to classroom teachers shall not exceed 27 as of the Pupil Count. In computing this average only general education K-5 enrollment will be used.
- D. The normal weekly classroom teaching loads in the kindergarten is equivalent to five full work days per week and they shall be counted as two teachers. If the teaching load is 2.5 work days per week, the teacher shall be counted as one.
- E. The normal teaching load at the middle school will be six (6) assigned periods per day with one unassigned/planning period per day. The normal teaching load at the high school is four (4) assigned periods and one (1) unassigned/planning period per day with one (1) Seminar period two (2) times per week.
- F. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than the time allotted to the students' lunch in their particular building.
- G. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- H. A teacher engaged during the school day with any representative of the Board or participating in any professional grievance negotiation, mediation or arbitration, shall be released from regular duties without loss of salary.
- I. All teachers shall be required to monitor the area of their rooms when their scheduled classes are in

Teaching Hours, Class Loads and Duties

- session and, when possible, in the hall near their rooms during the passing of students between classes.
- J. Teachers are asked to attend all programs that are scheduled during school hours. Included are assemblies and pep meetings, unless said teacher has been previously released by proper authority.
- K. Except on proper permission of a building administrator, teachers shall remain within the assigned building during the hours school is in session, with the exception of the teachers' lunch period.
- L. The number of student assigned to a combination classroom shall not exceed twenty-eight (28). Additionally, each combination classroom shall be provided with up to one and one-half (1-1/2) hours per day of teacher aide assistance, as requested by the teacher.
- M. Elementary Planning Time
Each elementary classroom teacher shall be allowed an average of 275 minutes of planning time for each full week worked. In order to help assure the district meets the planning minutes, teachers will be required to assist with student recesses, not to exceed one recess per week. The district will make every attempt to allow the planning time to be scheduled in at least 20 minutes blocks of time for the teacher.
- N. Planning Period for the Learning Resource People
The Board agrees these teachers are included in the planning period.
- O. At the elementary school level no less than the equivalent of one hour of support staff assistance per day shall be provided for in each building, as scheduled by the building principal, within the confines of the day, unless extenuating circumstances on a particular day preclude such a minimum amount of time. In addition, as part of the instructional day, all teachers will have access to copy machines and FAX machines in order to enhance the District's educational program.
- P. Whenever an elementary classroom in grades K-2 contains over twenty-eight (28) students or in grades 3-5 contains over thirty (30) students, the teacher shall receive one and one-fourth (1-1/4) hour of aide time per day.
- Q. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures, which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.
- R. When a special education student is added to a regular classroom for more than 120 minutes a day, this child will count as one (1) full time equivalent student in determining class size and subsequent aide time. If an aide is assigned to a specific student, this aide will not be counted as an additional aide in determining aide time, nor will the assigned student be counted toward class size when determining overload aide time.

ARTICLE IX
DEPARTMENT AND GRADE LEVEL CHAIRPERSONS

- A. Departments in the middle school and high schools which are comprised of three (3) or more full-time teachers (or their equivalent) shall have a Department Chairperson who shall be elected by their peers and shall serve a term of three (3) years. Beginning with the 2005/06 school year the election of department chairs will take place during the last month of the school year. The election process will include a one week written notification to department members of the time and place of the election. All members will be placed on the ballot and will vote in the department where the majority of their current teaching year is spent. Each teacher will receive one vote. Part-time employees will receive a pro-rated vote. The vote will be confidential by paper ballot with the votes being counted at the conclusion of the voting process. The actual ballots and the results shall be kept on file for one (1) year and may be reviewed by the Association president or designee and the respective building principal, and curriculum director. It is understood that the department chairpersons are primarily tenured classroom teachers and are not considered to be supervisory personnel.
- B. Elementary grade level chairpersons shall be elected at the first monthly released time meeting for a period of three (3) years. The Special Education teachers' group shall be considered as a grade level and shall be entitled to an elected chairperson.
- C. If a department does not have three (3) full-time teachers or their equivalent in each school, only one (1) Department Chairperson shall be elected who shall represent and coordinate programs in both schools. An alternative procedure might be the combination of two or more departments within a school building so that a department head could be elected from within that building. The Title I reading teachers will be counted to determine a department.
- D. The duties and responsibilities of the chairpersons, after input from the teachers, shall be determined by the building principals and the Curriculum Director. These duties and responsibilities shall be evaluated annually by June 1 by the Principal and/or Curriculum Director.
- E. If the Department or Grade Level Chairperson is relieved of his responsibilities as chairperson before the expiration of his term; he may seek recourse through the grievance procedure.
- F. If a chairperson's position becomes vacant during the school year, the position will be filled within thirty (30) school days. The new chairperson shall be elected by his/her peers, and shall serve for the remainder of the three (3) year term.

ARTICLE X
PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation or procedurally improper evaluation of teacher performance not covered by the Michigan Tenure of Teachers Act as amended (Act. 4 P.A. of 1993) shall be subject to the grievance procedure hereinafter set forth. All information forming a basis for disciplinary action will be made available to the teacher and the Association. When a request is received by the designated FOIA Coordinator under the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, to inspect, copy or receive a copy of an employee's record, the employee and the Association President shall be notified.
- C. The responsibilities of each individual teacher include:
1. Careful daily preparation
 2. Participation in activities of the school such as (may be excused by the principal for meritorious reasons):
 - a. Parent Conferences and Open Houses
 - b. PTO meetings
 - c. Staff meetings
 - d. Professional development
 3. Flexibility for non-traditional teachers: Teacher daily hours, breaks, planning periods, limits on after school meetings and other similar limitations, are intended to be applied to classroom teachers and not to restrict the ability to meet program and student needs by such certified personnel as counselors, teacher consultants, and program coordinators. When varying from the normal contract work hours, an appropriate work schedule shall be agreed to by the non-traditional teacher and the building principal.
- D. All personnel records required by Central Administration shall be submitted to the Business Office by each teacher. Items included are:
1. Valid Teaching Certificate
 2. Transcript of credits for
 - a. New Teachers
 - b. Those teachers requiring a Special Certificate
 3. Teacher's Cumulative Record
 - a. New Teachers
 - b. Any change of credit status for any other teacher
 4. Any needed specialized teacher certification or endorsement
 5. Confidentiality statement
 6. Criminal records check/fingerprint record (compliance with student safety initiative law, effective 1/1/06)

Future items may be included pending agreement between the Association President and the district.

ARTICLE XI
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary action and methods invoked by them shall be reasonable and just, and in accordance with established Board Policy. It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's written report that a particular student needs such assistance.
- B. A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as his teaching obligations will allow, full particulars of the incident, after which time a full disposition will be made.
- C. Any case of assault upon a teacher's person or property which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workers' Compensation, shall not be charged against the teacher unless a court of competent jurisdiction adjudges him guilty.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XII
TEACHER EVALUATION AND PROGRESS

- A. A probationary teacher employed for at least one full school year, shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher. A probationary teacher will be evaluated at least once each full school year during the probationary period, which shall be an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. Any Individual Development Plan must be consistent with evaluation criteria.
- B. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The performance evaluation will be based on, but not limited to, at least two classroom observations, at least sixty days apart, conducted during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include at least an assessment of the teacher's progress in meeting goals of his or her individualized plan.
- C. A tenured teacher shall not be reprimanded, disciplined, or discharged without just cause. Any matters subject to the terms and procedures of the Michigan Teacher Tenure Act shall not be subject to the grievance procedure or arbitration provisions of this Agreement. The discharge or demotion of a tenured teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto. The discharge of a probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto. Probationary teachers may appeal disciplinary measures through the grievance procedure, but such grievances shall not be subject to arbitration.
- D. Revision of the criteria, format or instrument for evaluation of staff may be initiated by the Superintendent or the Association through the Educational Advisory Council (E.A.C.). The E.A.C. may establish a committee of staff and administrators to work on any evaluation modification requests. If the revision is reviewed and approved by a majority of E.A.C. members, the new evaluation criteria, format or instrument will go into effect at the beginning of the next school year.
- E. No later than April 1 of each probationary year, the Administration shall submit the final written evaluation to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher, the Association and the Department Chairperson. If the report contains any information not previously made known to, and discussed with, the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary

teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association. In any grievance or tenure proceeding, all evaluations and responses thereto shall be admissible.

- F. Each teacher shall have the right, upon request, to review the contents of his own personnel file and respond thereto. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following items of information:

All teacher evaluation reports

Teaching Certificate and/or copy

A transcript of academic records

Tenure recommendations

Policy review documentation

Federal I-9 Form

Criminal Record Check/Fingerprints

PA 189 Document

Annual Record of Professional Development - PA 335 of 1993

- G. Non-classroom tenured teachers covered under this agreement will have a performance evaluation at least once every three (3) years. If the non-classroom teacher has received a less than satisfactory performance evaluation, the teacher will be provided with an individualized development plan developed by the administration personnel in consultation with the individual non-classroom teacher. The performance evaluation will be based on, but not limited to, one general observation. It is understood that some areas of the evaluation instrument may not be appropriate for the non-classroom teacher and those areas may be noted as "NA" (non-applicable).

ARTICLE XIII
UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or counties, foreign or military teaching programs, the Peace Corps, Teachers' Corps or Job Corps as full time participant in such programs.
- B. A teacher upon written request submitted by April 1 shall be granted a leave of absence for a full school year. Any request after April 1, the Board is not obligated to grant the leave unless a replacement can be secured. The teacher must begin and return from the leave at the end of a school year. Upon return from the leave the teacher shall be placed at the position on the salary schedule to which he/she would have been entitled at the commencement date of the leave. A leave will not be granted for purposes of full-time employment with another school district.
- C. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period for up to two years as required by draft laws or as required by a national emergency.
- D. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning or serving in a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period, for up to two years.
- E. A teacher upon written request, submitted at least thirty (30) days in advance when possible, shall be granted a child care leave of absence for the purpose of parental care of a newborn child for the remainder of the term or school year or for the full term or school year following the date of the teacher's recovery from the disability period attendant to the birth of the child. If the teacher returns from leave at the beginning of the next school year following the birth of the child, the teacher shall be returned to the assignment from which he/she took leave subject to the reassignment provisions of this Agreement.
- F. Unpaid childcare leave as provided for in Section E shall also be available to teachers upon the adoption of a child. The date of adoption will be substituted for the date of birth.
- G. Upon written application submitted no later than April 1, a teacher shall be granted a leave of absence for up to two (2) full terms, for the purpose of engaging in not less than half-time study at an accredited college or university. Upon return from such leave, a teacher shall be placed at the position on the salary schedule to which he/she would have been entitled had he/she taught in the district during such period. The teacher shall present certified documentation from the educational institution of attendance as no less than a half-time student in an area related to the continuation of a career in education.

Unpaid Leaves of Absence

- H. In all cases whereby a teacher requests and is granted a leave of absence under the terms of this Master Agreement, the conditions of said leave of absence shall be stated to the satisfaction of both parties and recorded on the "Leave of Absence Form"--Appendix E of this agreement in triplicate. The disposition of this form will be: one copy to the Board of Education, one copy is to be retained by that person requesting the leave of absence, and one copy to the Association.

All leaves in this Article shall be subject to the following conditions:

1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education. No seniority shall be accrued while on an extension of a leave of absence beyond the initial year of the leave.
 2. The teacher shall be returned to the assignment from which he/she took leave subject to the reassignment provisions of this Agreement and/or Article XIX, LAYOFF PROCEDURE.
 3. All leaves of absence shall be for the remainder of a term or school year, or full term or school year, at the option of the teacher, unless otherwise arranged with and approved by the Board.
 4. A teacher desiring to return from leave at the beginning of a school year shall notify the district of his/her intent to return on or before April 1 of the preceding school year.
- I. Short-term unpaid leaves for unusual, extenuating and/or emergency situations may be taken only upon approval of the Superintendent.

ARTICLE XIV

LEAVE PAY

(The changes to the language in this article will take effect for the 2007-2008 and 2008-2009 school years. The current language will remain in effect until June 30, 2007.)

- A. At the beginning of each school year each teacher shall be credited with 13 leave days to be used for either illness or personal business. A physician's statement and/or verification may be required in cases of chronic illness and/or absences of three (3) or more consecutive workdays. The unused portion of such an allowance shall accumulate from year to year without limitation. Leave days are not to be used the first or last day of a term or year or on a day immediately preceding or following a holiday while school is in session, except in case of an emergency or with Superintendent approval.

Any leaves of more than three (3) consecutive days must be reported to the building principal. A teacher may use no more than six (6) leave days consecutively in a school year, except in case of illness. The teacher shall make a request for the use of these days to the Superintendent as soon as possible but not later than two (2) weeks prior to the dates requested, except in case of an emergency. Requests for consecutive use of leave days shall be granted provided there are not an unreasonable number of teachers absent. Potential denial of request shall be discussed between the Superintendent and the President of the St. Johns Education Association, who shall attempt to resolve the dispute. If there remains a dispute as to the reasonableness of the number of teachers absent, the Association may submit the dispute to the Superintendent for an expedited decision. If a dispute remains after the decision of the Superintendent, the Association may submit the dispute to expedited decision to the Board of Education. If a dispute remains after the Board of Education the Association may submit the dispute to expedited arbitration through the American Arbitration Association in accordance with its rules for a binding decision as to the reasonableness of the number of teachers absent from the school district and/or building on the dates requested. The fees and expenses of the arbitrator shall be paid by the non-prevailing party. Beginning with the 2007-2008 school year, all current sick and personal days shall be combined and recognized as leave days.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request by the teacher, except that the position on the salary schedule may increase by one step only.
- C. Leaves of absence with pay not chargeable against the teacher's leave allowance shall be granted for the following reasons:
1. Absence when teacher is called for jury service. Teacher will be deducted the amount received for such duty from regular pay.
 2. Court appearance as a witness in any case connected with the teacher's employment, or the school, or whenever a teacher is subpoenaed to attend a legal proceeding.

Leave Pay

3. Approved visitation at another school or approved educational conference or convention.
 4. Time necessary to submit to selective service physical examination.
 5. Death in the immediate family. Immediate family is to include Spouse, Child, Mother, Father, Brothers and Sisters, Grandparents, Grandchildren, Step Parents and Step-Children of the employee and the employee's spouse. A maximum of three (3) days bereavement will be allowed. With the death of a parent, spouse or child of an employee, additional leave days may be used. Taking exception to paragraph C, these additional leave days will be chargeable against the employee's accumulated leave time.
- D. Absence due to injury in the course of the teacher's employment and compensable under the Michigan Workers' Compensation Act shall result in the teacher continuing to receive his/her normal salary provided accrued sick leave time is used to make up the difference between the salary and the benefits received under the Michigan Workers' Compensation Act. Once the teacher's sick leave is exhausted such payments by the Board shall cease.
- E. A teacher absent from work with mumps, scarlet fever, measles, or chickenpox shall suffer no diminution of compensation and shall not be charged with leave for a period not to exceed three (3) weeks, provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility. The diagnosis of the disease may be requested by the Board by a Doctor of Medicine or Osteopathy.
- F. After the disposition of the leave form by the teacher and principal, a copy of said form will be given to the teacher.
- G. The number of accumulated leave days will appear on each teacher's personnel folder at the beginning of each year.
- H. The Board shall provide to the Association fifteen (15) days for the transaction of Association business, conference days, etc. The request for Association days will be approved by the Superintendent. The Association will reimburse the Board for the substitute cost at the prevailing substitute rate of pay.
1. Additionally, the Association shall be provided with ten (10) days to be used in connection with the negotiation of any successor collective bargaining agreement, provided the Association will reimburse the Board for the substitute cost at the prevailing substitute rate of pay.
 2. The Board of Education agrees to release the designated agent of the Association one-half day per week if requested to transact Association business provided the agent does not interrupt classes. The agent and the building principal shall establish at the beginning of each semester the days he/she shall use in that semester. Changes in the established schedule shall be mutually agreed upon by the agent and the building principal. The Board shall not have to pay the cost of this released time.

Insurance Protection - con't.

- B. Effective February 1, 2007, teachers are placed on Choices II, teachers will pay \$97.50/pay for insurance premiums. This rate will remain in effect until December 31, 2007. From January 1, 2008, through June 30, 2008, 50% of any premium increase experienced after June 30th, 2007, will be split 80% to the District and 20% to the employee. For the 2008-2009 school year, any insurance premium increase experience after June 30th, 2008, will be split 80% to the District and 20% to the employee. Unless otherwise negotiated, effective June 30th, 2009, teachers will pay the FY2009 year end biweekly contribution for insurance premiums in addition to the following formula: the Board will make payment of an amount toward the monthly premiums for each teacher for the plan selected at not more than the % increase in the school foundation grant for that particular year. Should the premium increase amount exceed the foundation percentage, the employee shall pay the next 5%. Should the premium increase amount exceed the additional 5%, the Board and the employee will each be responsible for one-half (1/2) the amount of the excess premium cost. The amounts for which the teacher is responsible shall be paid by deduction from the teachers' salary monthly or through the execution of a salary reduction agreement.
- C. Effective September 1, 2002, the Board shall make a monthly payment of one hundred forty-five dollars (\$145.00) for each teacher participating in Plan B into a tax shelter annuity account selected from among those presently made available through the School District.
- D. In the event of the death of an employee, the district shall maintain the above-mentioned fringe benefits for three months at no cost to the employee's family.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. At least twenty-five (25) copies shall be provided to the Association.
- C. 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 a provision or application shall not be deemed valid and subsisting except to the extent permitted by law, that all other provisions or applications shall continue in full force and effect.
- D. The Association shall not promote or authorize a strike by the bargaining unit during the duration of this contract.
- E. Probationary Status of New Teachers:
 - 1. The probationary period for new teachers in the State of Michigan shall be four years.
 - 2. Tenured teachers in the State of Michigan who have moved to another school district: May be placed on probationary status for a period of not more than two years.
- F. There shall be \$300 budgeted for each elementary building for the purpose of providing assembly programs. An additional \$200 per building will be provided to support in-house elementary music programs.
- G. The Association shall be provided with a copy of the monthly enrollment report upon request.
- H. The school district will allow each teacher free access to all school activities, except Dinner Theatre. A driver's license will be used for identification.

ARTICLE XVII
PROFESSIONAL COMPENSATION

- A. The Board will issue payment determined and scheduled by the business office within the September – August school year.
Effective with the 2000-01 school year and beyond new employees will be paid in 26 or 27 equal pays. Also effective with the 2000-01 school year current employees whose 1999-00 payments schedule is 26 pays will no longer have the opportunity to request payment in 21 pays. Current employees receiving payment in 21 pays will be grand fathered.
- B. Teachers newly employed after July 14, 1994, shall be given credit for past experience based on the following: 1-9 years of experience would be given one (1) year, 9 or more would be given two (2) years. This provision shall not preclude the school district from granting full or partial credit for experience above two (2) years.
- C. Teacher involved in extra duty assignments set forth in Appendix B & C which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed Appendices without deviation.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed for mileage driven at the Internal Revenue Service's allowable reimbursable rate per mile in effect at that time. Routes are to be approved by the Administration.
1. The reimbursable mileage is that mileage traveled between schools and is not to include mileage incurred in traveling to work in the a.m. or returning home in the p.m., and travel within the district for attendance of a release-time meeting.
 2. Mileage incurred in travel to a central office for that teacher's conference period will be included as reimbursable mileage.
 3. The total reimbursable monthly mileage for each teacher covered by this paragraph will be agreed upon by the teacher, determined by the designated agent of the Association and the Superintendent's designee for the Board of Education at the end of the first four (4) weeks of school, and agreed established route will be formulated, and this will be used as a basis for that teacher's monthly mileage reimbursement for the remainder of the school year. The agreed upon mileage will be subject to adjustment pending any schedule changes.
 4. The same allowance shall be given for use of personal cars for field trips or other business of the district. A voucher shall be filed each month, signed by the immediate supervisor.
- E. To advance to the next step on the salary schedule the secondary teacher must serve three (3) full trimesters and an elementary teacher must serve two (2) full semesters. For this article, semester is defined as the first half of the school year.
1. Teachers starting a school year with full knowledge that a leave will be necessary before the end of the semester, will be given full credit for the semester, toward advancement on the salary schedule provided they serve fifty-five (55) or more duty days of the semester.
 2. Teachers starting the year with full knowledge that a leave will be necessary during the second semester, will be given full credit for the second semester, toward advancement on the salary schedule provided they serve fifty-five (55) or more duty days in the second semester.

Professional Compensation

3. Teachers forced to take a leave under emergency situation will be given full credit toward advancement on the salary schedule, provided fifty-five (55) or more duty days have been served during the semester.
- F. All Department and Grade Level Chairpersons shall be paid at the rate of 4% of the BA salary schedule step, which corresponds to the number of years the teacher has served in this capacity.
 - G. Teachers accumulating enough credit hours for movement to a higher step on the salary schedule shall receive an immediate adjustment in pay upon presentation of proof of credits earned through a transcript from the educational institution.
 - H. Building School Improvement Chairpersons shall be paid at the rate of 2% of the BA salary schedule step, which corresponds to the number of years the teacher has served in this capacity, beginning with the 1994-95 school year.
 - I. Bargaining Unit Members currently hold counseling positions within the district shall be entitled to two annual professional organization memberships, one national and one state, or two state memberships, when approved by the district and within district budget guidelines.
 - J. A mentor teacher shall receive additional annual compensation of \$150.00. Such additional compensation shall be equally divided throughout the school year.
 - K. In the importance of establishing a positive relationship between the district and the association, the district agrees that the president of the SJEA shall receive an additional daily planning period. In situations where this is not feasible or desired, the president can arrange through the superintendent to receive a stipend of 8% of their salary in lieu of this time. If the stipend is chosen, payment will begin with the first pay of the school year and will be divided equally over the course of the year. The president and the superintendent will meet annually to decide which of these two options will be implemented.

This agreement will remain in place at least one full school year past the current superintendent's tenure, at which time it will be renegotiated with his successor. Should the president of the SJEA change during the current Superintendent's tenure, the Superintendent, at his discretion, will determine whether to continue the payment of the stipend.

ARTICLE XVIII
GRIEVANCE PROCEDURES

A. Definitions

1. A grievance shall be defined as an alleged violation of a written term or provision contained in this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
4. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
5. The term "days" shall be interpreted as meaning working school days unless otherwise stipulated.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives for each school building who shall be recognized as official representatives of the Association in grievance procedures.
2. The Association shall establish a Grievance Committee. In the event that any member of the Committee is a party in interest to any grievance, he shall disqualify himself and a substitute be named by the Association.

D. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association and the Administration. In the event a grievance is filed on or after May 1, which is left unresolved until the beginning of the following school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. **Level One (Principal)**

A teacher or the Association with a grievance shall submit it, in writing, to the teacher's unit administrator either individually, together with an Association representative, or through an Association representative within twenty (20) days of the occurrence or knowledge of the event upon which the grievance is based.

Grievance Procedures

The decision of the unit administrator shall be rendered, in writing, within five (5) days after the presentation of the grievance. If the grievance involves more than one (1) building, the grievance may be filed directly at Level Two.

2. **Level Two (Grievance Committee/Superintendent)**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five (5) days after presentation of the grievance and the grievance committee decides this is a legitimate grievance, it may file an appeal with the Superintendent or the Superintendent's designee within ten (10) days of the Level One disposition. The Superintendent shall meet with the Association's designated representative to discuss the grievance. The decision of the Superintendent shall be made in writing within ten (10) days from the receipt of the appeal.

3. **Level Three (Board)**

In the event the Association is not satisfied with the disposition of the grievance at Level Two, or, if no decision has been rendered within ten (10) days after presentation of the grievance to the Superintendent, it may file an appeal with the Secretary of the Board within ten (10) days of the Level Two disposition. This appeal shall be in writing and shall be accompanied by a copy of the appeal and decision at Level Two. No later than at the next regular meeting of the school board after a five (5) day period following receipt of the appeal, the Board shall hold a hearing on the grievance for the purpose of arriving at a decision upon the grievance. Within ten (10) days after the hearing on the appeal, the Board shall communicate its decision, in writing, to the Principal, the Superintendent, the Association, Counsel for the Association, and to the aggrieved, if any.

4. **Level Four (Arbitrator)**

In the event the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been rendered within the time lines for decision at Level Three, the grievance may be submitted to arbitration by filing a demand for arbitration with the American Arbitration Association within twenty (20) days of the disposition by the Board. The rules and procedures of the American Arbitration Association shall govern the selection of the arbitrator and the arbitration hearing. Both the Board of Education and the Association agree to be bound by the award of the arbitrator.

E. **Rights to Representation**

No teacher may be represented by any teacher organization other than the Association in any procedure initiated pursuant to this Agreement.

F. **Miscellaneous**

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. Copies of all written decisions of grievance shall be sent to all parties and the Association.
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 participations.

Grievance Procedures

4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files to the participants.
 5. Forms for filing and processing grievances shall be designed by the Grievance Committee, and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.
 6. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
- G. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearings or if oral hearings have been waived, then from the date final statements and proof are submitted to him, and shall be final and binding upon the Association, its members, all employees covered by this Agreement, and the District.
- H. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.
- I. In the event a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.
- J. There shall be no appeal from an arbitrator's decision if it is within the scope of this authority as set forth above. It shall be binding on the Association, its members, the employee or employees involved, and the Board.
- The fees and expenses of the arbitration shall be assessed to the parties as follows:
1. If the grievance is sustained and the remedy sought by the Association is awarded in full the Board shall pay the fees and expenses in full.
 2. If the grievance is denied in full the Association shall pay the fees and expenses in full.
 3. If the grievance is neither sustained in full nor denied in full the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.
- K. The following matters shall not be the basis of any grievances filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. Any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 Michigan, as amended).

ARTICLE XIX
LAYOFF PROCEDURE

A. If cuts in the educational program, curriculum, and/or staff are deemed necessary, the Board shall discuss said cuts with the Association prior to the enactment of any reduction in staff.

It is hereby specifically recognized that it is within the authority of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.

In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:

1. Probationary teachers with the least number of years in the St. Johns Public School System will be laid off first, provided there are remaining fully certified and fully qualified teachers to replace and perform all of the needed duties of the laid off teachers.
2. In the event tenure teachers must be laid off, then the tenure teachers with the least number of years of continuous service in the St. Johns Public School System will be laid off first, provided there are remaining fully certified and fully qualified teachers to replace and perform all of the needed duties of the laid off teachers. It is expressly understood that the Association shall have a right to review the list of teachers to be laid off. In the event of a dispute concerning this list, the Association shall have the right to file a written grievance thereon.
3. Recall shall be in inverse order of layoff provided the teacher is certified and qualified to fill a vacant position.

- a. Probationary teachers shall be eligible for recall for a period not to exceed three (3) years from their final day of service before layoff. Tenure teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed five (5) years from their final day of service before layoff. At the expiration of the above recall periods all rights to re-employment are automatically lost.

A teacher who declines recall

to a comparable position for which he/she is certified and qualified, shall forfeit all seniority rights under this Agreement, unless refusal of recall is otherwise permitted under the Teachers' Tenure Act. A "comparable" position shall be a position which is substantially equivalent in term of full or part-time status to the assignment held by the teacher at the time of layoff.

- b. The Board shall give written notice of recall by certified mail return receipt requested at the teacher's last known address.
- c. It shall be the teacher's responsibility to notify the Board of any changes in address.
- d. Should an employee fail to report to work or provide the Board with notice of his/her intent to return within ten (10) calendar days of the receipt of recall

Layoff Procedure

notification, unless an extension is granted by the Board, he/she will be considered a voluntary quit and shall thereby terminate his/her employment relationship with the Board. A copy of the letter of recall shall be sent to the Association President.

- e. Upon recall from layoff, all benefits under this Agreement shall be restored to the employee.
- B. A teacher shall be fully certified for a position if the teacher possesses a valid certificate issued by the Michigan Department of education which permits the teacher to teach the grade level and subject matters of the position.
- C. For purposes of this Article a teacher will be qualified for the position as follows:
1. For position at the elementary level, the teacher must possess elementary certification, except that for positions in specialist areas such as Art, Music, and Physical Education, the teacher must possess specific certification in the special subject matter to be taught.
 2. For positions at the middle school level, the teacher either must possess a major or minor or endorsement in the subject area to be taught, have equivalent academic training, have teaching experience in the subject matter to be taught, or demonstrate the ability to teach the subject, prior to taking the assignment.
 3. For positions at the high school level, the teacher must possess certification in the subject matter to be taught and meet the North Central Accreditation standards and vocational authorization where applicable.
 4. Teachers who are within three (3) semester hours of being in compliance with the accreditation standards for high school positions and possess the necessary certification, shall be deemed qualified for the position for purposes of retention, but must return, if assignment is timely given, to an accredited college or university no later than the term concurrent with the beginning of their assignment for the purposes of acquiring the credits to come into full compliance.
 5. For high school positions which require special skills in the areas of Art, Instrumental/Vocal Music, Home Economics, and Physical Education, the teacher must possess the requisite skills as shown by academic training or teaching experience in the courses to be taught, or demonstrate the ability to teach the subject, prior to taking the assignment.
- D. Any teacher who is granted tenure shall have seniority from the last date of hire. Any teacher who transfers to an administrative position and shall later return to a teacher status shall be entitled to such rights as he/she would have had under this Agreement except he/she shall not add to his/her seniority as a teacher while in such administrative position.

Administrators who were in the employ of the Board during the 1985-86 school year, and counselors who were in the employ of the Board during the 2001-2002 school year, shall have all accumulated service time with the St. Johns School System for seniority purposes in the bargaining unit should they return to the bargaining unit for reasons other than termination or demotion for unsatisfactory performance. Furthermore, reassignment of these administrators/counselors to bargaining unit positions with seniority will be only because of declining enrollments or financial cutbacks. If they are

Layoff Procedure

returned for any other reasons, they shall retain only the seniority rights he/she had as a teacher in the district.

Once administrators have returned to the unit, the provisions of this article do apply to any future transfer to an administrative position.

If two or more teachers are tied, having the same date of hire, those teachers shall be ranked in order by the highest four digit number determined by the last four digits of their respective social security numbers, the higher numbers being given the higher seniority rank. A seniority list will be submitted to the Association at least thirty days before any layoff. Counselors shall gain all rights and privileges of the bargaining unit with regards to seniority and layoff procedures beginning with the 2002-2003 school year, which shall be added to any years they have accumulated as teachers for the St. Johns Public Schools.

- E. Tenure teachers on layoff will be recalled in order of seniority to the next available positions for which they are fully certified and fully qualified.
- F. Teachers on layoff who acquire additional credentials which expand the scope of their certification and/or qualifications shall have those credentials considered for the purpose of determining their recall to the next available position for which they are fully certificated and fully qualified and shall not be entitled to displace any teacher who has not been placed on layoff.

Severance and Early Retirement Payments

ARTICLE XX

SEVERANCE AND EARLY RETIREMENT PAYMENTS

A. Each teacher who has worked for the St. Johns Public Schools for at least ten (10) years and who meets the eligibility requirements for retirement of the Michigan Public School Employee Retirement System shall receive a severance benefit as follows:

1. If the eligible teacher provides notice of severance by April 1 prior to the end of the school year of severance and submits his/her resignation to the Superintendent, to be effective at the conclusion of that school year, he/she shall be paid for all accumulated leave days at the time of separation:

<u>Days</u>	<u>1999-2000</u>
100	\$32/day
101-200	\$37/day
over 201	\$47/day

Eligible teachers who do not meet the time lines and criteria specified herein for payment according to the schedule shall receive payment for accumulated leave days as provided in A.2., unless prevented from complying with this provision by death or disability. Disability must be verified by a Board appointed physician. In the event of death of the teacher, payment shall be made to the teacher's designated beneficiary.

2. If the eligible teacher does not meet the time lines and criteria for payment according to the schedule on A.1., the teacher shall be paid one-half of the schedule for one-half (1/2) of his/her accumulated leave days at the time of separation not to exceed one hundred (100) paid days.

B. A teacher eligible for retirement under the Michigan Public School Employees Retirement System may make application for a severance payment according to the terms and conditions hereafter set forth:

1. No later than April 1 of the school year of retirement, the teacher must make application for the purpose of retirement, which will be effective at the conclusion of that school year. Within three (3) working days following receipt of the approved application, the teacher must submit the resignation to the Superintendent for the purpose of retirement to be effective at the conclusion of the school year.

Severance and Early Retirement Payments

2. A teacher who is forced to retire due to disability at a time subsequent to April 1 of the school year of retirement, may make application and receive severance payment provided he/she is otherwise eligible and submits a resignation for the purpose of retirement due to the disability.
3. Upon meeting the conditions of subsections 1 or 2 above, teacher shall receive a one-time payment of seven thousand five hundred dollars (\$7500), which may be disbursed in quarterly payments commencing at the effective date of retirement.

ARTICLE XXI

DURATION

- A. This Agreement shall become effective on August 29, 2005, and shall continue in effect through the 31st day of August, 2009. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for a successor Agreement.

Ratified: _____

Ratified: _____

Don Johnson
Ingham/Clinton Education Association
St. Johns Public Schools

William Tennant, President
Board of Education

Mark Horak
President
St. Johns Education Association

Nick Koenigsknecht, Secretary
Board of Education
St. Johns Public Schools

**APPENDIX A
SALARY SCHEDULE 2005 - 2006**

BA		BA+20		MA	
*STEP	SALARY	*STEP	SALARY	*STEP	SALARY
1/2	\$35,145	1/2	\$37,992	1/2	\$38,233
2/3	36,693	2/3	38,233	2/3	40,080
3/4	38,233	3/4	40,080	3/4	42,237
4/5	39,773	4/5	42,546	4/5	44,086
5/6	41,316	5/6	43,470	5/6	45,939
6/7	43,158	6/7	45,012	6/7	48,095
7/8	45,015	7/8	46,863	7/8	50,253
8/9	46,245	8/9	49,024	8/9	51,799
9/10	47,786	9/10	50,565	9/10	53,641
10/11	49,633	10/11	51,799	10/11	55,499
11/12	53,084	11/12	55,346	11/12	59,233

*Note: Under Step: If hired prior to the fall of 2000 use the number on the right. If after 2000 use the year number on the left.

**APPENDIX A
SALARY SCHEDULE 2006 - 2007**

BA		BA+20		MA	
*STEP	SALARY	*STEP	SALARY	*STEP	SALARY
1/2	\$35,760	1/2	\$38,657	1/2	\$38,902
2/3	37,101	2/3	40,107	2/3	40,361
3/4	38,492	3/4	41,611	3/4	41,874
4/5	39,936	4/5	43,170	4/5	43,445
5/6	41,434	5/6	44,789	5/6	45,074
6/7	42,987	6/7	46,469	6/7	46,764
7/8	44,599	7/8	48,212	7/8	48,517
8/9	46,272	8/9	50,020	8/9	50,338
9/10	48,007	9/10	51,896	9/10	52,225
10/11	49,807	10/11	53,842	10/11	54,183
11/12	51,675	11/12	55,861	11/12	56,215
12/13	54,278	12/13	56,591	12/13	60,566

*Note: Under Step: If hired prior to the fall of 2000 use the number on the right. If after 2000 use the year number on the left.

**PPENDIX A
SALARY SCHEDULE 2007 - 2008****

BA		BA+20		MA	
*STEP	SALARY	*STEP	SALARY	*STEP	SALARY
1/2	\$36,296	1/2	\$39,237	1/2	\$39,486
2/3	\$37,658	2/3	\$40,708	2/3	\$40,967
3/4	\$39,069	3/4	\$42,235	3/4	\$42,502
4/5	\$40,535	4/5	\$43,818	4/5	\$44,097
5/6	\$42,055	5/6	\$45,461	5/6	\$45,750
6/7	\$43,632	6/7	\$47,166	6/7	\$47,466
7/8	\$45,268	7/8	\$48,935	7/8	\$49,245
8/9	\$46,966	8/9	\$50,771	8/9	\$51,093
9/10	\$48,727	9/10	\$52,674	9/10	\$53,009
10/11	\$50,554	10/11	\$54,650	10/11	\$54,996
11/12	\$52,450	11/12	\$56,699	11/12	\$57,058
12/13	\$55,093	12/13	\$57,440	12/13	\$61,474

*Note: Under Step: If hired prior to the fall of 2000 use the number on the right. If after 2000 use the year number on the left.

****AN ADDITIONAL .25 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM FIVE TO 10 STUDENTS.**

****AN ADDITIONAL .50 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM 11 TO 16 STUDENTS.**

****AN ADDITIONAL .75 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM 17 TO 24 STUDENTS.**

****AN ADDITIONAL 1.0 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM 25 OR MORE STUDENTS.**

Note: Foundation allowance is defined throughout this contract as the state appropriated per pupil funding amount upon which the base funding for the school district is calculated using the blended pupil count for each respective year.

The board will explore an ERI with the analysis completed no later than March 1, 2007

**APPENDIX A
SALARY SCHEDULE 2008- 2009****

BA		BA+20		MA	
*STEP	SALARY	*STEP	SALARY	*STEP	SALARY
1/2	\$36,841	1/2	\$39,825	1/2	\$40,078
2/3	\$38,222	2/3	\$41,319	2/3	\$41,581
3/4	\$39,655	3/4	\$42,868	3/4	\$43,140
4/5	\$41,143	4/5	\$44,475	4/5	\$44,758
5/6	\$42,686	5/6	\$46,143	5/6	\$46,437
6/7	\$44,287	6/7	\$47,874	6/7	\$48,178
7/8	\$45,947	7/8	\$49,669	7/8	\$49,984
8/9	\$47,670	8/9	\$51,532	8/9	\$51,859
9/10	\$49,458	9/10	\$53,464	9/10	\$53,804
10/11	\$51,312	10/11	\$55,469	10/11	\$55,821
11/12	\$53,237	11/12	\$57,549	11/12	\$57,914
12/13	\$55,919	12/13	\$58,302	12/13	\$62,396

*Note: Under Step: If hired prior to the fall of 2000 use the number on the right. If after 2000 use the year number on the left.

****AN ADDITIONAL .25 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM FIVE TO 10 STUDENTS.**

****AN ADDITIONAL .50 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM 11 TO 16 STUDENTS.**

****AN ADDITIONAL .75 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM 17 TO 24 STUDENTS.**

****AN ADDITIONAL 1.0 PERCENT WILL BE APPLIED FOR ALL AMOUNTS IF A FOUNDATION INCREASE OCCURS AND THE BLENDED STUDENT COUNT INCREASES FROM 25 OR MORE STUDENTS.**

Note: Foundation allowance is defined throughout this contract as the state appropriated per pupil funding amount upon which the base funding for the school district is calculated using the blended pupil count for each respective year.

The board will explore an ERI with the analysis completed no later than March 1, 2007

Appendix A
Salary Schedule

1. In addition to the preceding four salary schedules:
 - a. Those persons having 40 semester hours of graduate credit, beyond a provisional teaching certificate, in their teaching field, shall be placed on the MA salary schedule.
 - b. Five percent (5) of the MA Step 3 shall be added to the MA step for 15 semester hours of graduate credit beyond the MA.

Effective September 1, 1987, undergraduate semester credit hours may be applied toward the fifteen (15) semester hours of graduate credit beyond the MA, provided approval has been obtained from the Superintendent prior to taking the courses. Approval will not be denied unless, in the Superintendent's judgment, the proposed courses are not related to the teacher's present assignment and/or will not be useful in the teacher's assignment.

- c. Ten percent (10%) of the MA Step 3 shall be added to the MA step for the possessor of an Educational Specialist Degree.
- d. Ten percent (10%) of the MA Step 3 shall be added to the MA step for the possessor of 30 semester hours or 45 term hours of graduate credit beyond the MA degree, provided the hours are in the person's teaching or related field.

Effective September 1, 1987, up to fifteen (15) undergraduate semester credit hours may be applied toward the thirty (30) semester hours of graduate credit beyond the MA, provided approval has been obtained from the Superintendent prior to taking the courses. Approval will not be denied unless, in the Superintendent's judgment, the proposed courses are not related to the teacher's present assignment and/or will not be useful in the teacher's assignment.

- e. Beginning with the first pay of the 1975-76 school year (September 5, 1975) the Board of Education will contribute to the Michigan Teachers' Retirement Fund 5% of each teacher's gross pay.
- f. Effective with the 2006-2007 school year. Those teachers who have obtained a Master's Degree or its equivalent, as in paragraph a. above, shall be paid a longevity payment as follows:

15 years of service in St. Johns equals a three (3) percent payment; 20 years - 6%; 25 years - 9%. The payment shall be calculated on Step 10 of the MA schedule.

Effective with the 2006 - 2007-school year. Those teachers on a Bachelor's Degree salary schedule step shall be paid a longevity payment as follows:

15 years of service in St. Johns equals a three (3) percent payment; 20 years - 6%; 25 years - 9%. The payment shall be calculated on Step 10 of the respective BA or BA+20 schedule.

Eligibility will be determined at the beginning of the contract year based on full years of service and degree column placement at the time. Longevity payments will be rounded to the nearest semester. Teachers with hire-in dates November 1st or earlier will receive longevity payments based on the first day of school. Teacher with hire-in dates from November 2nd – January 15th of the same school year will receive longevity payments based on the first pay date following the second semester. For hire-in dates from January 16th – March 31st, longevity payments will be based on the first pay date following the second semester. For teachers hired April 1st or after, longevity payments will not begin until the beginning of the next school year. Partial years of service may be accumulated for longevity eligibility provided that when the sums of partial years total one year of service during the ensuing school year, the longevity payment shall become effective at the beginning of the next contract year.

- g. BA+20 - the indicated hours of credit must be of graduate level from a recognized college or university granting advanced degrees and must be in addition to those credits required for the BA Degree and the Provisional Certificate.
- h. It is understood that term hours are equated at two-thirds (2/3) of the value of semester hours.
- i. Summer School instructors shall be paid at the hourly rate of .00066 times the BA base salary.
- j. Band camp: seventy five percent (75%) of weekly salary.
- k. Any vocationally certified teacher holding a BA Degree and a valid teaching certificate who works in the summer at a job which will add expertise to their present teaching field will be granted one semester of graduate credit on the salary schedule for every 80 hours of work performed, not to exceed a total of 12 semester hours.

The application for such credit must be approved by the employer, teacher, Director of Vocational Education and the Superintendent.

- l. Bargaining Unit Members holding counseling positions within the district shall be paid an additional 4% and be guaranteed a minimum number of additional days paid, based upon their per diem rate of pay:

Middle School Counselors:	5 days
High School Counselors:	10 days
Middle School Counselors – Master Schedule Coordinator:	5 days
High School Counselor – Master Schedule Coordinator:	5 days

APPENDIX B

**2005 – 2006 School Year
&
2006 – 2007 School Year**

HIGH SCHOOL --

Boys Head Varsity

A.	Football	14.0%
B.	Basketball	13.0%
C.	Wrestling	11.0%
D.	Swimming	10.0%
E.	Baseball	10.0%
F.	Track	10.0%
G.	Cross Country	9.0%
H.	Tennis	9.0%
I.	Golf	7.0%
J.	Gymnastics	9.0%
K.	Soccer	10.0%

Boys Head J.V. - Head 9th Grade

A.	J.V. Football	8.0%
B.	J.V. Basketball	9.0%
C.	9th Grade Football	8.0%
D.	9th Grade Basketball	8.0%
E.	J.V. Baseball	6.0%
F.	9th Grade Baseball	6.0%
G.	J.V. Soccer	6.0%

Boys Assistants

A.	Varsity Football	8.0%
B.	J.V. Football	7.0%
C.	Freshman Football	7.0%
D.	Swimming	8.0%
E.	Track	6.0%
F.	Wrestling	8.0%
G.	Gymnastics	7.0%
H.	Tennis	6.0%

Girls Head Varsity

A.	Tennis	9.0%
B.	Basketball	13.0%
C.	Swimming	10.0%
D.	Volleyball	10.0%
E.	Track	10.0%
F.	Softball	10.0%
G.	Gymnastics	9.0%
H.	Soccer	10.0%

Girls Assistants

A.	J.V. Basketball	9.0%
B.	9th Basketball	8.0%
C.	Gymnastics	7.0%
D.	Swimming	8.0%
E.	Volleyball	8.0%
F.	Track	6.0%
G.	Tennis	6.0%
H.	Softball	6.0%
I.	J.V. Soccer	6.0%

JUNIOR HIGH --

A.	Football - 8th (per coach)	6.0%
B.	Boys Basketball - 8th	6.0%
C.	Boys Basketball - 7th	6.0%
D.	Girls Basketball - 8th	5.5%
E.	Girls Basketball - 7th	5.5%
F.	Wrestling	6.0%
G.	Volleyball	4.5%

CHEERLEADING

High School		
Fall:	Head	6.0%
	Assistant	4.0%
Winter:	Head*	8.0%
	Assistant*	6.0%
Junior High - All Groups		7.0%

INTRAMURALS: \$8.25 per person

* Including Competitive Cheer

APPENDIX B

2007 – 2008 School Year

For the 2007- 2008 school year only, all positions on schedules B & C shall be reduced by 1% of the listed salary in the appropriate appendix.

APPENDIX B

2007 – 2009 School Year

HIGH SCHOOL --

Boys Head Varsity

A.	Football	14.0%
B.	Basketball	13.0%
C.	Wrestling	11.0%
D.	Swimming	10.0%
E.	Baseball	10.0%
F.	Track	10.0%
G.	Cross Country	7.5%
H.	Tennis	9.0%
I.	Golf	9.0%
J.	Soccer	10.0%

Boys Head J.V. - Head 9th Grade

A.	J.V. Football	8.0%
B.	J.V. Basketball	9.0%
C.	9th Grade Football	8.0%
D.	9th Grade Basketball	8.0%
E.	J.V. Baseball	6.0%
F.	9th Grade Baseball	6.0%
G.	J.V. Soccer	6.0%
H.	J.V. Golf	6.0%
I.	J.V. Tennis	6.0%

Boys Assistants

A.	Varsity Football – 2 positions	8.0%
B.	J.V. Football – 2 positions	8.0%
C.	Freshman Football – 2 positions	8.0%
D.	Swimming	8.0%
E.	Track – 1 position	6.0%
F.	Wrestling	8.0%

Girls Head Varsity

A.	Tennis	9.0%
B.	Basketball	13.0%
C.	Swimming	10.0%
D.	Volleyball	11.0%
E.	Track	10.0%
F.	Softball	10.0%
G.	Gymnastics	9.0%
H.	Soccer	10.0%
I.	Cross Country	7.5%
J.	Sideline Cheer	6.0%
K.	Competitive Cheer	8.0%

Girls Head J.V. – Head 9th Grade

A.	J.V. Basketball	9.0%
B.	9th Basketball	8.0%
C.	J.V. Volleyball	9.0%
D.	J.V. Tennis	6.0%
E.	J.V. Softball	6.0%
F.	J.V. Soccer	6.0%
G.	9 th Grade Volleyball	8.0%
H.	J.V. Sideline Cheer	4.0%
I.	J.V. Competitive Cheer	6.0%

Girls Assistants

A.	Gymnastics	7.0%
B.	Swimming	8.0%
C.	Track	6.0%
D.	J.V. Softball	\$500.00

MIDDLE SCHOOL --

Middle School 8th Grade:

- A. Head Coach Football (Maximum of 2 coaches) – 6%
- B. Assistant Football Coach - \$500.00
- C. Head Coach Girls Basketball Coach – 6%
- D. Assistant Girls Basketball Coach – \$500
- E. Head Coach Girls Volleyball – 6%
- F. Assistant Girls Volleyball Coach - \$500
- G. Head Coach Boys Basketball – 6%
- H. Assistant Boys Basketball Coach - \$500
- I. Head Coach Winter Cheerleading – 3.5%

Middle School 7 & 8th Grade:

- A. Head Coach Wrestling – 6%
- B. 8th Grade Assistant Wrestling Coach - \$500
- C. 7th Grade Assistant Wrestling Coach - \$500
- D. Head Coach Boys Track – 6%
- E. Assistant Boys Track Coach - \$500
- F. Head Coach Girls Track – 6%
- G. Assistant Girls Track Coach - \$500
- H. Head Coach Boys Cross Country – 4.5%
- I. Head Coach Girls Cross County – 4.5%
- J. Assistant Boys and Girls Cross Country - \$500

Middle School 7th Grade:

- A. Head Coach Girls Basketball – 6%
- B. Assistant Girls Basketball Coach - \$500
- C. Head Coach Boys Basketball – 6%
- D. Assistant Boys Basketball Coach - \$500
- E. Head Coach Girls Volleyball – 6%
- F. Assistant Girls Volleyball Coach - \$500
- G. Head Coach Winter Cheerleading – 3.5%

*Including Competitive Cheer

2. THE FOLLOWING APPLIES TO APPENDIX B:

- a. The Board at its discretion shall determine the extra curricular program for the school district. The Board may implement a full, increased or reduced program or activity and may eliminate or increase all or part of the extra curricular programs or any activity, including the personnel involved. Such decision by the Board is not subject to the grievance procedure. The activities, personnel and salaries designated in Appendix B are contingent upon the implementation by the Board of a full program in the activity specified, defined as the maximum program implemented between September 1, 1975, and September 1, 1980. Should the Board choose to implement or continue more or less than a full program or activity, the personnel retained shall be paid a proportionate amount of the salary so designated for performing the full activity based upon the proportionate increased or reduction in the number of weeks or scheduled events of the activity. The reapportioned salary shall be made known prior to the assumption of the duties of the activity.
- b. Effective with the 1992-93 school year, all percentages will be in effect for years of experience applied to the BA schedule through the 12th step.
- c. Teachers who move from an Assistant to Head position on Appendix B will be placed on the Salary Schedule at the same experience level they were on the previous year.
- d. Any person outside the Association under Appendix B of this contract shall be compensated for said services as determined by the Board.

APPENDIX C

1. OTHER ACTIVITIES:

Dramatics -

- A. Head Director - per play 8.0%
- B. Assistant - per play 6.0%

Musical

- A. Head Director 8.0%
- B. Assistant (Orchestra) 6.0%
- C. Assistant (Vocal) 5.0%
- D. Assistant (Director) 5.0%
- E. Ass't. Costume & Properties 2.0%
- F. Rehearsal Accompanist 2.0%
- G. Middle School Musical Director (1 play per year) 2.0%

Stage Manager

3.0%

High School Band Director

15.0%

Orchestra Director

7.0%

Assistant Orchestra Director

3.0%

Vocal Music Director

- A. High School 6.0%
- B. Middle School 3.0%
- C. Elementary (Per Staff FTE) 2.0%

Junior High Band Director

7.0%

High School Yearbook

5.0%

Middle School Yearbook

1.0%

High School Newspaper

5.0%

B.P.A.

4.0%

Renaissance

- A. High School 4.0%
- B. Middle School 2.0%

High School Honor Society

2.0%

Quiz Bowl

3.0%

Student Council

- A. High School 8.0%
- B. Middle School 4.0%

It is hereby agreed that all activities in the above listing, which call for a stipend of less than 5%, will be paid in a lump sum upon conclusion of the activity.

2. THE FOLLOWING APPLIES TO APPENDIX C

- a. The Board at its discretion shall determine the extra curricular program for the school district. The Board may implement a full, increased or reduced program or activity and may eliminate or increase all or part of the extra curricular programs or any activity, including the personnel involved. Such decision by the Board is not subject to the grievance procedure. The activities, personnel and salaries designated in Appendix C are contingent upon the implementation by the Board of a full program in the activity specified, defined as the maximum program implemented between September 1, 1975, and September 1, 1980. Should the Board choose to implement or continue more or less than a full program or activity, the personnel retained shall be paid a proportionate amount of the salary so designated for performing the full activity based upon the proportionate increased or reduction in the number of weeks or scheduled events of the activity. The reapportioned salary shall be made known prior to the assumption of the duties of the activity.
- b. Effective with the 1990-91 school year, all percentages will be in effect for years of experience applied to the BA schedule through the 10th step. Effective with the 1991-92 school year, all percentages will be in effect for years of experience applied to the BA schedule through the 11th step. Effective with the 1992-93 school year, all percentages will be in effect for years of experience applied to the BA schedule through the 12th step.
- c. Teachers who move from an Assistant to Head position on Appendix C will be placed on the Salary Schedule at the same experience level they were on the previous year.
- d. Any person outside the Association under Appendix C of this contract shall be compensated for said services as determined by the Board.

APPENDIX D
ST. JOHNS PUBLIC SCHOOLS
GRIEVANCE FORM

LEVEL ONE - PRINCIPAL

GRIEVANT(S) NAME _____

BUILDING _____

DATE FILED _____

DATE GRIEVANCE WAS DISCUSSED BY THE TEACHER WITH PRINCIPAL _____

STATEMENT OF GRIEVANCE _____

CONTRACT ARTICLES ALLEGED TO HAVE BEEN VIOLATED _____

DATE OF VIOLATION _____

REMEDY REQUESTED _____

DATE RECEIVED BY PRINCIPAL _____

PRINCIPAL'S RESPONSE _____

DATE RETURNED TO GRIEVANT _____

LEVEL TWO - SUPERINTENDENT

DATE RECEIVED BY GRIEVANCE COMMITTEE _____

DATE PRESENTED TO SUPERINTENDENT (OR DESIGNATED REP.) _____

DATE RECEIVED BY SUPERINTENDENT (OR DESIGNATED RED.) _____

SUPERINTENDENT'S RESPONSE _____

DATE RETURNED TO GRIEVANCE COMMITTEE _____

=====

LEVEL THREE - BOARD

DATE RECEIVED BY GRIEVANCE COMMITTEE _____

DATE PRESENTED TO THE BOARD (OR DESIGNATED REP.) _____

DATE MEETING HELD BETWEEN BOARD AND GRIEVANCE COMMITTEE _____

BOARD'S RESPONSE _____

DATE RETURNED TO GRIEVANCE COMMITTEE _____

=====

LEVEL FOUR - ARBITRATION

DATE RECEIVED BY ASSOCIATION _____

DATE APPEALED TO ARBITRATION _____

DATE ARBITRATION HEARING HELD _____

(NOTE)

(ATTACHED COPY OF ARBITRATION AWARD TO GRIEVANCE FOR FILING.)

APPENDIX E
LEAVE OF ABSENCE

A leave of absence is being granted to _____

On the date of _____
Month Day Year

This leave of absence will commence on _____

and terminate on _____ under the following mutually agreed

upon conditions:

Superintendent of Schools

Association's Agent

Teacher Making Request

APPENDIX F

SELF-DIRECTED PROFESSIONAL DEVELOPMENT APPROVAL AND REPORTING FORM

Self Directed Hours Scheduled: _____

Teacher Signature (planned): _____

Teacher Signature (completed): _____

Administrator Signature (planned): _____

Administrator Signature (completed): _____

Date Submitted: _____

Date Completed: _____