

PROFESSIONAL AGREEMENT WITH TEACHERS

**BETWEEN THE
BOARD OF EDUCATION
OF THE
ST. JOSEPH PUBLIC SCHOOLS
AND THE
BERRIEN COUNTY EDUCATION ASSOCIATION, MEA/NEA
SEPTEMBER 1, 2019 – August 31, 2022**

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DEFINITIONS

Administration - Professionally qualified personnel who are not eligible for employment in the bargaining unit and who are designated by the Board as administrators and who serve under an administrator's contract.

AR - Association Representative

Base Salary - The salary the individual teacher is scheduled to receive according to experience and educational level as listed in Schedule A.

Community Education - All programs exclusive of the programs addressed within this Agreement and any other K-12 curricular activities as defined in the Curriculum Guide Outlines adopted by the Board and periodically revised.

Conferencing Time - Specific time set apart from instruction time for the purpose of preparing reports about students and meeting or conferencing with parents and/or students.

Duty-Free Lunch Period - That portion of the day when a teacher is not required to supervise, instruct, or prepare for student learning activities.

Emergency Closing - A regularly-scheduled workday cancelled by the Superintendent for extenuating circumstances.

Emergency Meeting - A meeting called by an administrator that is not scheduled and not on a regularly-scheduled meeting day.

Experience Credit - Satisfactory contracted service for the purpose of salary computation.

GCC - Grievance Committee Chairperson

GCM - Grievance Committee Member

Grievance - Any alleged violation, maladministration, misadministration, or non-administration, where applicable, of the Agreement.

Highly Qualified - All teaching staff who meet Federally-mandated High Qualified guidelines.

IEP - Individualized Education Program – A written statement for a student with a disability that is developed, reviewed, and revised in accordance with the regulations promulgated under the Individuals with Disabilities Education Act (IDEA).

IEP Team - Individualized Education Program Team – A group of individuals that is responsible for developing, reviewing, or revising an IEP for a student with a disability.

IEPed Student - A student who is assigned to a regular classroom for all or part of the school day, as part of an IEP, but for purposes of limiting classroom ratios a speech and language impaired

student or other similar IEPed students, whose IEP requires no special instruction by the classroom teacher, shall not be included in the ratio calculation.

Immediate Family - Spouse/significant other, son, daughter, father, mother, person standing in parental stead, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, aunt/uncle, or any dependent living within the immediate household, as defined by the Internal Revenue Code, as amended.

Instruction Time - Time spent with students directing learning activities and supervising of students in classrooms, corridors immediately adjacent to classrooms, playgrounds, or elsewhere during the regular work day.

May - Permissive

MEA - Michigan Education Association

BCEA, MEA/NEA - Berrien County Education Association, Michigan Education Association/National Education Association

NEA - National Education Association

Preparation Time - That portion of the teacher's standard school day exclusive of instruction time, duty-free lunch period, conferencing time, travel, and directed supervision. It includes but shall not be limited to lesson planning, student, parent and professional conferences, research, preparing tests, maintaining records, correcting papers, previewing instructional materials, and similar professional activities.

Report To Duty - Actual presence for the purpose of performing duties on a scheduled workday, or notification of illness with the intent to return to work when health permits.

Shall - Mandatory

Scheduled Base - That salary earned by a teacher with no years of experience and a Baccalaureate degree only. This salary shall be designated as 1.00 and shall serve as the base point in calculating all other indexed salaries.

Substitute Teacher - A person contracted to teach in place of a regularly-contracted teacher.

Teacher - All personnel covered by this Agreement, unless specifically excluded.

Teacher's Hourly Rate - \$30.00 per hour and \$35.00 per hour when asked by an administrator to cover a class during a prep period.

Will - Future

Years:

- A. **Contract Year** – September 1, 2019 through August 31, 2022.
- B. **Individual Teacher Contract Year** - Based on the adopted school calendar, as reflected in the teacher's individual contract.
- C. **Insurance Benefit Year** - January 1 to December 31.
- D. **School Year** - The block of time consisting of regularly-scheduled workdays specified in the published school calendar.

STATEMENT OF AGREEMENT

1. This Agreement is entered into as of July 25, 2019, by and between the Board of Education of the St. Joseph Public Schools, County of Berrien, Michigan, (the "Board"), and the Berrien County Education Association, MEA/NEA, (the "Association" or BCEA, MEA/NEA).

Following extended and deliberate negotiations, the Board and the Association have reached certain understandings as to wages, hours, terms, and other conditions of employment, and agree as follows:

ARTICLE 1 **Recognition**

- A. The Board recognizes the Association as the exclusive and sole bargaining representative, as defined in Section 11 of the Public Employment Relations Act as amended, for all tenure and probationary instructional personnel certificated by the Michigan State Board of Education and School Social Workers, under contract or on leave, employed by the Board excluding: Superintendent, Assistant Superintendents, Administrative Assistants, Principals, Assistants, and other administrative and supervisory personnel, Substitute Teachers, and Community Education Personnel excluded by mutual agreement between the parties. Except where specific differentiation is made, the term "Teacher", when used in this Agreement, refers to all employees represented by the Association in the negotiating unit as above defined.
- B. The Board agrees not to negotiate with any Teachers' organization other than the Association for the duration of this Agreement.
- C. The terms "Teacher" or "Employee", singular or plural, when used in this Agreement, refers to all personnel represented by the Association in the bargaining unit as defined above.
- D. Nothing in this Agreement shall be construed to deny any Teacher rights he or she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to Teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.
- E. This Agreement is between the Berrien County Education Association, Michigan Education Association/National Education Association (Association) and the Board of Education of the St. Joseph Public Schools. For the life of this Agreement, the administration of this Agreement is fully delegated to the local St. Joseph representatives of the Association. Said representatives shall be members of the Association, who are also bargaining unit employees, and the names and positions of these local Association representatives shall be given to the Superintendent, in writing, upon ratification of this Agreement, and this list shall be updated as changes are made.

ARTICLE 2
Association Rights

- A. The Teachers and the Association, as the exclusive bargaining representative of the Teachers, shall have all of the rights and privileges granted to them by the Michigan Public Employment Relations Act, as amended, and by other applicable Michigan statutes now or hereafter enacted.
- B. The provisions of this Agreement are to be applied without regard to religion, race, color, national origin, age, sex, disability, height, weight, and marital status.
- C. The Association shall be permitted the use of school facilities for regular and special business meetings of the Association and for committee meetings on Association business as well, provided that:
 - 1. This use will not conflict, interfere with, or interrupt normal school operations.
 - 2. Any necessary charges for custodial or other services shall be paid by the Association.
 - 3. A prior notice (at least two (2) days) from the Association has been received.
 - 4. The Association shall be liable for any damages to facilities due to negligence by the Association.
- D. The terms of this Article shall not prohibit the Board and the Association from entering into a rental agreement for regular use of office space.
- E. The Association may use all technology available to Teachers, at reasonable times, when such equipment is not otherwise in use, provided that such equipment shall not be removed from school premises. The Association shall pay for the current cost of all materials and supplies incidental to such use.
- F. The Association President shall be permitted to use non-student contact time for Association business, provided appropriate building administrators are notified, and provided that such activity does not interfere with the duties of any Teachers. The Association shall reimburse the District, on a current basis, all sums paid to the Retirement Board for this release time.
- G. Teachers shall be allowed to attend a maximum of two (2) local Association meetings within their respective buildings per month during non-instructional time. The building principal shall be given as much advance notification as possible of such meetings.

ARTICLE 3
Board of Education Rights and Responsibilities

- A. Nothing in this Agreement denies the Board's rights, responsibilities, duties, and authority under the Michigan General School Laws, the laws of Michigan, or the laws of the United States.
- B. Except as specifically amended by other Articles of this Agreement, the Board's rights and responsibilities in paragraph A. above, shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and administer the District, its properties and facilities, and its business operations.
 - 2. Determine overall educational goals and objectives, as well as the general policies affecting the educational programs.
 - 3. Adopt rules and regulations for the operation and administration of the District and adopt or define descriptions and requirements of all jobs.
 - 4. Give direction to the professional staff, including the right to hire all employees, determine their qualifications and the conditions for their continued employment or their discharge or demotion, and to promote and transfer all such employees.
 - 5. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees for such scheduling.
 - 6. Decide upon what services, supplies, and equipment are necessary to continue the District's operation, and to establish standards for their use and operation.
- C. The Board, operating on its own behalf and through its administrative staff, shall be limited in the use of its judgment and discretion in exercising the above-listed rights and responsibilities only by the specific terms of this Agreement and all applicable laws.

ARTICLE 4
Professional Compensation

- A. 1. The salaries of personnel covered by this Agreement are set forth in Schedule A, and is based on a teaching year as defined in the current school calendar. Contract days are orientation days, teaching days, in-service days, days set aside for recording grades, and parent conference days. Teachers new to the District, Teachers transferred to a new building, and Teachers returning from leave may be required by the Board to report for not more than two (2) days before the school year.
2. The Schedule A index shall not be changed during the term of this Agreement, unless otherwise agreed by the parties.
3. Teachers involved in extra-duty assignments set forth in Schedules B, C, and D shall be compensated in accordance with those provisions. Teachers shall be compensated in accordance with this Article and the annexed Schedules without deviation.
4. Compensation for responsibilities not provided for in Schedules B, C, and D, which are in addition to the school day and school year, shall be computed as follows:
- (a) During the school year
- | | |
|---|-----------------------------------|
| 1) Extra Class Assignment,
Senior High School and
Middle School, Grades 6, 7 & 8 | 20% of Schedule A
salary |
| 2) When a regular staff member
substitutes during his/her prep
period for an absent teacher | Teacher's hourly rate (\$35/hour) |
- (b) Beyond the school year and if Administrator approved
- | | |
|--|---|
| 1) Classroom teaching, or any Board-supported programs | Teacher's Hourly
Rate (\$30/hour) |
| 2) Music, Athletic, Academic, or
Recreational Programs, organized
and supervised by Teachers
and supported by tuition | Supported by tuition, not to
exceed teacher's hourly rate (\$30) |
- (c) In employing personnel for professional work beyond the regular school year's program, Teachers already employed by the District shall be given the opportunity to fill all vacancies for which they are qualified.
- B. Experience credit for part-time and/or part-year teaching shall be pro-rated according to the schedule in paragraph B above. A maximum of two (2) years' experience credit may be allowed for industrial or business experience which is required for certification in

reimbursable vocational education programs; provided, that Teachers receiving such experience credit shall be working in such a reimbursable program.

- C. Credit for military service previous to employment in St. Joseph, or for volunteer military service, may be credited as experience credit at a rate of one-half (1/2) year experience credit for each year of military service. Military service for any period less than twelve (12) consecutive months shall not be included. The maximum experience credit gained under this provision shall not exceed two (2) years.
- D. The District will match up to four (4) years of previous public school experience. The District may give additional years at the discretion of the Superintendent based on applicant's years of experience and district needs.
- E. A Teacher who earns credit which qualified him/her for additional salary shall be paid at the new rate at the beginning of the school year, if the advanced credit is earned before September 1, or at the beginning of the second semester, if the credit is earned before February 1. In the first instance, official transcripts or computerized grade reports must be presented before November 1, and in the second instance, before April 1. If the salary rate increase is due at the beginning of the second semester, the payment for the school year in which the change occurs shall be one-half (1/2) the scheduled rate, without regard for the exact days involved.
- F. If a Teacher once employed in the St. Joseph Public Schools is re-employed, he/she may retain all previous experience credit earned in this District and a maximum of eight (8) years of experience credit for service outside the St. Joseph Public Schools, as provided in paragraph E. above.
- G. Teachers will receive a payment on the next pay date following the first day which all Teachers are required to report for duty, provided that the Teacher actually reports for work. Payments, thereafter, will be distributed on a bi-weekly schedule, as determined by the District's annual payroll schedule.

A Teacher may elect, once per year by August 1 or at hire date (if new hire) any one of the following options for receipt of his/her professional salary. If a Teacher does not make this election on a timely basis, the Teacher will receive Option 1, below.

- 1. Salary divided into twenty-six (26) pays, to be paid every two (2) weeks; or
- 2. Salary divided into twenty-one (21) pays paid every two (2) weeks.

In certain years, the calendar will necessitate twenty-seven (27) pay periods. This schedule will be provided to the Association leadership by the last day of the preceding school year.

Payment will be by direct deposit only.

- H. Payroll deductions shall be available for the following:
1. United Way
 2. Insurance options
 3. Teachers Credit Union
 4. Tax-deferred annuities
 5. The Board may provide additional payroll deductions, but no deduction shall be made without the written authorization of the Teacher.
- I. Any teacher who notifies the Superintendent in writing by January 31 of the intent to resign his/her position at the end of that school year shall receive seven hundred dollars (\$700) as an early resignation notification incentive. The District agrees to compensate for the full one hundred (100) days (Article 8) if the teacher has at least ninety (90) days and notifies by January 31 of the intent to retire.
- J. The District will pay any teacher who gives notice by January 31 of the intent to retire \$50 per day, per unused sick leave day. Teachers who notify after January 31 will be paid \$35 per day per unused sick day. This applies to each bargaining unit employee who is eligible for a MPERS retirement and who retires with at least twenty (20) years of service with the District, payable in a 403 (b) plan, excluding employees who resign or are discharged by the District.

ARTICLE 5
Insurance

- A. Dates: Affordable Care Act Plan Year and Renewal Date – January 1 – December 31
Deductible Year – January 1 – December 31
- B. The Association shall determine the insurance carrier and coverages and shall advise the Board in writing once every twelve months with a 60-day notice of the coverages selected. A self-funded insurance plan is an option if affordable and the option is mutually agreed between BOE and SJEA.
- C. The Board shall provide the following amounts toward the costs (premiums) of insurance benefits:
1. Medical Premium – The Board’s contribution toward the cost of group health insurance coverage, including premiums and other Board payments or contributions relating to such coverage, will be the maximum “hard cap” levels prescribed in the Publicly Funded Health Insurance Contribution Act MCL 15.561-.569, as amended. The district will set the amount of contributions annually. The amount of the health care premium, including all ACA fees, minus the hard cap will be the Teacher’s responsibility and shall be paid through automatic payroll deduction. The SJEA will evaluate the contributions annually working with the district and will determine if a blended approach to the Teacher Contribution is to be used (blended approach would mean that Families and 2-Person contributions are the same vs. based on hard-cap contributions). The District agrees to evaluate and report to the association if the employee contribution is meeting the ACA requirements every three months.
Example: Health premium + ACA Fees – District paid hard cap = teacher contribution.
 2. Non-medical Premium – Each Teacher is eligible for the following non-medical benefits. The Board’s contribution toward the cost of the non-medical premium shall be 100%.
 - a. Negotiated Life with AD&D - \$50,000 (current coverage level attached in Appendix A)
 - b. Dental - see Appendix B
 - c. Vision – see Appendix C
 - d. Long-term disability at current coverage 66 2/3% of pre-disability earning to a maximum monthly benefit of \$5000. (current 2015-16 coverage level attached in Appendix D)
- D. A 1.00 FTE Teacher who elects to not receive health insurance (and their spouse does not receive health insurance from BOE) shall receive a monthly payment of Two Hundred Dollars (\$200) cash in lieu of health insurance. This payment shall be adjusted for a Teacher who is less than a 1.00 FTE.

- E. FTE - Teacher assigned to work full-time as defined in the current school calendar equals 1.00 FTE. For a Teacher who is assigned to a less than full-time position (FTE), the Board's contribution shall be pro-rated by using the fraction of the full-time rate the Teacher is contracted to teach.

- F. For all Teachers continuously employed, insurance benefits allowed shall not be terminated before September 1 for any Teacher leaving the employment of the Board after June 1 of the same school year. The Board's contribution shall cease for any Teacher whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act.

- G. The Board will deduct any employee contributions through payroll deduction via a Section 125 Plan (Language agreed to and available on SJPS website.)

ARTICLE 6
Teaching Conditions

- A. The Teacher's work day shall consist of:
1. All staff will report 10 minutes before students arrive and remain 10 minutes after students are dismissed
 2. Instruction time which is time spent with students directing learning activities and supervising of students in classrooms, corridors immediately adjacent to classrooms, playgrounds or elsewhere during the regular work day.
 3. Preparation time which is that portion of the teacher's standard school day exclusive of instruction time, duty-free lunch period, conferencing time, travel, and directed supervision. It includes but shall not be limited to lesson planning, student, parent and professional conferences, research, preparing tests, maintaining records, correcting papers, previewing instructional materials, and similar professional activities.
 4. Conferencing time which is specific time set apart from instruction time for the purpose of preparing reports about students and meeting or conferencing with parents and/or students.
 5. An additional block of time equivalent to the preparation period in the middle and/or senior high schools for those Teachers who accept an assignment for an additional class period of instruction which shall be included in the school day.
 6. Teachers may occasionally assist students or take care of their personal necessities, which shall preclude the duties and responsibilities specified in sub-paragraphs 1, 2, and 3 above.
- B. The Teacher's work week will be standard insofar as possible among the grade levels of elementary, middle, and senior high. In all grade levels, the standard work week shall not exceed 39.25 hours, shall contain at least a twenty-four (24) minute duty-free lunch per day, and shall not begin before 7:30 a.m. or extend later than 4:00 p.m., except as provided in paragraph C of this Article. Changes in existing lengths of lunch periods may be made with approval of 75% of all Teachers in a particular building. The decision for such changes shall be made at the building level.

ECDD, Young 5s-12 Teachers shall provide students with, at a minimum, the State-mandated number of hours and days of instruction. Should for any reason the number of hours of instruction or number of days of instruction change, or a change is made in what is considered to be instruction, accommodations shall be negotiated to reflect those changes in State mandates.

The standard work day and work week for full-time Teachers who have less than a full-time specific classroom assignment, as well as for other Teachers assigned to more than one (1) building, shall be substantially the same as for the classroom Teacher.

A Teacher may leave school at the close of the regular school day for students on a day preceding a holiday or recess, unless a student or parent has requested a conference with the teacher.

1. Elementary (ECDD)

- (a) 7 hours and 50 minutes per day with a 50-minute lunch

Teachers will have 200 minutes' plan time per six (6) day cycle.

2. Elementary (Grades Young 5's-5)

- (a) Regular classroom teachers shall be provided a 50-minute duty-free lunch period.

Teachers shall receive a total of 200 minutes per six (6) day cycle of planning time when those grades Y5 -5 students are receiving itinerant instruction from itinerant Teachers or Media Teachers.

- (b) Each Teacher shall provide not more than sixty (60) minutes per six-day cycle of supervision. Building Principals shall develop supervision schedules designed to provide maximum planning time for Teachers. A Teacher shall provide not more than thirty (30) minutes per day in supervision. This supervision shall not interfere with the Teacher's duty-free lunch, therefore will not include lunch supervision or lunch recess supervision.

Each Teacher shall use as preparation or conferencing time not less than 200 minutes per six (6) day cycle that the Teacher's students are regularly scheduled to receive instruction from art, physical education, and music teaching specialists. The Teacher shall maintain control of the students until they are released by the Teacher to the specialist or substitute Teacher. The Building Principal shall be notified if the specialist or substitute has not assumed his/her responsibility within five (5) minutes.

All other time, before or after school, shall be used as conferencing and preparation time.

3. Middle School (Grades 6-8)

- (a) Middle School Teachers: 7 hours and 30 minutes per day with a 24-minute duty-free lunch

Each Teacher shall receive one preparation period daily equal to the length of the class period that day. If the Teacher agrees, the Building Principal may authorize him/her to teach a class for another Teacher during the Teacher's preparation period, for which the Teacher shall receive the Teacher's hourly rate (\$35.00).

The middle school schedule will reflect that Teachers teach no more than an average of 285 minutes of direct instruction per day, within a schedule that represents five (5) periods of instruction.

4. Senior High School (Grades 9-12)

High School Teachers: 7 hours 31 minutes per day with a 28-minute duty-free lunch.

- (a) Each Teacher shall provide no more than a daily average of three hundred (300) minutes of direct instruction over a period of one (1) year.
- (b) Each Teacher may be required, as needed, to supervise one (1) homeroom period of not more than ten (10) minutes. Teachers may also be required to supervise students in their assigned classroom or the immediately adjacent hallway ten (10) minutes before the commencement of the student instructional school day and during a student passing period.
- (c) Each Teacher shall receive one preparation period daily equal to the length of the class period that day. All other time not specifically allocated above shall be conferencing and preparation time. The Building Principal may authorize him/her to teach a class for another teacher during the teacher's preparation period, for which the teacher shall receive the Teacher's hourly rate (\$35.00).

C. The Building Principal may designate one (1) day of the week which may be used for meetings to consider problems related to the instructional program no later than the first full week of school. These meetings shall last no more than 100 minutes before or after student arrival or dismissal of which 90 minutes may be devoted to meeting time to be determined by building consensus. Each building will have no more than three (3) meetings per month. The Building Principal will develop the annual meeting schedule in cooperation with Teacher leaders from the school improvement, professional development, and technology committees. Sign-in and sign-out are required at all meetings.

Total annual meeting hours will not exceed 18.5 hours. Five of these meeting hours will be scheduled during late start time for the purpose of school improvement work focused on student achievement. Meetings on orientation days and approximately 2.5 hours of annual compliance training requirements (such as but not limited to blood borne pathogens, seclusion and restraint, copyright, etc.) are not considered part of the 18.5 hours of meeting time.

- 1. Emergency meetings may be called by the Building Principal at any time. Attendance by teachers shall be required during the regular work day and be optional before and after working hours.
- 2. The day of the week on which meetings will be held shall not be changed except at semester break.

3. Full steps will be provided to part time teachers and consequently, part time teachers will be required to attend all district PD hours/meetings.
- D. The limit of students to secondary classroom Teachers in any school building shall be no greater than thirty (30). In facilities designed for student laboratory experiences, reasonable efforts shall be made to limit the number of students to the number of available learning stations. Middle School Science classes with a laboratory experience will be maintained at a limit of twenty-six (26). High School Science classes with a laboratory experience will be maintained at a limit of twenty-eight (28). AP Literature and College Writing will be maintained at a limit of twenty-six (26).

In grade levels six-twelve (6-12), when a single section exceeds the limit of thirty (30), the Teacher shall be compensated at a rate of \$125 per student per year – excluding fine arts and PE classes. (Fine arts represents music, theatre.) The District also maintains the right to pursue the concept of a lecture class at the High School, which would be excluded as well.

In Young 5s, the class size shall not exceed twenty (20). In grades K-2, the class size shall not exceed twenty-five (25). In grade 3 the class size shall not exceed twenty-six (26), in grade 4 the class size shall not exceed twenty-seven (27), and in grade 5 the class size shall not exceed twenty-eight (28).

If class enrollment in any particular room exceeds the above-identified limits (Y5's 20:1, K-2 twenty-five (25), 3rd grade twenty-six (26), 4th grade twenty-seven (27) and 5th grade twenty-eight (28), the District shall equalize District-wide, the placement of any additional students so that class sizes vary by no more than four (4) students in Y5s, five (5) students in grades K-3, and six (6) students in grades 4-5.

When the limit of ANY class exceeds the above agreed-upon class size limits (Y5s twenty (20), K-2 twenty-five (25), 3rd grade twenty-six (26), 4th grade twenty-seven (27) and 5th grade twenty-eight (28)), the Teacher shall be compensated at the rate of \$750 per student per year.

When the number of students in all sections is at two (2) students above the cap, a new section will be created: (Y 5's twenty-two (22), K-2 twenty-seven (27), 3rd grade twenty-eight (28), 4th grade twenty-nine (29) and 5th grade thirty (30)).

This compensation shall be pro-rated on a quarterly basis, depending upon when the student was added during the course of a school year. (i.e., the 31st (31) student added in a 4th grade class during the 2nd quarter will be compensated at $\frac{3}{4}$ of the \$750 rate of \$563).

Teachers may choose how and when payment will be made (i.e., at the semester or at the end of the school year) forms are available on the Skyward Employee Access.

- E. All student counts, enrollments, and limits mentioned above or elsewhere in this Agreement are computed as of the Fall count established for State school aid purposes.

- F. Teachers shall not regularly be required to assume responsibility for safety patrol or supervision of students beyond instruction time, except as described in paragraph B.1.2. and 3. of this Article, office or clerical duties, or similar non-teaching responsibilities.
- G. Except in emergency situations, Teachers are not expected to perform medical and medically-related procedures for students on a regular basis unless that Teacher has agreed to do so and has been trained to perform such procedures.
- H. Teachers may requisition materials necessary to fulfill their teaching responsibilities. If any item of requisition is refused or subjected to an extended delay, every reasonable effort shall be made to consult with the Teacher before deletion of that item.
- I. The Board recognizes that appropriate texts, supplies, reference materials, audio-visual equipment, and similar items are necessary for competent instruction, and agrees to keep schools reasonably and properly equipped and maintained.
- J. The Board agrees to provide a work station for each Teacher that is safe from undue hazard and/or discomfort to the Teacher's health, safety, or well-being.
- K. In each school building the Board shall provide restroom and lavatory facilities exclusively for Teacher use. The entire campus, including parking lots, shall be designated as a tobacco-free environment.
- L. The Board agrees that any Teacher should enjoy the same degree of privacy in the teacher's personal life as is enjoyed by other citizens of the community.
- M. High School Counselors and at least one (1) Middle School Counselor are required to work one (1) week before and one week after the regular school year and be paid at their hourly rate. When determined to be necessary by the Principals, Counselors may be requested to work beyond those dates and be paid at their hourly rate.

ARTICLE 7
Vacancies, Transfers, Job Assignments, and Promotions

- A. Only Teachers who hold a minimum of a Baccalaureate degree and who are eligible for certification by the State Board of Education and meet the Federally-mandated Highly Qualified guidelines shall be employed by the Board, except as otherwise provided by law.
- B. A vacancy in a teaching position shall exist whenever the Board determines that a teaching position is unoccupied and there is no incumbent employee who is Highly Qualified for the assignment. Vacancies may occur by the creation of a new position or by the resignation, retirement, transfer, leave of absence, death, or long-term illness of the Teacher holding the assignment.
- C. Any Teacher who serves in a supervisory or executive position within the District and who later returns to Teacher status shall be entitled to retain such rights as he or she may have had under this Agreement before such supervisory or executive status.
- D. No employee covered by this Agreement, including Counselors, Social Workers, Speech Therapists, or other certificated employees, whether or not classroom Teachers, shall obtain tenure in position, and all such employees shall be subject to transfer, assignment, and promotion in accordance with this Agreement.

ARTICLE 8
Leave Policies

A. Accumulated Leave Days - Each Teacher shall accrue twelve (12) leave days and the number of extended leave days to which the Teacher may be entitled for the current school year effective on the first day the Teacher reports to duty each year. When a Teacher has exhausted all accumulated sick leave, the Board may require certification by a physician.

1. Teachers may accumulate leave days to a maximum of one hundred (100) days.
2. Teachers who are employed on a part-time basis shall accrue days on a pro-rated basis. Example: Teacher is 0.6 part-time. Teacher uses 3 of the 12 leave days in current school year. Teacher has 9 accrued days that carry over into the next school year, pro-rated at $9 \times 0.6 = 5.4$ days. The following year the teacher is 0.8 part-time; this teacher will start the year with 12 part-time days plus $5.4 \div 0.8 = 6.75$ days.

Total accrued 0.8 days = $12 + 6.75 = 18.75$ days.

3. At the beginning of the school year, accumulated leave days shall be adjusted by deducting days used and adding the days due for the new school year.

Any time off due to illness in excess of the allotted and accumulated sick days then in effect shall not be compensated, except as may otherwise be provided pursuant to the LTD policy or except as the Superintendent, at his/her discretion may decide otherwise.

B. Extended Leave Days – A teacher who has exhausted his accumulated Leave Days shall receive one-half of his calculated daily rate. Suspended for the duration of this contract see letter of agreement.

A Teacher with fifteen (15) or more years of seniority in the District, who exhausts his/her accumulated and extended leave days, shall be granted re-accumulation of leave days on a pro-rata basis of seventeen (17) days per year to a maximum of ninety (90) days.

C. Leave Days may be used for personal illness and other purposes as defined below. A Teacher's absence on any assigned day shall be designated and charged according to the appropriate section of this Article. Any absence not specifically designated as paid shall be without pay, and a pro-rata portion of the Teacher's contracted Schedule A salary shall be deducted. A partial day's absence for less than a half day shall be counted as a half day's absence. An absence which is more than a half day, but less than a full day, shall be charged as a full day. An absence for less than one (1) hour need not be counted, if approved by the Building Principal

D. Application for a leave of absence, or for any leave requiring permission or advance notice, shall be made in writing to the Superintendent through the Supervisor or Building Principal.

1. Approval or denial of all applications shall be in writing and shall be furnished to the Teacher within three (3) work days after being received by the Supervisor, Principal, or Superintendent, as applicable. If no response is made within the time limits, the Teacher may consider the leave application to be approved.

2. Approval for requested leave shall be awarded on a first-filed basis for submission date.
3. Denial of any leave application shall specify the reason for such denial and shall be signed by the Administrator denying the request.
4. Legitimate use of leave days shall not be charged to be an abuse of professional duties under any circumstances.
5. Accumulated leave days may be used periodically or consecutively, as circumstances may require. No individual shall be permitted to borrow from future leave days, should the Teacher's accumulated leave be exhausted.
6. Notification of Absence - Teachers shall phone or get on-line with AESOP the evening before the expected day of absence, or between 5:30 a.m. and 6:30 a.m. on the day of absence. If necessary, the Teacher may notify the Building Principal the night before the known absence is to occur. Each building will determine its own policy for a late call-in (in the event of an emergency).

E. Paid Leave Deducted from Accumulation

1. Sick/Disability - leave may be used for personal illness of the Teacher, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery to the total of accumulated days.
 - (a) Any Teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act shall receive from the Board the difference between the compensation allowance and his/her contracted salary. Any lump sum settlement by the Compensation Commission shall be in lieu of any further liability by the District.
 - (b) After an absence due to illness a Teacher may be required by the Superintendent to be examined by a physician before his/her return to work. Such examination shall be at Board expense, and the Board may select the physician.
 - (c) Extended leave days may be used in combination with accumulated leave days up to a total of ninety (90) calendar days unless accumulated leave days exceed ninety (90) calendar days then the accumulated leave days shall be used until exhausted.
 - (d) Any bargaining unit employee who uses three (3) or less sick/personal days in the school year shall receive a \$300 payment from the District at the conclusion of the school year.
2. Family Illness Leave - Upon the Teacher's request, up to ten (10) per year days of paid leave time shall be granted for the Teacher to care for or make arrangements for the care of any member of the Teacher's immediate family who has become ill or injured. Once every five (5) years, a Teacher may use up to thirty (30) accumulated paid leave days to care for or make arrangement for the care of any member of the Teacher's immediate family who has become ill or injured.

3. Funeral Leave - Upon the Teacher's request, up to three (3) days leave shall be granted to permit that Teacher to attend the funeral of relatives who are not members of the Teacher's immediate family, or other persons whose relationship to the Teacher may warrant that Teacher's attendance.
4. Emergency Leave - Leaves may be granted to any Teacher, upon application, for matters of an emergency nature, upon approval by the Superintendent (i.e., military family member)
5. Discretionary Leave - With reasonable notice request, a Teacher shall be granted three (3) days of discretionary leave per year. These days may be used at the discretion of the Teacher. The number of Teachers absent on Discretionary Leave from any one school on any one (1) day shall be limited to one (1) in an elementary school building, two (2) in a middle school building, and three (3) in the senior high school building; provided, in cases of unavoidable conflict, the Building Principal shall request and the Superintendent may grant exceptions.

F. Paid Leave Not Deducted from Accumulation

1. Death in Family - Upon the Teacher's request, five (5) days leave time shall be granted for each death in the immediate family, including grandchildren. Additional days may be granted, if the circumstances so warrant. These additional days will be deducted from Teacher leave time.
2. Jury Duty or Court Appearance - If a Teacher is absent because of jury duty or any other appearance in court, provided such appearance is connected with or arises out of his/her position as a Teacher in this District, the Teacher shall lose neither salary nor leave time. Any compensation received for such appearance, however, shall be given to the Board or the Teacher will suffer loss of salary for all time absent from his/her teaching duties. The Board reserves the right to ask proper judicial authority to excuse a Teacher from jury duty when that Teacher's absence may cause a hardship to the District.
3. Conference Leave - Any Teacher who is officially designated by the school administration to attend a meeting, convention, workshop, field trip, in-service program, or other school business will be allowed all reasonable expense.
4. Teacher Conference - A Teacher may request and be granted leave for professional meetings and conferences, according to the individual's professional need or affiliation. A conference shall be defined as a formal meeting sponsored by a local, state, or national organization relating to the Teacher's classroom or extra-duty assignments.
5. Professional Visitation Days - Days may be allowed for inter-school or intra-school visiting and observation of teaching methods. Teachers are encouraged to make use of these days.
6. Commission or Board Leave Days - Teachers who are officers or Board Members of the MEA shall, upon advance application, be granted leave. The Association shall

compensate the District for the Substitute Teachers required, as well as reimburse the District for those sums paid to the Retirement Board for the employee on Association release time.

7. Leave of absence for other reasons may be granted at the Superintendent's discretion.

G. Unpaid Leave Not Deducted from Accumulation

1. Short Term Personal Leave - Upon submitting a written request in advance to the Superintendent, any Teacher shall be granted a leave for the number of contractual days specified in the request. No Teacher shall take more than ten (10) days of short-term personal leave per year. No such leave shall be granted for the purpose of extending any holiday or vacation period without the Superintendent's written approval.
2. Extended Personal Leave - Upon written application, a Teacher may be granted a leave of absence of at least one (1) but not more than two (2) semesters. If such leave is granted by the Board, the Board shall return the Teacher to a position for which the Teacher is qualified and certificated if such position is available or can be made available legally.
3. Political Activity Leave - The Board shall grant a leave to any Teacher to campaign for, or serve in, a public office. This leave shall not exceed one (1) year. A second year may be granted at the Board's discretion.
4. A leave of absence may be granted to any Teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps or Job Corps, as a full-time participant in such programs, or a cultural travel or work program related to the Teacher's professional responsibilities. Upon return from such leave, a Teacher shall be placed on the same step of the salary schedule as he/she would have been had the Teacher taught in the District during such period; provided, a Teacher shall submit written evidence that the intent of the leave as requested was fulfilled. This Leave shall not exceed one (1) year. A second year may be granted at the Board's discretion.
5. Teachers who are appointed to the staff of the MEA may be given a leave. This leave shall not exceed one (1) year. A second year may be granted at the Board's discretion.
6. Leaves of absence without pay for purposes other than those specifically mentioned in this Article may be granted at the Board's discretion.
7. Maternity/Adoption/Parental/Child Care Leave of Absence
 - (a) A leave of absence shall be granted to any employee for reasons of maternity/adoption/parental or associated child care. Said Leave shall commence on a date requested by the Teacher.
 1. If after twelve (12) weeks a teacher remains disabled as a result of childbirth, the teacher may continue to draw sick/disability leave pay if the teacher

provides medical verification of the continued disability satisfactory to the District. If a dispute arises as to the continued nature of the disability, the District may, at its expense, obtain an independent medical evaluation.

2. If after twelve (12) weeks a teacher who is not disabled wishes to continue a child care leave, the teacher may be granted up to two (2) full semesters following the completion of the twelve (12) week maternity leave.

For maternity/adoption/parental or associated child care leave, may terminate the leave any time after the birth of the child, provided that the Teacher is physically able to perform the work responsibilities.

In the event of death of the child for which the leave has been granted, this Leave shall be terminated upon the Teacher's request.

A Teacher on such leave of absence shall communicate to the Superintendent his/her intent to continue said leave or to return to the classroom not later than March 30, annually. Failure to notify the Superintendent will result in the Teacher's discharge at the end of the leave period for job abandonment.

- (b) Pregnancy Leave of Absence Procedures shall be included in the *Teacher Handbook*.

8. Family and Medical Leave

Each Teacher shall be covered under the Family and Medical Leave Act of 1993 (FMLA), which is described in the *Teacher Handbook*.

9. Sabbatical Leave - Any Teacher who has been employed by the Board for seven (7) consecutive years may apply for and may be granted, a sabbatical leave of up to two (2) semesters, upon showing a planned study program to be pursued by such Teacher during such leave.
 - a. Sabbatical leave shall be granted to no more than three (3) employees in the total staff in any one (1) year.
 - b. If a Teacher requests a sabbatical leave and this request is denied, the Board shall provide to the Teacher, in writing, the reasons for such denial.
 - c. Teachers on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave if allowed by the rules and regulations of the Office of Retirement Services.
 - d. Each sabbatical leave applicant shall sign an agreement to return to service with the District immediately upon termination of sabbatical leave.
 - e. A Teacher returning from sabbatical leave shall submit to the Board an appropriate report of the program of study.

- f. Experience credit and seniority shall be granted for the term of sabbatical leave, provided the intent of the Sabbatical has been fulfilled and reported according to section 8 above.
 - g. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
 - h. A Teacher upon return from a sabbatical leave shall be returned to a position for which the Teacher is certified and qualified, if such a position is available.
- H. All Teachers on leave shall notify the Superintendent by March 1 or November 1, as applicable, of their intent to return to work the following semester. Failure to comply with this provision shall be deemed an interruption of continuous service for seniority purposes.

ARTICLE 9
Protection of Teachers

- A. The Board recognizes its responsibility to give reasonable support and assistance to Teachers for the maintenance of control and discipline in the classroom. Each Teacher, however, bears the primary responsibility for maintaining proper control and discipline in the classroom.
- B. As permitted by Section 1309 of the Revised School Code, a Teacher may temporarily exclude a student from one (1) class when the nature 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 with written particulars of the incident as promptly as teaching obligations allow. Upon request of the Principal, the Teacher shall notify the student's parent of the nature of the offense. If the Principal determines the need for a meeting with the student's parent, the Teacher shall attend that meeting.
- C. The Teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just.
- D. Any assault or threatened assault upon a Teacher, resulting from his/her position as a Teacher, shall be promptly reported to the Building Principal by the Teacher or representative. The Board shall provide legal counsel, if requested in writing by the Teacher, to advise the Teacher of the Teacher's rights and obligations as to such assault. The Board will provide reasonable assistance to the Teacher in working with law enforcement and judicial authorities, unless such counsel and assistance are provided through the Association.
- E. If a Teacher is complained against or sued as a result of any reasonable action as defined by a court of law and taken by the Teacher while in the scope of his/her employment with the District, the Board shall provide legal counsel and render all reasonable assistance, as appropriate, to the Teacher in his/her defense when requested in writing by the Teacher. This section shall only require the provision of legal counsel and shall not be interpreted to interfere with the Board's right to exercise supervision and control, including discharge of the Teacher. If a final decision issued by a court or administrative agency indicates the Teacher's liability for this action, all costs of assistance rendered by the District to the Teacher pursuant to this paragraph and not covered by the District's insurance carrier, shall be reimbursed by the Teacher.
- F. Except for disciplinary suspension or discharge, or for incarceration, any work time lost by a Teacher in connection with an incident identified in Article 9.D, not compensable under Workers' Compensation, shall not be charged against the Teacher, unless the Teacher is adjudged liable by an agency or court of competent jurisdiction. When Workers' Compensation is paid, the Board shall pay the difference between that sum and the Teacher's regular salary, but not to exceed the current year's contract. No deduction of leave shall be made under these circumstances.
- G. In case of an assault by a student(s) on a Teacher acting in the line of duty, or other action taken by or against a Teacher in the line of duty, causing damage to the Teacher's personal

property, including clothing, the Board shall make an equitable financial settlement for such loss with the Teacher involved.

- H. Any complaint directed toward a Teacher shall be promptly called to the Teacher's attention unless otherwise prohibited by law. This requirement shall not prevent the Supervisor from screening out petty gripes.
- I. Teachers shall be expected to exercise reasonable care as to the safety of students and property.

ARTICLE 10
Discipline and Discharge

A. Discipline Less Than Discharge

1. Any employee who is not covered by the Teachers' Tenure Act shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse performance evaluation asserted by the Board or its representative may be subject to the Agreement's Grievance Procedure.
2. The Teacher may submit written comments regarding any material in the Teacher's personnel file, and the same shall be attached to the file copy of the material in question.
3. If a Teacher is asked to sign any material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the material and content.
4. A Teacher may have placed in his/her personnel file any reports, documents, or data deemed pertinent by the Teacher.
5. A Teacher has the right to review his/her personnel file. An Association representative of the Teacher's choosing may accompany the Teacher in such review, which shall be made in the presence of the Superintendent or designee; and such reviews shall be by appointment only.

B. Discharge

1. Discharge or nonrenewal of a teacher covered by the Teachers' Tenure Act shall not be subject to the Grievance Procedure contained in this Agreement.

ARTICLE 11
Negotiation Procedures

- A. By March 1 before the Agreement's expiration, the Parties shall begin negotiations for a new Agreement covering wages, hours, and other terms and conditions of employment of Teachers employed by the Board. Upon mutual agreement, any Article may be opened for negotiation at any time.
- B. A Teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any Grievance Procedure, including Arbitration, shall be released from regular duties without loss of salary. Such release from regular duties shall apply to negotiations scheduled or requested by the Board during the school day. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.
- C. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the Parties, shall be subject to professional negotiations between them from time to time during this Agreement, upon request by either Party.
- D. In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the District. It is recognized that no final Agreement between the Parties may be executed without ratification by a majority of the Board and the Association according to their respective procedures; but the parties mutually pledge that representatives selected by each shall be given all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Such representatives shall be empowered to agree to negotiations schedules and procedures.
- E. If the Parties fail to reach an agreement in any such negotiations, either Party may invoke the mediation procedures of the Michigan Employment Relations Commission (MERC) or take any other lawful measures it may deem appropriate.

ARTICLE 12
Grievance Procedure

- A. Any Teacher, group of Teachers, or the Association, believing that there has been a violation of any provision of this Agreement, may file a Grievance. The Association may, on behalf of the bargaining unit, file classification-wide Grievances as an entity; provided, however, that at the time such Grievance is filed an actual complaint or controversy exists between an employee or group of employees and the District concerning the application of this Agreement. Such Association Grievances may be initiated at the third step of the Grievance Procedure. The following matters shall not be the basis of any Grievance filed under the procedures outlined in this Article:
1. The offer or withdrawal of extra-duty assignments from year to year.
 2. Discharge or demotion under the provision of the Michigan Teachers' Tenure Act.
 3. Any prohibited or illegal bargaining subject.
 4. All other non-grievable items specifically referred to in this Agreement.
- B. A formal Grievance shall conform to the following standard format:
1. A specific action, or activity, or absence of action or activity shall be charged by the grieving party(ies).
 2. The Grievance shall cite the paragraph(s) or sub-paragraph(s) of this Agreement alleged to have been violated.
 3. A brief synopsis of background facts giving rise to the Grievance shall be provided.
 4. The date(s) and place(s) of the alleged action(s) or activity(ies) shall be specified.
 5. A specific relief shall be requested by the grieving party(ies).
 6. The Grievance shall be signed by the aggrieved Teacher(s) and/or by the local designated Association representative in the case of an Association Grievance.
- C. The Association agrees to appoint a Grievance Committee to process Grievances. GCM's (Grievance Committee Members) shall have the prerogative of conducting Association business relative to Grievances during all time not designated as student contact time, as long as the student contact time of other Teachers is not infringed upon. The Grievance Committee Chairperson shall process each step of a Grievance as defined in paragraph F of this Article. The Grievance Committee Chairperson shall have the prerogative of using all time not designated as student contact time for the conduct of Association business relative to Grievances and contract administration. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time, unless an administrator requests the involvement of the Association representative during this time.

- D. The Board designates as its representatives for the purpose of contract administration and the processing of all Grievances the following:
1. The Building Principal in each building for Steps One and Two.
 2. The Superintendent for Step Three.
- E. All reference to days in this Article shall mean teacher work days, excluding all Saturdays, Sundays, legal holidays, and other days when school is not in session during the school year. If a grievance is in process or extends into the summer vacation period (beginning the day after the last teacher work day of the school year and ending the day before the first teacher work day of the following school year), the countable days shall be Monday through Friday.
- F. A Teacher shall have thirty (30) working days after the occurrence of any action or activity, or thirty (30) working days after it was known or should have been known that an activity or action may have violated this Agreement to initiate a Grievance.

Step One - Discussion - When the Teacher believes there has been a violation of this Agreement, the Teacher, Supervisor, and a GCM, if requested by the Teacher, shall discuss the problem orally. The Supervisor shall give an oral or written response to the Teacher within three (3) working days. If the response is unsatisfactory to the Teacher or the Supervisor fails to respond in the specified time, Step Two of the Grievance procedure may be invoked.

Step Two - Presentation to Immediate Supervisor - The Grievance Committee Chairperson or designee shall reduce the Grievance to writing and present it to the Teacher's immediate Supervisor within thirty (30) working days. The Association may use an additional thirty (30) days if it deems it necessary. The Supervisor shall answer the written Grievance, in writing, within five (5) working days to the grievant, the Superintendent, and the GCM. If an agreement is reached in this step, the GCM, or designee, and Supervisor shall sign all copies of the settlement accordingly. One (1) copy of the agreement shall be retained by the Supervisor and the GCM, respectively, and a copy shall be filed in the Superintendent's office.

Step Three - Presentation to Superintendent - If the response in the first two steps of this procedure is not satisfactory to the Teacher, then the Grievance Committee Chairperson, accompanied by the Building AR, if desired, may present the Grievance to the Superintendent within five (5) working days. If a Grievance concerns two (2) or more buildings, the Grievance Committee Chairperson may present the Grievance within five (5) working days to the Superintendent, who shall answer in writing within five (5) working days. If an agreement is reached in this step, the Chairman of the Grievance Committee and the Superintendent shall sign all copies of the settlement accordingly. Copies of the Grievance will be retained by the Association and the Board.

Step Four - Presentation to the Board - If the Grievance is not settled in Step Three within five (5) working days, the Association may present the Grievance to the Board of Education through the Secretary of the Board. Within fifteen (15) working days from the receipt of the

Grievance, the Board shall meet to consider the Grievance. The Grievance shall then, within ten (10) working days, come before the Board and the Association Grievance Committee. After discussion of the Grievance in the Grievance Meeting, the Board shall present its final answer in writing to the Association no later than ten (10) working days after the Grievance Meeting.

Step Five - Arbitration - If the Grievance is not resolved in Step Four of the Grievance Procedure, the Association may submit the Grievance to Arbitration. Such submission shall be made by filing a written Demand for Arbitration with the American Arbitration Association (AAA) within twenty (20) working days following the Association's receipt of the Board's response in Step Four. The Demand for Arbitration shall include a statement of the issues to be arbitrated and references to the specific article(s) and section(s) of the Agreement that are allegedly violated.

- (a) After a written Demand for Arbitration is filed with AAA, the Arbitrator shall be selected by AAA in accordance with its rules, which shall likewise govern the arbitration proceedings.
- (b) Either party may submit a written brief to the Arbitrator before the hearing, provided that all pre-hearing briefs must be filed and served on the opposing party at least twenty-four (24) hours before the time set for the hearing. In no case shall either party be permitted to assert or rely upon any ground or evidence not previously disclosed to the other party. The submission of post-hearing briefs, if any, will be addressed by the Arbitrator at the close of the hearing.
- (c) Arbitration shall not result in any addition to, or deletion from, this Agreement, or in any change in the established wage schedules as contained herein. The Arbitrator shall:
 - 1) Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) Have no power to establish salary scales or to change any salary.
 - 3) Have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, so long as such practice, policy, or rule does not violate the terms of this Agreement.
 - 4) Have no power to interpret state or federal law.
 - 5) Not hear any Grievance previously barred from the scope of the Grievance Procedure.
 - 6) Not be consider more than one (1) Grievance at the same time, except upon expressed written mutual consent and then only if the Grievances are of similar nature.

- 7) Have no power to decide procedural questions for discharge under the Michigan Teachers' Tenure Act, as amended.
 - 8) Have no power to decide substantive questions for matters which are a prohibited or illegal bargaining subject.
 - 9) Comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- (d) No Grievance shall be subject to Arbitration more than one (1) time while this Agreement is in effect.
 - (e) If the Teacher is found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the Teacher.
 - (f) The Arbitrator's decision is final and binding on both Parties. Both Parties agree to stipulate to the Arbitrator that a decision in writing must be executed within twenty (20) working days after the last Arbitration meeting and copies of such decision will be sent to both Parties.
 - (g) The costs of any Arbitration cases heard during the term of this Agreement shall be paid for by the Board, if the Grievance is upheld, or by the Association, if the Grievance is denied. The cost of any stenographic record made and any transcript thereof shall be paid for by the Party requesting same.
- G. Any Grievance which is not processed by the Board within the time limits specified shall automatically advance to the next step of the Grievance Procedure; provided, however, that this provision, shall be construed to automatically refer a Grievance to arbitration. Should the Grievance reach the Fourth Step without being properly processed in the preceding steps, the Association and the Board shall make every effort to settle the Grievance before it is submitted to Arbitration.
- H. Any of the time limits specified may be extended by written mutual agreement between the Board and the Association Representatives involved in that step.
- I. All Parties who possess adverse claims that will be affected by the outcome of a specific Grievance Procedure shall submit their cases simultaneously in one (1) proceeding.

ARTICLE 13
Informal Conferences

- A. The Superintendent and such other Board representatives as the Board or the Superintendent may designate will meet informally, upon request of either Party in writing, on such days and at such times as may be mutually agreed upon with representatives of the Association for the purpose of discussing problems of mutual concern.

- B. These informal discussions shall simply involve mutual exchange of suggestions and ideas and shall in no sense be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association to gain insights and better understanding between the Parties and to promote closer cooperation in all relationships concerning this Agreement.

ARTICLE 14
Student Teaching Program Assistance

- A. The Superintendent is directly responsible for the approval of Student Teacher placements in the District. No Student Teacher shall be assigned to any Supervising Teacher without the prior consent of the Supervising Teacher and the consent of the Building Principal.
- B. Supervising Teachers shall have at least three (3) years of seniority in the District.
- C. College or University Program Coordinators shall work directly with any Teacher participating in the Student Teaching Programs.
- D. All payments received by the District for Student Teacher Programs or by any individual Teacher for services as a Supervising Teacher shall be deposited into a Supervising Teacher Fund and expended as follows:
 - 1. An amount of twenty-five dollars (\$25.00), if paid by a university, shall be paid to a Supervising Teacher, if requested within two (2) years following the end of the semester he/she supervised a Student Teacher upon request to the Superintendent.
 - 2. This money shall be used to reimburse the Teacher for expenses incurred for tuition, education supplies, conferences, and visitations.
 - 3. Any amount received for Student Teachers through sponsoring institution and not reimbursed to Teachers shall be used for total teaching staff in-service and professional development.
- E. No Supervising Teacher shall have more than one (1) Student Teacher per school year.
- F. No Student Teacher shall be placed in sole charge of a classroom until both the College or University Program Coordinator and the Supervising Teacher have agreed that this experience is desirable.
- G. Student Teachers shall not be used as Substitutes for Teachers other than Supervising Teachers to whom they are assigned, and then only under emergency conditions.

ARTICLE 15
School Calendar

A. The School Calendar shall be determined annually by a Joint Committee consisting of four (4) persons appointed by the Association and four (4) persons appointed by the Superintendent. The following items shall be part of the Calendar:

1. The District will remain in compliance with current Michigan legal standards for student instructional hours and use of teacher professional development time toward required student instructional hours.

Instruction days must be made up in accordance with State-mandated laws. School ending dates will be announced by May 1 of that school year.

2. If any make-up days are needed due to school closing, these make-up days will be scheduled by the Board.
3. This Agreement may be modified through reconvening the Calendar Committee if necessary to meet the Department of Education's professional development hours.

Professional development is defined as a continuous process aimed at improving student achievement and promoting responsible citizenship in alignment with District outcomes, benchmarks, school improvement plans, and/or individual IDPs; curriculum, instruction, and assessment in-service and training; grade level or department committee meetings; conferences, workshops, seminars, study groups, technology training, conference presentations; and membership on school improvement committees, curriculum committees.

4. Elementary parent-teacher conferences will be flexibly scheduled by the Teacher during a designated three (3) week conference window at the conclusion of the first and second marking periods.

Fall conferences shall be scheduled for all students in each elementary school (Young 5s-5) section. Spring conferences shall be scheduled for those students in a class who are not making adequate progress or who need substantial support (academically, socially, or emotionally). This standard includes those students performing in the bottom 30% of the grade level, those at risk of not achieving grade level essential standards, and those with active child study plans. Parents may also request teacher conferences.

The scheduled parent-teacher conferences shall be conducted in person, whenever possible. If the parent is not able to meet with the Teacher in person, the Teacher may conduct the conference using available technology.

The Teacher shall provide to the Building Principal documentation of conference attendance.

Conference conversion days shall be scheduled during each conference window equivalent to two (2) full days for fall conferences and equivalent to one (1) full day for spring conferences.

5. Six (6) half (1/2) days (three (3) at the end of each semester) shall be used for High School exam days. All students in session shall take exams. Four (4) half-days, or equivalent (2 each semester), may be scheduled for conferences with parents.
6. Three (3) half (1/2) days shall be used for Middle School exam days at the end of the second semester. All sixth, seventh, and eighth grade students in session shall take exams. Four (4) half (1/2) days, or equivalent (2 each semester), may be scheduled for conferences with parents. An evaluation after each semester parent/teacher conference will be conducted by the building staff to determine if parent/teacher conferences should continue at that building level.
7. The last day of school for all students shall be a half (1/2) day.
8. No school shall be held on the following days:

Labor Day
Thanksgiving and the day after
Christmas, New Year's, and the days between
Martin Luther King, Jr. Day
Good Friday (PM)
Memorial Day

- B. The standard work week will be reduced whenever school is closed for emergency reasons. Teachers will not be required to come to school or remain at school whenever an official announcement is made that school is to be closed to students for emergency reasons unless a single building is closed and enough students are in attendance District-wide to satisfy pupil accounting standards for an official count day.
- C. Teacher attendance on teacher record days is optional provided that all professional duties related to the end of the semester are completed by the assigned deadline; though shall be available by phone.

ARTICLE 16
Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts in effect or concluded during the term of this Agreement.
- B. This Agreement shall be posted on the District's website.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- D. Upon written request, each Teacher shall be issued two (2) complimentary general admission tickets for all High School athletic events. These complimentary tickets shall be used solely by the Teacher and his/her guest. In lieu of complimentary general admission tickets, if he/she prefers, each Teacher may purchase two (2) reserved seat season tickets for High School varsity basketball and/or football games at half the established price.
- E. Activities listed in Schedules B, C, and D and other appointed assignments (other than regular teaching duties) shall not be subject to tenure in position.
- F. Teachers who travel daily as part of their schedule would receive \$1,000 per year and no longer receive or have to track mileage. Teachers traveling less than every day would be prorated accordingly.
- G. If a Teacher is required to use his/her personal vehicle in the course of employment, outside of teaching responsibilities, with the District, the Teacher will be reimbursed at the standard mileage rate in accordance with IRS guidelines.
- H. An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this Agreement as provided by law.

ARTICLE 17

Mentors

- A. For the first three (3) years of employment in classroom teaching, a Teacher shall be assigned by the school in which he/she teaches to one (1) or more master teachers, or college professors, or retired master teachers who shall act as a mentor or to the Teacher. Bargaining unit employees shall be considered for such assignments. Any Teacher new to St. Joseph with more than three (3) years of total teaching experience will be assigned a mentor teacher for up to one (1) year unless tenure had not been granted in the previous District. If tenure had not been granted, that Teacher will receive mentoring services for three (3) years. Any bargaining unit employee so selected may decline. Mentors shall assist the probationary employee to achieve the goals of the probationer's individual development plan.
- B. If a bargaining unit employee is appointed as a mentor, the following provisions shall apply:
1. Bargaining unit mentors shall participate only in the supervision of the probationer.
 2. Where possible, the bargaining unit mentor and probationer shall be assigned common preparation time.
 3. Bargaining unit mentors shall not be permitted to testify in any grievance hearing or administrative hearing involving the probationer which concerns any aspect of the mentoring relationship or the probationer's individual development plan.
 4. Matters pertaining to service as a mentor shall not be included in the mentor's classroom teaching evaluation.
 5. Mentor teachers will fulfill all the requirements of mentorship.
 6. Each bargaining unit mentor shall be compensated using the rates listed below:

<u>Teachers with 1-3 years prior experience</u>	<u>Teachers with more than 3 years prior experience</u>
3% of BA Base – year 1	1.5% of BA Base – year 1
2% of BA Base – year 2	
1% of BA Base – year 3	

ARTICLE 18
Site-Based Committee

The Board shall ensure that decisions made at the school building level are made using site-based decision making that includes participation of Teachers, School Administrators, parents, students and others in the school community. The Board shall appoint a Site-Based Committee for each school building. Committee decisions shall be implemented by the Board so long as those decisions do not exceed the budgetary limits established by the Board, and so long as those decisions do not affect the operation of the District as a whole, the operations of other buildings within the District, the decisions of other Site-Based Committees, the decisions or recommendations of Curriculum Committees or School Improvement Committees and so long as they do not violate this Agreement, Board policy, or the law.

ARTICLE 19
Duration

All Articles of this Agreement shall be effective after ratification by both parties and shall continue in effect until August 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized Representatives, after ratification by the Association on July 25, 2019.

BERRIEN COUNTY EDUCATION
ASSOCIATION, MEA/NEA

ST. JOSEPH PUBLIC SCHOOLS

BY 
ST. JOSEPH REPRESENTATIVE

BY 
BARRY CONYBEARE, PRESIDENT

BY 
ST. JOSEPH REPRESENTATIVE

BY 
AMY MAROHN, SECRETARY

**Teacher Salary Schedule A (OLD)
2019-20**

<u>Step</u>	<u>Level 1</u> <u>BA</u>	<u>Level 2</u> <u>BA+20</u>	<u>Level 3</u> <u>MA</u>
1	\$ 36,676	\$ 37,409	\$ 38,159
2	\$ 37,046	\$ 37,785	\$ 38,540
3	\$ 37,410	\$ 38,158	\$ 38,920
4	\$ 37,776	\$ 38,530	\$ 39,305
5	\$ 38,144	\$ 38,905	\$ 39,684
6		\$ 51,346	\$ 52,374
7		\$ 52,374	\$ 53,421
8		\$ 53,401	\$ 54,468
9		\$ 54,429	\$ 55,517
10		\$ 55,456	\$ 56,562
11			\$ 66,017
12			\$ 67,997
13			\$ 69,978
14			\$ 71,960
15			\$ 73,939

Based on St. Joe Years Only

Step 16	\$ 74,594
Step 17	\$ 75,309
Step 18	\$ 75,992
Step 19	\$ 76,678
Step 20	\$ 79,351

Teacher Salary Schedule A 2019-2020			
	BA	Current w/MA	MA
<u>Step</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>
	2012-forward	Hired between 2012-6/10/19 w/Masters	Hired or received MA after 6/10/19
1	\$ 38,446.66	\$ 38,446.66	\$ 43,496.66
2	\$ 40,216.18	\$ 40,216.18	\$ 45,266.18
3	\$ 41,984.69	\$ 41,984.69	\$ 47,034.69
4	\$ 43,753.20	\$ 43,753.20	\$ 48,803.20
5	\$ 45,522.72	\$ 45,522.72	\$ 50,572.72
6	\$ 47,291.23	\$ 47,291.23	\$ 52,341.23
7	\$ 49,059.74	\$ 49,059.74	\$ 54,109.74
8	\$ 50,829.26	\$ 50,829.26	\$ 55,879.26
9	\$ 52,597.77	\$ 52,597.77	\$ 57,647.77
10	\$ 54,366.28	\$ 54,366.28	\$ 59,416.28
11	\$ 56,135.80	\$ 56,135.80	\$ 61,185.80
12	\$ 57,904.31	\$ 57,904.31	\$ 62,954.31
13		\$ 60,336.39	\$ 64,722.82
14		\$ 62,768.47	\$ 66,492.34
15		\$ 65,200.55	\$ 68,260.85
16		\$ 67,632.63	\$ 70,030.37
17		\$ 70,064.71	\$ 71,798.88
18		\$ 72,496.79	\$ 73,567.39
19		\$ 74,928.87	\$ 75,336.91
20		\$ 79,350.65	\$ 79,350.65

Step 1,700

Board of Education proposes steps and a 1% increase on the base for 2019-2020 and wage openers for 2020-2021 and 2021-2022 on all schedules.

In a year where only steps are awarded – people not advancing on the scale will receive a lump sum of \$500.00.

Board of Education proposes adding language for teachers with a Ph.D. receive \$1,000 if effective and \$1,500.00 if highly effective annually.

NOTES TO SCHEDULE A

1. Note: Please cross reference Article 4.
2. The Level Two scale shown on Schedule A is understood to mean that the teacher has earned a Baccalaureate degree and at least twenty (20) semester hours, or the equivalent in term or quarter hours, after the degree was granted.
3. A teacher at the top of any level on Schedule A who qualifies to move to the next level shall advance to their appropriate seniority step at the next level.

SCHEDULE B

Schedule B Compensation is built on a formula of Student Number + 2x (Hours involved)

Category 1 – Up to and including 99 hours = \$500

Category 2 – 100 – 199 = \$750

Category 3 – 200 – 499 = \$1000

Category 4 – 500 and over = \$1500

In the fall of each year, Schedule B forms will be distributed to principals. These forms will include the club name, building and pay rate. Principals will give them to and collect them from club leaders.

Each year in May, evaluation sheets from each club will be collected, these will be reviewed by a committee of teacher sand administration, 10 people total, 5 teachers, 5 administrators, in order to determine scores category for the next school year.

In order to introduce a new club, the club will be operated gratis for one school year then, in order to have it considered for Schedule B, an evaluation sheet would be collected in May. The committee would make a determination for the club for the following school year.

The following clubs will receive an additional stipend as follows:

Marching Band = \$3500

Symphony Orchestra = \$1500

Choral Music Director = \$1000

Wind-Up Newspaper = \$500

SCHEDULE B

CLUB	BUILDING	COMPENSATION
KNOW MAST/QUIZ BOWL	BROWN	500
ROSETTA STONE	CLARKE	500
BROWN SCHOOL BOOK CLUB	BROWN	500
SCIENCE OLYMPIAD - BROWN	BROWN	500
SCIENCE OLYMPIAD - LINCOLN	LINCOLN	500
SCIENCE OLYMPIAD - CLARKE	CLARKE	500
UPTON CODERS CLUB	UPTON	500
MATH CLUB	HS	500
FOR CLUB	UPTON	500
ROSETTA STONE	CLARKE	500
STUDENT COUNCIL - BROWN	BROWN	500
STUDENT COUNCIL - LINCOLN	LINCOLN	500
UPTON MATH CLUB	UPTON	750
FRENCH CLUB	HS	750
LINCOLN ROBOTICS	LINCOLN	750
LATIN CLUB	HS	750
SPANISH CLUB	HS	750
SAFETY PATROL - LINCOLN	LINCOLN	750
SPELLING TEAM ADVISOR	UPTON	750
ACADEMIC QUIZ BOWL	HS	750
BUILDERS CLUB	UPTON	750
UNDERCOVER BOOK CLUB	HS	750
HELPING HANDS	BROWN	1000
UPTON VARIETY SHOW/DRAMA CLUB	UPTON	1000
ROSETTA STONE	BROWN	1000
PIT ORCHESTRA	HS	1000
VARIETY SHOW DIRECTOR	HS	1000
ALL SCHOOL PLAY DIRECTOR	HS	1000
SHOW CHOIR	HS	1000
BROADCAST CLUB	HS	1000
STUDENT SENATE	HS	1000
WIND-UP NEWSPAPER	HS	1000
CO-ADVISOR (11TH GRADE)	HS	1000
MUSICAL DIRECTOR - ASST.	HS	1000
BROWN SCHOOL TECH TEAM	BROWN	1000
CO-ADVISOR (12TH GRADE)	HS	1000
CONFLICT MGR./CIRCLE OF FRIENDS	CLARKE	1000
MODEL UNITED NATIONS	HS	1000
STUDENT COUNCIL ADVISOR	UPTON	1000
CIRCLE OF FRIENDS & CONFLICT MGR.	LINCOLN	1000

SCHEDULE B (Cont.)

CLUB	BUILDING	COMPENSATION
SKI AND SNOWBOARD ADVISOR	UPTON	1000
SYMPHONY ORCHESTRA	HS	1500
YEARBOOK	HS	1500
YEARBOOK	UPTON	1500
KEY CLUB	HS	1500
SCIENCE OLYMPIAD	HS	1500
CHORAL MUSIC DIRECTOR	HS	1500
SCIENCE OLYMPIAD CO-ADVISOR	UPTON	1500
MUSICAL DIRECTOR	HS	1500
MARCHING BAND	HS	1500
NATIONAL HONOR SOCIETY	HS	1500

SCHEDULE C

Extra-Pay Schedule for Coaching Stipends

Senior High School Coaching Positions and the stipend to be paid for them shall be:

<u>Baseball</u>	<u>Athletic Remuneration Basic Schedule</u>
Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule
<u>Basketball, Men's</u>	
Head Coach	100% of Basic Schedule
Assistant Coach	70% of Basic Schedule
9th Grade Coach	55% of Basic Schedule
<u>Basketball, Women's</u>	
Head Coach	100% of Basic Schedule
Assistant Coach	70% of Basic Schedule
9th Grade Coach	55% of Basic Schedule
<u>Competitive Cheerleading</u>	
Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
<u>Cross Country, Men's</u>	
Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
<u>Cross Country, Women's</u>	
Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
<u>Football</u>	
Head Coach	100% of Basic Schedule
Assistant Coach	70% of Basic Schedule
9th Grade Coach	55% of Basic Schedule
<u>Golf</u>	
Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
<u>Soccer</u>	
Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
9th Grade Coach	27.5% of Basic Schedule
<u>Softball</u>	
Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule

SCHEDULE C

Senior High School (Continued)

Swimming, Men's

Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule
Diving Coach	35% of Basic Schedule

Swimming, Women's

Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule
Diving Coach	35% of Basic Schedule

Tennis, Men's

Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule

Tennis, Women's

Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule

Track, Men's

Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule

Track, Women's

Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule

Volleyball

Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule
9th Grade Coach	41% of Basic Schedule

Wrestling

Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule

Middle School Coaching Positions and the stipend to be paid for them shall be:

Basketball

7th Grade Boys	35% of Basic Schedule
7th Grade Girls	35% of Basic Schedule
8th Grade Boys	35% of Basic Schedule
8th Grade Girls	35% of Basic Schedule
7/8 Grade Assistant "B" Boys	35% of Basic Schedule
7/8 Grade Assistant "B" Girls	35% of Basic Schedule

SCHEDULE C

Cheer

Fall Sideline Cheer	6% of Basic Schedule
Competitive Cheer	28% of Basic Schedule

*Cross Country

7th and 8th Grade	28% of Basic Schedule
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Football

Head 7th Grade Coach	35% of Basic Schedule
Assistant 7th Grade Coach	33% of Basic Schedule
Head 8th Grade Coach	35% of Basic Schedule
Assistant 8th Grade Coach	33% of Basic Schedule

Track

7th Grade Boys	28% of Basic Schedule
7th Grade Girls	28% of Basic Schedule
8th Grade Boys	28% of Basic Schedule
8th Grade Girls	28% of Basic Schedule

Volleyball

7th and 8th Grade*	35% of Basic Schedule
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Wrestling

7th and 8th Grade*	35% of Basic Schedule
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* A second coach will be provided if the need is demonstrated. In the case of wrestling, if a second coach is provided, the percentage rate for each coach will be 28%.

SCHEDULE C Athletic Remuneration Basic Schedule

Board of Education proposes a 4% increase on the athletic schedule

EXPERIENCE YEAR	(1.0000)
1	6,058
2	6,511
3	6,943
4	7,385
5	7,827
6	8,219
7	8,630
8	9,065

NOTES TO SCHEDULE C

1. Coaches' responsibilities include pre-season and post-season conditioning programs, as outlined in the Position Description prepared by the Athletic Director.
2. All appointments to coaching positions are made annually by the Superintendent, upon recommendation from the respective Building Principal, or from the Athletic Director/Athletic Coordinator, if so designated by the Principal.
3. The payroll for athletic coaches shall be bi-weekly with the regular school payroll beginning two (2) weeks before the first athletic contest. One (1) month advance notice must be given to the Athletic Director/Athletic Coordinator to exercise Option B.
 - A. Bi-weekly as earned.
 - B. Installments beginning at the start of the respective season and continuing through the existing payment schedule.

(NOTE: Pay may be withheld by the Principal or designated Athletic Director/Athletic Coordinator upon failure of the coach to complete the assignment. The withholding of pay may be applied to either the current school year or future athletic assignments.)

4. If a coaching position is assigned to two (2) or more persons, the stipend percentage shall be divided between them according to the Schedule C Salary Index.
5. No Teacher shall assume tenure in any coaching position to which the Teacher has been appointed.
6. A coach coming into the District shall transfer in years of experience credit in that respective sport and grade level to a maximum of six (6) steps, according to the Salary Index. Also, a Head Coach will be granted a minimum of \$100 more than the highest paid assistant regardless of other provisions of this Schedule.
7. A coach moving up in the system shall be granted years of experience in the respective sport to a maximum of eight (8) steps.
8. In the event of a conflict, coaches must request and receive permission of their Building Principal to be excused from meetings or parent conferences held after school hours.
9. Any Head Coach, who is not to be reappointed for the succeeding school year, shall be notified by the Board or its Agent not later than June 30 of the current school year.
10. Any positions listed in Schedule C which are discontinued by the Board shall not be filled on a voluntary basis by persons not included in the bargaining unit.

SCHEDULE D

Core Department and Grade Level Leadership

Core Content Pay Scale:\$1100 per year

CORE DEPARTMENT and GRADE LEVEL LEADERSHIP POSITIONS:

MATH

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

SCIENCE

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

ENGLISH/LANGUAGE ARTS

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

SOCIAL STUDIES

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

KINDERGARTEN

Grade Level Chairperson	Responsible for District Kindergarten
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FIRST GRADE

Grade Level Chairperson	Responsible for District 1 st Grade
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SECOND GRADE

Grade Level Chairperson	Responsible for District 2 nd Grade
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THIRD GRADE

Grade Level Chairperson	Responsible for District 3 rd Grade
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FOURTH GRADE

Grade Level Chairperson	Responsible for District 4 th Grade
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FIFTH GRADE

Grade Level Chairperson	Responsible for District 5 th Grade
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NON-CORE DEPARTMENT LEADERSHIP POSITIONS

Non-Core Content Pay Scale: \$800 per year

INDUSTRIAL TECH

Department Chairperson

Responsible for Grades 6-12

Will work with assigned CTE Director

FAMILY CONSUMER SCIENCE

Department Chairperson

Responsible for Grades 6-12

PERFORMING ARTS

Department Chairperson

Responsible for Grades K-12

PHYSICAL EDUCATION/HEALTH

Department Chairperson

Responsible for Grades K-12

REPRODUCTIVE HEALTH COMMITTEE

Chairperson

Responsible for Grades K-12

VISUAL ARTS

Department Chairperson

Responsible for Grades K-12

WORLD LANGUAGE

Department Chairperson

Responsible for Grades 8-12

*SPECIAL EDUCATION

Department Chairperson

Responsible for Grades K-12

*COUNSELING/SSW DEPARTMENT

Department Chairperson

Responsible for Grades K-12

DISTRICT LEADERSHIP COMMITTEE

The District Leadership Committee (DLC) will be comprised of core-department chairs and grade level chairs, administrators, a Board of Education representative, and parents. Department and Grade Level Chairperson responsibilities of membership for this committee are compensated within the core-content department/grade level chair stipend. The DLC shall meet no more than monthly as needed from September - June and may meet as a whole committee or separately as elementary and secondary teams. The DLC will function as our District School Improvement Team and operate as a professional learning community.

*Includes DLC attendance.

**ST. JOSEPH PUBLIC SCHOOLS
SCHOOL CALENDAR 2020-2021**

	Planning in a Pandemic: Due to the uncertain nature of schools reopening in Michigan following the COVID-19 pandemic, the calendar committee members may need to reconvene and make adjustments to the dates for the 2020-2021 and / or 2021-2022 schools years. Any adjustments made will be reflective of state and local guidelines for school attendance, clock hour and day requirements.
8/27/2020	Upton Start-Up Day
8/31/2020	New Teacher Induction - Day One
8/31/2020	9th Grade Orientation 6:30, 7:30 Building Tours / Social - High School
9/1/2020	8:00 am District Welcome Back & PD Day, ELE Ice Cream Social
	(PD 5.0) 9:00-12:00; 1:15-3:00 Professional Development; lunch 12:00-1:15
	Elementary Ice Cream Social 6:00-7:00 p.m. (1st - 5th grades)
9/2/2020	Building Orientation & PD Day, Y5/Kdg BTSN/Orientation
	(PD 5.0) ELE PD 9:00-2:15, 2:30-3:30 Staff Mtg
	(PD 5.0) MS 8:00-2:30 8:00-1:15 PD, 1:30-2:30 Staff Mtg
	(PD 5.0) HS 8:00-2:30 8:00-1:15 PD, 1:30-2:30 Staff Mtg
9/3/2020	New Teacher Induction - Day Two
9/4/2020	Labor Day - Non Contract
9/7/2020	Labor Day - No School
9/8/2020	First Day of School Y5/K-12
9/14/2020	Back-to-School Night - High School
9/15/2020	Back-to-School Night - Middle School
9/16/2020	Late Start Y5/K-12
9/21/2020	Back-to-School Night - Elementary Grades 1-5 Only
9/23/2020	Late Start Y5/K-12
9/30/2020	Late Start Y5/K-12
10/7/2020	Student Count Day
10/7/2020	Late Start Y5/K-12
10/14/2020	Late Start Y5/K-12
10/15-16/2020	ELE Parent Teacher Conferences - 1/2 day Y5/K-5 ONLY
10/19/2020	No School Y5/K-5 only; ELE Curriculum Release Day (PD 6.0 8:15-2:45)
10/21/2020	Late Start Y5/K-12
10/28/2020	Late Start Y5/K-12
11/4/2020	Late Start Y5/K-12
11/6/2020	End of First Marking Period Secondary (44 days)
11/9/2020	Secondary Grades Due 4 p.m.
11/11/2020	Late Start Y5/K-12
11/12/2020	Parent-Teacher Conferences - 1/2 day Y5/K-12 - SEC Conf: 12:30-4:00 p.m. and 5:30-8:30 p.m.
11/13/2020	Parent-Teacher Conferences - 1/2 day Y5/K-12 - SEC p.m.= noncontract day
11/18/2020	Late Start Y5/K-12
11/20/2020	ELE 1/2 Day for students Y5/K-5 only - End of First Trimester Elementary (54 days) - Virtual Record Day for ELE teachers (p.m.)
11/23/2020	Elementary Grades Due 4:00p.m.
11/25 -11/27	Thanksgiving Break - No School
12/2/2020	Late Start Y5/K-12
12/9/2020	Late Start Y5/K-12
12/16/2020	Late Start Y5/K-12
12/21-1/1	Winter Break
1/4/2021	School Resumes
1/6/2021	Late Start Y5/K-12

1/13/2021	Late Start Y5/K-12
1/18/2021	Martin Luther King, Jr Day - No School Y5/K-12 (PD 5.0 8:00am-1:15pm)
1/20/2021	Late Start Y5/K-12
1/25/2021	End of Second Marking Period Secondary (42 Days)
1/27-1/29	HS Semester Exams 1/2 Days for Students 9-12 (PM is teacher time at school) (1/27 Teacher Full day; 1/28-1/29 Virtual record days in p.m.)
1/27-1/29	UPTON End of Semester 1/2 Days for Students 6-8 (1/27 & 1/28 Teacher Full day, 1/29 Virtual Record day in PM)
1/29/2021	End of First Semester Secondary (90 days)
1/28-1/29	ELE 1/2 Days for Y5/K-5 students - Parent Teacher Conferences
2/3/2021	Late Start Y5/K-12
2/3/2021	Secondary Grades Due 4 p.m.
2/10/2021	Late Start Y5/K-12
2/10/2021	Student Count Day
2/12/2021	No School Y5/K-12 (PD 5.0 8:00am-1:15pm)
2/15/2021	President's Day - No School Y5/K-12
2/17/2021	Late Start Y5/K-12
2/24/2021	Late Start Y5/K-12
3/3/2021	Late Start Y5/K-12
3/5/2021	End of Second Trimester - Elementary (59 days)
3/5/2021	1/2 Day for students Y5/K-5 - ELE Teacher Record Day (Virtual) PM
3/8/2021	ELE grades due, 4 p.m.
3/10/2021	Late Start Y5/K-12
3/15/2021	No School Y5/K-5 only; ELE Curriculum Release Day (PD 6.0 8:15-2:45)
3/17/2021	Late Start Y5/K-12
3/24/2021	Late Start Y5/K-12
3/31/2021	Late Start Y5/K-12
4/1/2021	End of Third Marking Period Secondary (42 days) (Spring Break Begins in PM)
4/2/2021	No school Y5/K-12
4/5-4/11	Spring Break
4/12/2021	Secondary Grades Due 4 p.m.
4/12/2021	School Resumes
4/14/2021	Late Start Y5/K-12
4/21/2021	Late Start Y5/K-12
4/28/2021	Late Start Y5/K-12
5/3/2021	No School Y5/K-5 only; ELE Curriculum Release Day (PD 6.0 8:15-2:45)
5/5/2021	Late Start Y5/K-12
5/12/2021	Late Start Y5/K-12
5/19/2021	Late Start Y5/K-12
5/26/2021	Late Start Y5/K-12
5/31/2021	Memorial Day Recess - No School Y5/K-12
6/2/2021	Late Start Y5/K-12
6/7/2021	End of Fourth Marking Period Secondary (40 Days)
6/9,10,&11	HS Semester Exams 1/2 Days for Students 9-12 (PM is teacher contract time)
6/9,10,&11	UPTON End of Semester 1/2 Days for Students 6-8 (PM is teacher contract time)
6/10/2021	ELEM 1/2 Day - Work Day for teachers in p.m.
6/11/2021	Last Day of School 1/2 Day for Y5/K-12 Students (non contract PM elementary teachers)
6/11/2021	End of Second Semester Secondary (86 Days)
6/11/2021	End of Third Trimester Period ELE (63 Days)
6/14/2021	Teacher Record Day (Virtual)
6/15/2021	Grades Due (Y5/K-12) 4:00 p.m.

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Ratios	16
Student Teaching Program Assistance	34
Substitute Teacher	3
Teachers	
Meetings	6 & 13
Protection of	25
Vacancies, Transfers, Job Assignments & Promotions	18
Work Week	13
Elementary Teachers	14
Middle School Teachers	14
Senior High Teachers	15
APPENDIX	57



Good health. Good business. Great schools.

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 East Lansing, Michigan 48826-2560
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 www.messa.org

MESSA Group Term Life Insurance Benefit Highlights
Underwritten by Life Insurance Company of North America

MESSA Account: St Joseph Public Schools

Employee Group: Full Time Teachers

*This is a brief summary of your coverage available under MESSA's Group Term Life and AD&D policy.
 Please refer to your Life & Accident Insurance Certificate Booklet for complete information.*

Feature	Definition	Your Coverage
Group Term Life Insurance	The amount of your Group Term Life Insurance coverage.	\$ 50,000
Group AD&D Insurance	The amount of your Accidental Death and Dismemberment (AD&D) coverage.	\$ 50,000
Group Dependent Term Life Insurance: SPOUSE	This provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits.	\$
Group Dependent Term Life Insurance: CHILD(REN)	This provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits.	\$

It is important to note that Group Term Life Insurance in excess of \$50,000 and Group Dependent Term Life Insurance (if the benefit exceeds \$2,000) are taxable benefits.





Good health. Good business. Great schools.

MESSA Dental Plans

MESSA Account: St. Joseph Public Schools

Employee Group: Full Time Teachers

Group/Subgroup:

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

Diagnostic & Preventive Services

75 %

- Oral Examination
- Prophylaxes
- Topical Fluoride
- Brush Biopsy
- Emergency Palliative
- Two Cleanings in 12 Months

RIDER

(If neither box below is checked, you do not have this coverage.)

3 Cleanings in 12 Months

4 Cleanings in 12 Months

Basic Services

75 %

- Radiographs (x-rays)*
- Restorative
- Crowns**
- Oral Surgery
- Endodontic Services — treatment for diseased or damaged nerves.
- Periodontic Services — treatment for diseases of the gum and teeth-supporting structures.

* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.

** Payable once in any five-year period on the same tooth.

RIDER

(If the box below is not checked, you do not have this coverage.)

Sealants — payable on occlusal surface of first permanent molars for patients up to age nine and for second permanent molars for patients up to age 14 that are free from caries and restorations.

Major Services

50 %

- Procedures for the construction of fixed bridgework, endosteal implants, partial and complete dentures.
- Payable once in any 5 year period for the same appliances.

Orthodontics

75 %

- Necessary treatment and procedures required for the correction of abnormal bite.
- Orthodontic exam, radiographs and extractions are covered under Diagnostic & Preventive Services and Basic Services.

RIDER

(If the box below is not checked, you do not have this coverage.)

Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.

\$ 1500 annual maximum per person
Diagnostic & Preventive Services, Basic Services, and Major Services

\$ 1000 lifetime maximum per person
Orthodontics

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

VSP-3 Benefits



Panel Providers

When you see a MESSA VSP participating panel provider for services which are covered charges (exam, lenses and frame allowance or exam and contact lenses), the provider bills VSP directly for the covered charges. If the cost of the frames or contact lenses exceeds the maximum benefit allowance specified in the chart below, the member will have to pay the provider directly for excess costs. A directory of MESSA VSP panel providers is available on the Web at www.messa.org > Members > Provider Search > Find an Eye Doctor.

Non-Panel Providers Maximum Reimbursement to Patient

Non-panel providers are providers who do not participate with MESSA's VSP plan. Benefits for examinations, lenses or frames which are obtained from a non-panel (non-participating) provider are subject to a maximum reimbursement. Members and dependents who choose to see a non-panel provider must pay the provider and submit an itemized receipt to VSP for reimbursement. The member is responsible for the difference. The reimbursement will be limited to the maximum amount for each covered charge as indicated in the chart below.

Features	VSP-3 Panel Provider	VSP-3 Non-Panel Provider
Exam Deductible <input type="checkbox"/> Optometrist <input type="checkbox"/> Ophthalmologist	No Deductible	\$35 max \$45 max
Contact Lens Allowance (includes exam) <input type="checkbox"/> Cosmetic (Elective) <input type="checkbox"/> Disposable	\$115	\$115 max
Frame Allowance	\$65	\$55 max
Lenses <input type="checkbox"/> Single Vision <input type="checkbox"/> Bifocal <input type="checkbox"/> Trifocal <input type="checkbox"/> Lenticular	Covered	\$ 38 max \$ 60 max \$ 72 max \$108 max
Extra Lens Features <input type="checkbox"/> Pink #1 or #2 tint <input type="checkbox"/> Rimless <input type="checkbox"/> Oversize <input type="checkbox"/> Blended <input type="checkbox"/> Progressive	Covered	**
Tinted <input type="checkbox"/> Tinted Single Vision <input type="checkbox"/> Tinted Bifocal <input type="checkbox"/> Tinted Trifocal <input type="checkbox"/> Tinted Lenticular	Not Covered	
Polarized <input type="checkbox"/> Polarized Single Vision <input type="checkbox"/> Polarized Bifocal <input type="checkbox"/> Polarized Trifocal <input type="checkbox"/> Polarized Lenticular	Covered	\$ 42 max \$ 70 max \$ 84 max \$118 max
<input type="checkbox"/> Polarized Single Vision <input type="checkbox"/> Polarized Bifocal <input type="checkbox"/> Polarized Trifocal <input type="checkbox"/> Polarized Lenticular	Covered	\$ 56 max \$ 90 max \$110 max \$138 max

**Non-panel provider materials including lens features are subject to and limited by the lens and frame maximum reimbursement. The patient is responsible for paying the cost of materials and services above the maximum reimbursement amount.



1. BENEFIT HIGHLIGHTS

Classification: 2 All Eligible Teachers of the Bargaining Unit

Your disability income insurance will be based on the following:

Benefit:

66.67% (Benefit Percentage) of your Total Monthly Earnings

Benefits will be paid monthly.

Maximum Benefit:

\$5,000

Minimum Benefit:

\$100

Elimination Period:

90 days

Maximum Benefit Duration:

SSNRA

Gainful Occupation Percentage:

67% of your Indexed Total Monthly Earnings.

Total Monthly Earnings:

Your basic monthly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Monthly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

Contributions:

The cost of your insurance is paid entirely by your Employer. This is your Non-contributory Insurance.

The following Additional Benefit(s) are included:

- Family Care Benefit
- Reasonable Accommodation Benefit
- Rehabilitation Services
- Retro Disability Benefit
- Survivor Benefit
- Waiver of Premium

Letter of Agreement

The following change is agreed upon:

Article 8 – Leave Policy

B. Extended Leave Days - A teacher who has exhausted his accumulated Leave Days shall receive one-half of his calculated daily rate. – Suspended for the life of the contract August 2019 – 2022.

The following will replace Article 8B as a pilot and will be re-evaluated at the end of the current contract (August 2022):

B. Short Term Disability – Board Paid

- All Full-Time Teachers within 7 years of hire date
- **60%** of Salary
- Elimination Period: Longer of 8 days or sick leave balance
- No pre-existing conditions limitations
- Full Maternity Leave Coverage



Ann Cardon, Superintendent



Matt Culver, SJEA President

8/6/19

Date

08/06/19

Date

**Letter of Agreement
2020 - 2022 Calendar**

Representatives of the calendar committee have established a tentative agreement on school calendars for the 2020-2021 and 2021-2022 school year. This agreement includes the following changes to the three year calendar concept that was approved as part of the PAWT for the 2019-2020 school year. These changes reflect recent changes to the law on professional learning and clock hours. The changes do not affect the overall count of days or hours of instruction, however, they are calculated differently for the 2020-2022 as allowable under the law.

Professional Learning

- 20 hours of instructional time for secondary students and 38 hours of instructional time for elementary students is dedicated to professional learning for teachers.
- August staff return days are reorganized to accommodate the annual professional learning plan. See attached staff calendar.
- Professional learning days are calculated at 5.0 hours, unless otherwise noted on the attached staff calendars.
- Martin Luther King, Jr. day is a report day for staff for the purpose of professional learning. The committee recommends this day be dedicated to propelling the diversity and inclusion efforts of the district.
- Three additional late starts have been added to build a more consistent calendar. 33 total

Good Friday 4/15/2022

School will be in session for a full day.

Additional No School Dates

As a result of changes to the clock hours calculation resulting from Professional Learning, a direct calendar overlay was not possible. Please see the attached years 2020-21 and 2021-22 staff calendars, and note the following additional "no school" days:

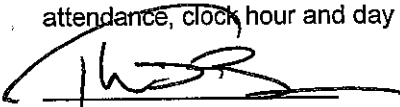
Students and staff:	2020/2021: 11/25, 2/15, 4/2	2021/2022: 11/24, 2/21, 4/1
K-12 Students only:	2020/2021: 1/18, 2/12	2021/2022: 11/17, 2/18
Elementary Students only:	2020/2021 10/19, 3/15, 5/3	2021/2022 10/18, 3/14, 5/2

Attendance Times

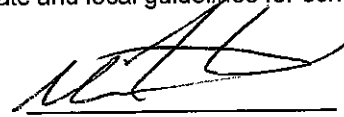
Elementary: Full Day	8:30-3:5	Late Starts	9:30-3:50	Half Days	8:30-12:09
Middle School: Full Days	7:45-2:42	Late Starts	8:45-2:42	Half Days	7:45-11:00
High School: Full Days	7:45-2:47	Late Starts	8:45-2:47	Half Days	7:45-11:01

Planning in a Pandemic

Due to the uncertain nature of schools reopening in Michigan following the COVID-19 pandemic, the calendar committee members may need to reconvene and make adjustments to the dates for the 2020-2021 and / or 2021-2022 school years. Any adjustments made will be reflective of state and local guidelines for school attendance, clock hour and day requirements.


Dr. Thomas Bruce
Superintendent of Schools

5.3.20 (Date)


Matthew Culver
SJEA President

5-3-2020 (Date)