

**ST. JOHNS EDUCATION ASSOCIATION/ICEA  
MASTER AGREEMENT  
2015 - 2017**

**ST. JOHNS PUBLIC SCHOOLS**

**AGREEMENT**

**Between the**

**ST. JOHNS BOARD OF EDUCATION**

**and the**

**INGHAM/CLINTON EDUCATION ASSOCIATION**

**and the**

**ST. JOHNS EDUCATION ASSOCIATION**

**September 1, 2015**

**to**

**July 31, 2017**

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## **AGREEMENT**

This agreement is made and entered into this 21<sup>st</sup> day of October 2015 by and between the Board of Education of the St. Johns Public Schools, hereinafter called the "Board" and the Ingham/Clinton Education Association MEA-NEA, hereinafter called the "Association", for its local affiliate the St. Johns Education Association.

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

**WITNESSETH**

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

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

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

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

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

**ARTICLE 1**  
**RECOGNITION**

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

all full-time and regularly scheduled part-time PreK-12 teaching personnel certified, authorized, or licensed by the Michigan Department of Education, under contract, excluding

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

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

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

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

**ARTICLE 2**  
**BOARD RIGHTS RESERVED**

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

### **ARTICLE 3**

#### **PAYROLL DEDUCTIONS**

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, charitable donations, city income taxes, court ordered deductions, or any other plans or programs jointly approved by the Association and the Board.



## **ARTICLE 4**

### **QUALIFICATIONS AND ASSIGNMENTS**

- A. Each classroom teacher shall be given specific written notice of his/her subject and grade level assignments for the next school year no later than thirty (30) days following the last day of school. This includes co-teaching assignments. In these cases both teachers will be notified of who their teaching partner will be at this time. Changes beyond that day may be made in cases of emergency such as unforeseen personnel changes and changes in financing and growth patterns which are unexpected. In such cases the teacher will be given as much advance notice as possible.
- B. The Teacher Transfer process will be defined in board policy 3130. Administrative guidelines related to the transfer process will be made available upon request.
- C. A vacancy is defined as a newly created position or a position which is unoccupied and is to be filled. When a vacancy occurs in the bargaining unit which requires a professionally certified person, and the Board intends to fill such vacancy, the position will be posted electronically via email for ten (10) school days. For vacancies that occur between July 31 and the first day of school, the posting period will be five (5) working days. Exceptions to this language shall be leave of absence positions guaranteed by contractual language.
- D. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption of the existing instructional program. The Board shall still post such vacancies, but may fill such a vacancy on a temporary basis until the end of the current school year.
- E. As vacancies occur, teachers will be notified via electronic posting.
- F. When a teacher's request for transfer is denied, he/she shall be informed as soon as possible.
- G. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, summer school courses, and extra duties, enumerated in Appendix B and C, shall not be obligatory but shall be with the consent of the teacher. Music teachers shall be obligated to assume Appendix C duties when they are integrated with classroom instruction.
- H. All teachers regularly employed in the St. Johns Public Schools shall be given first priority for appointment to extra duty under Appendix B and C if qualifications such as experience, knowledge, and ability to further the program are similar. Positions under Appendix B and C shall be filled on a voluntary basis with recommendation from the building principal and approval of the Board of Education. Assignment of the extra duties will be made annually at the discretion of the Board following a written evaluation of the previous year's performance in the activity. No teacher shall have tenure of position for extra duties.  
Vacancies will be posted for five (5) business days.

**ARTICLE 5**  
**TEACHING CONDITIONS**

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

- J. When a building is without heat, or experiences plumbing or electrical problems, the safety and comfort of children will be the first priority in determining dismissal of school. If the electrical, heating, or plumbing problem cannot be repaired within a reasonable period of time, school will be dismissed.
- K. Teachers are encouraged to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.
- L. The Board will provide school building keys and ID Badges necessary to the normal function of the teacher, provided such keys and ID Badges shall be turned in upon the termination of the teacher's employment and/or upon completion of the school year. The employee shall not incur any costs for ID Badges that need to be replaced due to normal wear and tear, limited to a two year cycle. Lost ID Badges shall be replaced at a cost to the employee not to exceed the cost of replacement. If the teacher is using the building after normal hours, it will be the responsibility of the teacher to secure areas of the building that he/she used and/or notify administration of any problem(s).
- M. Whenever conditions beyond the control of school authorities such as severe storms, fires, health conditions, etc. occur, the district will follow current state law as it pertains to making up scheduled pupil instructional time. All make-up time shall be without additional compensation. If school is cancelled during the exams/records day, the next available day(s) will be used for exams/records day.
- N. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
1. Participation as a mentor shall be on a volunteer basis.
    - The mentor position will be first offered to a current bargaining unit member with at least five (5) successful years of teaching completed and a satisfactory record of evaluation. Should the number of beginning teachers exceed the number of volunteer bargaining unit mentors, then the position(s) may be offered to non-bargaining unit personnel at the discretion of the Administration.
    - The Administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.
    - Every effort will be made to match mentor teacher with mentees who work in the same building and have the same area of certification.
    - The mentee shall be assigned to one (1) mentor teacher at a time, unless otherwise mutually agreed. A mentor teacher shall be assigned to only (1) mentee at a time, unless otherwise mutually agreed.

- The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
  - Should either the mentor teacher or the mentee present cause to dissolve the relationship subsequent to the initial six (6) months, representatives of the parties will meet with the mentor teacher and the mentee to determine an appropriate course of action.
2. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other
  3. The Administration shall attempt to arrange for a common preparation time for the mentor and mentee.
  4. Professional development training required by law or regulation, such as section 1526 of the Michigan School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher. It shall be the obligation of the teachers to satisfy state laws or regulations pertaining to professional development training, certification requirement, and continuing education requirements. The board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the board.
- O. Proper dress from all staff is expected throughout the school year. Staff should dress for respect and success. Clothing that is torn, worn, or revealing is never appropriate. Monitoring of these guidelines is the responsibility of the building administrator. Teachers in violation may be asked to go home and change their clothing and return to work.

**ARTICLE 6**  
**EDUCATIONAL ADVISORY COUNCIL**

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

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

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

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

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

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

**ARTICLE 7**  
**JOB TRADING AND JOB SHARING**

A. Job Trading

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

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

B. Job Sharing

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

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

- C. The following are conditions that will apply to a job-sharing:
1. Two non-probationary staff members may file a request for job-sharing assignment provided it is mutually agreeable with the two staff members and both teachers be certified and have the qualifications for their shared assignment as specified in the teachers' contract.
  2. The duration of the job shared will be for one year. At the end of the school year the staff members may re-apply for the job-sharing.
  3. In order for a job-sharing situation to occur, the Superintendent must approve. That decision is not subject to the grievance procedure.
  4. The job-sharing request must be made by March 1 for consideration by the Superintendent. Disposition of the request will be made by May 15 or whenever assignments are finalized. If the request is denied, communications with the teachers shall occur.
  5. When job sharing, the following will be prorated based upon the percentage each teacher works per day, week, term or year, etc.:
    - a. Leave
    - b. Salary
    - c. Fringe Benefits (See "6" below)
    - d. Advancement on Salary Schedule
  6. Fringe benefits will be available to these part-time employees on a prorated basis. The balance of the premiums will be payroll deducted.
  7. When a teacher in a shared assignment is absent a substitute may be used or the other shared time teacher may be offered the opportunity to substitute. Should the shared time teacher accept an offer to substitute in the other teacher's absence he/she shall be paid at \$30 per hour.
  8. All other contractual language shall apply equally to these teachers.

**ARTICLE 8**  
**TEACHING HOURS, CLASS LOADS AND DUTIES**

- A. Teacher Reporting times:
1. Teachers at the High School and the Middle School shall be required to report for duty no earlier than twenty (20) minutes before the opening of the student's regular school day in the morning and shall be permitted to leave fifteen (15) minutes after the close of the students' day.
  2. Elementary teachers shall be required to report for duty no earlier than fifteen (15) minutes before the opening of the students' regular school day in the morning and shall be permitted to leave twenty (20) minutes after the close of the students' regular school day.
  3. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and scheduled teacher meetings. On Fridays and days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day. If a teacher is required to provide after school supervision on Friday or a day preceding a holiday or vacation, then the teacher would be permitted to leave with students on a different day of the week as arranged with the building principal.
- B. Both parties recognize that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible.
- C. Recognizing that the geographical location of the elementary schools makes equal placement of students difficult, the Board will make a reasonable effort to equalize class loads within each grade level or subject discipline. It is agreed that the system wide ratio of students in grades K-5 to classroom teachers shall not exceed 27 as of the Pupil Count. In computing this average only general education K-5 enrollment will be used.
- D. A secondary teacher shall not be required to accept a teaching load consisting of more than three (3) preparations unless agreed to by both the administration and the teacher (except vocational education and special education, when it is necessary).
- E. The normal teaching schedule at the middle school will be six (6) assigned periods per day with one unassigned/planning period per day. The normal teaching schedule at the high school will be five (5) assigned periods per day, with one unassigned/planning period per day. Any changes from the 2015-2016 teaching schedule will be agreed upon collaboratively between administration and SJEA.



- F. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than the time allotted to the students' lunch in their particular building.
- G. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- H. A teacher engaged during the school day with any representative of the Board or participating in any professional grievance negotiation, mediation or arbitration, shall be released from regular duties without loss of salary.
- I. All teachers shall be required to monitor the area of their rooms when their scheduled classes are in session and, when possible, in the hall near their rooms during the passing of students between classes.
- J. Teachers are asked to attend all programs that are scheduled during school hours. Included are assemblies and pep meetings, unless said teacher has been previously released by proper authority.
- K. Except on proper permission of a building administrator, teachers shall remain within the assigned building during the hours school is in session, with the exception of the teachers' lunch period.
- L. The number of student assigned to a combination classroom with more than one grade level shall not exceed twenty-eight (28). Additionally, each combination classroom over twenty-two (22) students shall be provided with up to one and one-half (1-1/2) hours per day of teacher aide assistance, as requested by the teacher.
- M. Each elementary classroom teacher, as well as learning resource staff, shall be allowed an average of 275 minutes of planning time for each full week worked. Effective with the 2016-17 school year, planning time for each full week worked will be an average of 250 minutes per week contingent upon a collaborative agreement between administration and SJEA. In order to help assure the district meets the planning minutes, teachers will be required to assist with student recesses, not to exceed one recess per week. The district will make every attempt to allow the planning time to be scheduled in at least 20 minutes blocks of time for the teacher.
- N. At the elementary school level no less than the equivalent of one hour of support staff assistance per day shall be provided for in each building, as scheduled by the building principal, within the confines of the day, unless extenuating circumstances on a particular day preclude such a minimum amount of time. In addition, as part of the instructional day, all teachers will have access to copy machines and FAX machines in order to enhance the District's educational program.

- O. Whenever an elementary classroom in grades K-2 contains over twenty-eight (28) students or in grades 3-5 contains over thirty (30) students, the teacher shall receive one and one-fourth (1-1/4) hour of aide time per day.
- P. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures, which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.
- Q. When a special education student is added to a regular classroom for more than 120 minutes a day, this child will count as one (1) full time equivalent student in determining class size and subsequent aide time. If an aide is assigned to a specific student, this aide will not be counted as an additional aide in determining aide time, nor will the assigned student be counted toward class size when determining overload aide time.

**ARTICLE 9**  
**DEPARTMENT AND GRADE LEVEL CHAIRPERSONS**

- A. The Board will establish departments in the High School and departments in the Middle School arranged by subject area or grade level, including Special Education, as determined by the Superintendent and/or designee. When a subject area has less than four employees, the Superintendent and/or designee may establish a department of two or more subject areas. Every employee shall be a member of one department. Unless circumstances dictate otherwise, teachers shall generally be considered members of a given department based upon the subject area in which they teach the majority of the time. The Department Chairperson shall be elected by their peers and shall serve a term of three (3) years. The election of department chairs will take place during the last month of the school year and will be conducted by a representative of the Association. The vote will be confidential and may be reviewed by the Association president or designee and the respective building principal, and curriculum coordinator. There will be no tenure in a department chairperson position. It is understood that the department chairpersons serve as instructional liaisons between teachers of the department and administration and are primarily non-probationary classroom teachers and are not considered to be supervisory personnel.
- B. Elementary grade level chairpersons shall be elected at the first monthly meeting for a period of three (3) years. Elementary grade levels shall be grouped as follows: Pre-K/Kindergarten, First Grade, Second Grade, Third Grade, Fourth Grade, Fifth Grade, Special Education/Title I/At-Risk, and Specials.
- C. The duties and responsibilities of the chairpersons, after input from the teachers, shall be determined by the building principals and the Curriculum Coordinator. These duties and responsibilities shall be evaluated annually by June 1 by the Principal and/or Curriculum Coordinator.
- D. If the Department or Grade Level Chairperson is relieved of his responsibilities as chairperson before the expiration of his term; he may seek recourse through the grievance procedure.
- E. If a chairperson's position becomes vacant during the school year, the position will be filled within thirty (30) school days. The new chairperson shall be elected by his/her peers, and shall serve for the remainder of the three (3) year term.

**ARTICLE 10**  
**PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with the rules, regulations, and directions adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation for reasons that are arbitrary and capricious. Any such discipline, reprimand, or reduction in rank or compensation or procedurally improper evaluation of teacher performance not covered by the Michigan Tenure of Teachers Act as amended (Act. 4 P.A. of 1993) shall be subject to the grievance procedure hereinafter set forth. All information forming a basis for disciplinary action will be made available to the teacher and the Association
- When a request is received by the designated FOIA Coordinator under the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, to inspect, copy or receive a copy of an employee's record, the employee and the Association President shall be notified prior to the release of any information.
- C. The responsibilities of each individual teacher include:
1. Careful daily preparation
  2. Participation in activities of the school such as (may be excused by the principal for meritorious reasons):
    - a. Parent Conferences and Open Houses
    - b. PTO meetings
    - c. Staff meetings
    - d. Professional development
  3. Flexibility for non-traditional teachers: Teacher daily hours, breaks, planning periods, limits on after school meetings and other similar limitations, are intended to be applied to classroom teachers and not to restrict the ability to meet program and student needs by such certified personnel as counselors, teacher consultants, and program coordinators. When varying from the normal contract work hours, an appropriate work schedule shall be agreed to by the non-traditional teacher and the building principal.
- D. All personnel records required by Central Administration shall be submitted to the Business Office by each teacher. Items included are:
1. Valid Teaching Certificate
  2. Transcript of credits for
    - a. New Teachers
    - b. Those teachers requiring a Special Certificate
  3. Teacher's Cumulative Record
    - a. New Teachers
    - b. Any change of credit status for any other teacher

4. Any needed specialized teacher certification or endorsement
5. Confidentiality statement

Each teacher shall have the right, upon request, to review the contents of his own personnel file and respond thereto. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

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

**ARTICLE 11**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

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

**ARTICLE 12**  
**UNPAID LEAVES OF ABSENCE**

- A. A teacher upon written request submitted by April 1 shall be granted a leave of absence for a full school year. Any request after April 1, the Board is not obligated to grant the leave unless a replacement can be secured. The teacher must begin and return from the leave at the end of a school year.
  - 1. While on leave teachers shall not continue to accrue seniority or proceed up the salary schedule.
  - 2. A leave will not be granted for purposes of full-time employment with another school district.
- B. A leave of absence of up to one year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or counties, foreign or military teaching programs, the Peace Corps, Teachers' Corps or Job Corps as full time participant in such programs.
- C. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States.
- D. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning or serving in a public office.
- E. A teacher upon written request, submitted at least thirty (30) days in advance when possible, shall be granted a child care leave of absence for the purpose of parental care of a newborn child for the remainder of the term or school year or for the full term or school year following the date of the teacher's recovery from the disability period attendant to the birth of the child.
- F. Unpaid childcare leave as provided for in Section E shall also be available to teachers upon the adoption of a child. The date of adoption will be substituted for the date of birth.
- G. Upon written application submitted no later than April 1, a teacher shall be granted a leave of absence for up to two (2) full terms, for the purpose of engaging in not less than half-time study at an accredited college or university. The teacher shall present certified documentation from the educational institution of attendance as no less than a half-time student in an area related to the continuation of a career in education.
- H. In all cases whereby a teacher requests and is granted a leave of absence under the terms of this Master Agreement, the conditions of said leave of absence shall be stated to the satisfaction of both parties and recorded on the "Leave of Absence Form". The disposition of this form will be: one copy to the Board of Education, one copy is to be retained by that person requesting the leave of absence, and one copy to the Association.

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

1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education
  2. Upon returning from a leave (except teachers who took a leave for military service), the teacher's position will be determined through the normal transfer process as defined in board policy 3130 and administrative guidelines. They will not be considered displaced.
  3. If no positions are open through the transfer process, then the layoff policy will be followed.
  4. All leaves of absence shall be for the remainder of a term or school year, or full term or school year, at the option of the teacher, unless otherwise arranged with and approved by the Board.
  5. A teacher desiring to return from leave at the beginning of a school year shall notify the district of his/her intent to return on or before April 1 of the preceding school year.
- I. Short-term unpaid leaves for unusual, extenuating and/or emergency situations may be taken only upon approval of the Superintendent.



## ARTICLE 13

### LEAVE PAY

- A. At the beginning of each school year each teacher shall be credited with 13 leave days to be used for either illness or personal business. Leave days will be prorated if a teacher is hired after the start of the school year or resigns before the end of the school year. A physician's statement and/or verification may be required in cases of chronic illness and/or absences of more than three (3) consecutive workdays. The unused portion of such an allowance shall accumulate from year to year up to 250 days with those teachers over 250 days as of September 1, 2015 capped at their current number of days. Leave days are not to be used the first or last day of a term or year or on a day immediately preceding or following a holiday while school is in session, except in case of an emergency or with Superintendent approval.
- Any planned leave of more than three (3) consecutive days must be reported to the building principal and approved by the Superintendent and/or designee no later than two (2) weeks prior to the dates requested.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request by the teacher, except that the position on the salary schedule may increase by one step only.
- C. Leaves of absence with pay not chargeable against the teacher's leave allowance shall be granted for the following reasons:
1. Absence when teacher is called for jury service. Teacher will be deducted the amount received for such duty from regular pay.
  2. Court appearance as a witness in any case connected with the teacher's employment, or the school, or whenever a teacher is subpoenaed to attend a legal proceeding.
  3. Approved visitation at another school or approved educational conference or convention.
  4. Time necessary to submit to selective service physical examination.
  5. Death in the immediate family. Immediate family is to include Spouse, Child, Mother, Father, Brothers and Sisters, Grandparents, Grandchildren, Step Parents and Step Children of the employee and the employee's spouse. A maximum of three (3) days bereavement will be allowed. With the death of a parent, spouse or child of an employee, additional leave days may be used. Taking exception to paragraph C, these additional leave days will be chargeable against the employee's accumulated leave time.
- D. Absence due to injury in the course of the teacher's employment and compensable under the Michigan Workers' Compensation Act shall result in the teacher continuing to receive his/her normal salary provided accrued sick leave time is used to make up the difference between the salary and the benefits received under the Michigan Workers' Compensation Act. Once the teacher's sick leave is exhausted such payments by the Board shall cease.

- E. A teacher absent from work with mumps, scarlet fever, measles, or chickenpox shall suffer no diminution of compensation and shall not be charged with leave for a period not to exceed three (3) weeks, provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility. The diagnosis of the disease may be requested by the Board by a Doctor of Medicine or Osteopathy.
- F. After the disposition of the leave form by the teacher and principal, a copy of said form will be given to the teacher.
- G. The number of accumulated leave days will appear on each teacher's electronic pay stub.
- H. The Board shall provide to the Association fifteen (15) days for the transaction of Association business, conference days, etc. The request for Association days will be approved by the Superintendent. The Association will reimburse the Board for the substitute cost at the prevailing substitute rate of pay.
  - 1. Additionally, the Association shall be provided with ten (10) days to be used in connection with the negotiation of any successor collective bargaining agreement, provided the Association will reimburse the Board for the substitute cost at the prevailing substitute rate of pay.
  - 2. The Board of Education agrees to release the designated agent of the Association one-half day per week if requested to transact Association business provided the agent does not interrupt classes. The agent and the building principal shall establish at the beginning of each semester the days he/she shall use in that semester. Changes in the established schedule shall be mutually agreed upon by the agent and the building principal. The Board shall not have to pay the cost of this released time.

**ARTICLE 14**  
**INSURANCE PROTECTION**

A. Each teacher may elect insurance coverage under MESSA PAK Plans as defined below:

1. MESSA PAK Plan A

MESSA Choices II Health Insurance \$300/\$600 In Network Deductible, \$5/\$10/\$25 Copays  
 Long Term Disability Insurance Plan 60% with 90 calendar days modified fill,  
 \$2,500 maximum monthly benefit,  
 Social Security Freeze,  
 Alcoholism/drug addiction, 2 year limitation,  
 Mental/nervous 2 year limitation  
 Saver RX Prescription Drug Coverage  
 Delta Dental Plan A 0-1 (75/50/50:\$500)  
 Vision Care Plan VSP 3  
 Preventative Health Care Coverage  
 Negotiated Life Insurance \$15,000 with AD&D

2. MESSA PAK Plan B

Long Term Disability Insurance Plan 4 60% with 90 calendar days modified fill,  
 \$2,500 maximum monthly benefit,  
 Social Security Freeze  
 Alcoholism/drug addiction, 2 year limitation,  
 Mental/nervous 2 year limitation  
 Delta Dental Plan E 007 (80/80/80:\$1300)  
 Vision Care Plan VSP 3  
 Negotiated Life Insurance \$25,000 with AD&D

3. MESSA PAK Plan C

MESSA ABC Plan Health Insurance Health Savings Account \$1,300/\$2,600 Deductible  
 ABC RX Prescription Drug Coverage  
 Long Term Disability Insurance Plan 1 60% with 90 calendar days modified fill,  
 \$2,500 maximum monthly benefit,  
 Social Security Freeze  
 Alcoholism/drug addiction, 2 year limitation,  
 Mental/nervous 2 year limitation  
 Delta Dental Plan E 007 (75/50/50:\$500)  
 Vision Care Plan VSP 3  
 Negotiated Life Insurance \$15,000 with AD&D

- B. The Board shall contribute toward the insurance plans, including applicable assessments, taxes, fees, and contributions to health savings account, not to exceed the 2015-16 hard cap amount for the 2015-16 school year and the 2016-17 hard cap amount for the 2016-17 school year. The employee shall be responsible for the remaining cost of the insurance coverage selected. The amount for which the employee is responsible shall be paid by deduction from the employee's bi-monthly salary.
- C. The Board shall make a monthly payment of one hundred forty-five dollars (\$145.00) for each teacher participating in Plan B by payroll deposit.
- D. In the event of the death of an employee, the district shall maintain the above-mentioned fringe benefits for three months at no cost to the employee's family.
- E. The District will fund 67% of deductible in January and 33% in September of each year for members selecting MESSA PAK C. The deductible payment from the district is accrued monthly and will be pro-rated if a teacher does not fulfill their contract year.

**ARTICLE 15**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. An electronic version of this Agreement shall be made available to the Association within 10 days of settlement.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law that all other provisions or applications shall continue in full force and effect.
- D. The school district will allow each teacher free access to all school activities, except Dinner Theatre. A school-issued ID or driver's license will be used for identification. It is the expectation that staff will assist supervision and maintaining student order during events in exchange for free access.

**ARTICLE 16**  
**PROFESSIONAL COMPENSATION**

- A. The Board will issue payment determined and scheduled by the business office within the September – August school year. Employees will be paid in 24 equal pays on the 10<sup>th</sup> and 25<sup>th</sup> of each month.
- B. Teachers newly employed after October 15, 2015, shall be given credit for previous full time classroom teaching experience based on the following: 4-9 years of experience would be given one (1) year, 10 or more would be given two (2) years. This provision shall not preclude the school district from granting full or partial credit for experience above two (2) years.
- C. Teacher involved in extra duty assignments set forth in Appendix B & C which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed Appendices without deviation.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed for mileage driven at the Internal Revenue Service's allowable reimbursable rate per mile in effect at that time. Routes are to be approved by the Administration.
  - 1. The reimbursable mileage is that mileage traveled between schools and is not to include mileage incurred in traveling to work in the a.m. or returning home in the p.m., and travel within the district for attendance of a release-time meeting.
  - 2. Mileage incurred in travel to a central office for that teacher's conference period will be included as reimbursable mileage.
  - 3. The total reimbursable monthly mileage for each teacher covered by this paragraph will be agreed upon by the teacher, determined by the designated agent of the Association and the Superintendent's designee for the Board of Education at the end of the first four (4) weeks of school, and agreed established route will be formulated, and this will be used as a basis for that teacher's monthly mileage reimbursement for the remainder of the school year. The agreed upon mileage will be subject to adjustment pending any schedule changes.
  - 4. The same allowance shall be given for use of personal cars for field trips or other business of the district. A voucher shall be filed each month, signed by the immediate supervisor.
- E. To advance to the next step on the salary schedule the teacher must serve three (3) full trimesters. Teachers who require a leave before the end of a trimester will be given full credit for that trimester provided they serve 60% or more of the days of that trimester. Any teacher hired after the start of school, but prior to March 1 of any year, would receive his/her first step advancement at the beginning of the trimester nearest the anniversary of the hire date. All subsequent step advancements will be applied concurrently with all other teachers during the next fiscal year. Teachers hired after March 1 in any year will be treated as if hired the following school year.

- F. All Department and Grade Level Chairpersons shall be paid \$1,600.
- G. Teachers accumulating enough credit hours for movement to a higher lane on the salary schedule shall receive adjustment in pay at the beginning of the following trimester upon presentation of proof of credits earned through a transcript from the educational institution.
- H. Building School Improvement Chairpersons shall be paid \$1,600.
- I. Bargaining Unit Members currently holding counseling positions within the district shall be entitled to two annual professional organization memberships, one national and one state, or two state memberships, when approved by the district and within district budget guidelines.
- J. A mentor teacher shall receive additional annual compensation of \$150.00. Such additional compensation shall be equally divided between the first pay of each trimester.
- K. When a substitute teacher is not available, a teacher may be used to substitute during his/her preparation time on a volunteer basis. If a volunteer cannot be secured and an administrator is unable to substitute, administration can assign a teacher to cover. The teacher shall be paid \$30 per hour for the substitute time.
- L. Any teacher who agrees to teach an additional course in place of his/her planning period shall receive a stipend of \$2,750 per trimester. This stipend will be prorated if full trimester is not taught.

**ARTICLE 17**  
**GRIEVANCE PROCEDURES**

A. Definitions

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

B. Purpose

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

C. Structure

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

D. Procedure

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

1. **Level One (Principal)**

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



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

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

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

3. **Level Three (Board)**

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

Within ten (10) days after the hearing on the appeal, the Board shall communicate its decision, in writing, to the Principal, the Superintendent, the Association, Counsel for the Association, and to the aggrieved, if any.

4. **Level Four (Arbitrator)**

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

E. **Rights to Representation**

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

F. **Miscellaneous**

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

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

**ARTICLE 18**  
**LAYOFF PROCEDURE**

- A. Layoff procedures will follow board policy 3131

**ARTICLE 19**  
**SEVERANCE AND EARLY RETIREMENT PAYMENTS**

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

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

Days (for employees hired on or after July 1, 2015)

up to 90 days \$35/day

Days (for employees hired prior to July 1, 2015)

Up to 100 days \$32/day

101-200 \$37/day

over 201 \$47/day to a maximum of 250 days\*

*\*Teachers over 250 days as of September 1, 2015 capped at their current number of days as of September 1, 2015*

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

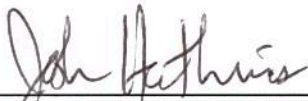
- B. A teacher eligible for retirement under the Michigan Public School Employees Retirement System may make application for a severance payment according to the terms and conditions hereafter set forth:
1. No later than April 1 of the school year of retirement, the teacher must make application for the purpose of retirement, which will be effective at the conclusion of that school year. Within three (3) working days following receipt of the approved application, the teacher must submit the resignation to the Superintendent for the purpose of retirement to be effective at the conclusion of the school year.


2. A teacher who is forced to retire due to disability at a time subsequent to April 1 of the school year of retirement, may make application and receive severance payment provided he/she is otherwise eligible and submits a resignation for the purpose of retirement due to the disability.
3. Upon meeting the conditions above, for 2015-16 a teacher shall receive a one-time payment of seven thousand five hundred dollars (\$7,500), which may be disbursed in quarterly payments commencing at the effective date of retirement.
4. Upon meeting the conditions above, as of the August 1, 2016, a teacher shall receive a one-time payment of \$200 per year of service to a maximum of \$5,000 which may be disbursed in quarterly payments commencing at the effective date of retirement.

**ARTICLE 19**  
**DURATION**

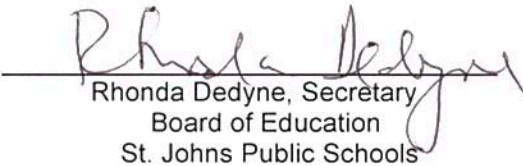
- A. This Agreement shall become effective on September 1, 2015 and shall continue in effect through July 31, 2017. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for a successor Agreement.
- C. An Emergency Manager appointed by law may reject, modify, or terminate this Agreement as provided by law.

Date Ratified: October 21, 2015

  
\_\_\_\_\_  
Josh Heethuis, President  
St. Johns Education Association

  
\_\_\_\_\_  
William Tennant, Vice President  
Board of Education  
St. Johns Public Schools

  
\_\_\_\_\_  
Connie Ciangi, Negotiation Chair  
St. Johns Education Association

  
\_\_\_\_\_  
Rhonda Dedyne, Secretary  
Board of Education  
St. Johns Public Schools

**APPENDIX A**  
**SALARY SCHEDULE 2015-17**

<b>STEP</b>	<b>BA SALARY</b>	<b>BA+20 SALARY</b>	<b>MA SALARY</b>	<b>MA+15 SALARY</b>	<b>MA+30 SALARY</b>
1	\$37,577	\$40,621	\$40,880	\$43,079	\$45,280
1.5	\$38,281	\$41,383	\$41,646	\$43,846	\$46,046
2	\$38,986	\$42,145	\$42,413	\$44,612	\$46,813
2.5	\$39,717	\$42,935	\$43,208	\$45,407	\$47,608
3	\$40,448	\$43,725	\$44,003	\$46,203	\$48,403
3.5	\$41,207	\$44,545	\$44,828	\$47,028	\$49,229
4	\$41,965	\$45,365	\$45,654	\$47,853	\$50,053
4.5	\$42,752	\$46,215	\$46,509	\$48,709	\$50,910
5	\$43,540	\$47,066	\$47,366	\$49,566	\$51,766
5.5	\$44,356	\$47,949	\$48,254	\$50,453	\$52,654
6	\$45,173	\$48,832	\$49,142	\$51,341	\$53,542
6.5	\$46,019	\$49,748	\$50,062	\$52,262	\$54,463
7	\$46,866	\$50,662	\$50,984	\$53,184	\$55,384
7.5	\$47,745	\$51,613	\$51,940	\$54,140	\$56,340
8	\$48,624	\$52,562	\$52,897	\$55,096	\$57,296
8.5	\$49,536	\$53,548	\$53,889	\$56,088	\$58,288
9	\$50,447	\$54,533	\$54,880	\$57,080	\$59,280
9.5	\$51,393	\$55,556	\$55,908	\$58,109	\$60,309
10	\$52,338	\$56,579	\$56,937	\$59,138	\$61,337
10.5	\$53,319	\$57,639	\$58,004	\$60,205	\$62,405
11	\$54,302	\$58,699	\$59,072	\$61,273	\$63,472
11.5	\$55,669	\$59,083	\$61,358	\$63,559	\$65,758
12	\$57,037	\$59,468	\$63,644	\$65,844	\$68,044

**Longevity**

Years of Service completed	<b>15</b>	<b>16-19</b>	<b>20</b>	<b>21-24</b>	<b>25</b>	<b>26+</b>	
Longevity %	1.5%	3.0%	4.5%	6.0%	7.5%	9.0%	
BA	\$52,338	\$785	\$1,570	\$2,355	\$3,140	\$3,925	\$4,710
BA+20	\$56,579	\$849	\$1,697	\$2,546	\$3,395	\$4,243	\$5,092
MA	\$56,937	\$855	\$1,708	\$2,563	\$3,416	\$4,270	\$5,124

2015-16 – No steps granted. No longevity advancement. Lanes granted. A one-time 1% off schedule reduction to salary, including longevity to be spread over remaining pays for 2015-16.

2016-17 – No steps granted. No longevity advancement. Lanes granted. A one-time .5% off schedule reduction to salary, including longevity to be spread over 24 pays for 2016-17.

APPENDIX A  
SALARY SCHEDULE

1. In addition to the preceding salary schedule:
  - a. BA+20 - the indicated hours of credit must be of graduate level from a recognized college or university granting advanced degrees and must be in addition to those credits required for the BA Degree and the Provisional Certificate.
  - b. Those persons having 40 semester hours of graduate credit, beyond a provisional teaching certificate, in their teaching field, shall be placed on the MA salary schedule.
  - c. MA+15 - Five percent (5) of the MA Step 3 shall be added for the MA+15 Step 3. MA+15 requires 15 semester hours of graduate credit beyond the MA degree, provided the hours are in the person's teaching or related field..

While graduate credit is typically required to advance to MA+15, undergraduate semester credit hours may be applied toward the fifteen (15) semester hours of graduate credit beyond the MA, provided approval has been obtained from the Superintendent prior to taking the courses.

- d. MA+30 - Ten percent (10%) of the MA Step 3 shall be added for the MA+30 Step 3. MA+30 requires possessor of 30 semester hours or 45 term hours of graduate credit beyond the MA degree, provided the hours are in the person's teaching or related field.
- e. Those teachers who have completed fifteen (15) years of service with St. Johns Public Schools will be paid a longevity payment as noted in the salary schedule. Any teacher hired after the start of the school, but prior to March 1 of any year, would receive his/her first prorated longevity payment at the beginning of the trimester nearest the anniversary of the hire date. All subsequent step advancements will be applied concurrently with all other teachers during the next fiscal year. Teachers hired after March 1 in any year will be treated as if hired the following school year.
- f. It is understood that term hours are equated at two-thirds (2/3) of the value of semester hours.
- g. Summer School instructors shall be paid at \$20 per hour.
- h. Preschool teachers hired after July 1, 2015 shall be paid at 85% of the BA schedule up to step 10. These teachers will not be eligible for longevity or lane advancement. Preschool teachers hired prior to July 1, 2015 may be transferred to open positions for which they are certified and qualified for as positions become available. In lieu of a transfer, the teacher shall be given the option to stay in Preschool at the 85% BA schedule rate.
- i. Any vocationally certified teacher holding a BA Degree and a valid teaching certificate who works in the summer at a job which will add expertise to their present teaching field will be granted one semester of graduate credit on the salary schedule for every 80 hours of work performed, not to exceed a total of 12 semester hours.

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

- j. Middle School and High School counselors may be granted additional days as listed below for master schedule coordination and will be paid a stipend of \$2,000 for additional leadership responsibilities determined jointly by the counselor and building principal.

Middle School Counselors:	7 days
High School Counselors:	10 days



## APPENDIX B

Appendix B will be calculated at 95% of the following rates. For employees hired from the beginning of 2015-2016, step advancement is limited to BA Step 7.

### HIGH SCHOOL --

#### Boys Head Varsity

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

#### Boys Head J.V. - Head 9th Grade

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

#### Boys Assistants

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

#### Girls Head Varsity

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

Girls Head J.V. – Head 9<sup>th</sup> Grade

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

Girls Assistants

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

MIDDLE SCHOOL --

Middle School 8<sup>th</sup> Grade:

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

Middle School 7 & 8<sup>th</sup> Grade:

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

Middle School 7<sup>th</sup> Grade:

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

\*Including Competitive Cheer

2. THE FOLLOWING APPLIES TO APPENDIX B:

- a. The Board at its discretion shall determine the extracurricular program for the school district. The Board may implement a full, increased or reduced program or activity and may eliminate or increase all or part of the extracurricular programs or any activity, including the personnel involved. Such decision by the Board is not subject to the grievance procedure. The activities, personnel and salaries designated in Appendix B are contingent upon the implementation by the Board of a full program in the activity specified. Should the Board choose to implement or continue more or less than a full program or activity, the personnel retained shall be paid a proportionate amount of the salary so designated for performing the full activity based upon the proportionate increased or reduction in the number of weeks or scheduled events of the activity. The reapportioned salary shall be made known prior to the assumption of the duties of the activity.
  
- b. Any person outside the Association under Appendix B of this contract shall be compensated for said services as determined by the Board.

## APPENDIX C

Appendix C will be calculated at 95% of the following rates. For employees hired from the beginning of 2015-2016, step advancement is limited to BA Step 7.

### 1. OTHER ACTIVITIES:

#### Dramatics -

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

#### Musical

A.	Head Director	8.0%
B.	Assistant (Orchestra)	6.0%
C.	Assistant (Vocal)	5.0%
D.	Assistant (Director)	5.0%
E.	Ass't. Costume & Properties	2.0%
F.	Rehearsal Accompanist	2.0%

#### Middle School Musical

A.	Head Director	6.0%
B.	Assistant Director	4.0%
C.	Assistant Director	4.0%

#### Stage Manager

3.0%

#### High School Band Director (includes band camp)

16.0%

#### Orchestra Director

7.0%

#### Assistant Orchestra Director

3.0%

#### Vocal Music Director

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

#### Junior High Band Director

7.0%

#### High School Yearbook

5.0%

#### Middle School Yearbook

1.0%

#### B.P.A.

4.0%

#### Renaissance

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

#### High School Honor Society

2.0%

#### Quiz Bowl

3.0%

#### Student Council

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

2. THE FOLLOWING APPLIES TO APPENDIX C

- a. The Board at its discretion shall determine the extracurricular program for the school district. The Board may implement a full, increased or reduced program or activity and may eliminate or increase all or part of the extracurricular programs or any activity, including the personnel involved. Such decision by the Board is not subject to the grievance procedure. The activities, personnel and salaries designated in Appendix C are contingent upon the implementation by the Board of a full program in the activity specified. Should the Board choose to implement or continue more or less than a full program or activity, the personnel retained shall be paid a proportionate amount of the salary so designated for performing the full activity based upon the proportionate increased or reduction in the number of weeks or scheduled events of the activity. The reapportioned salary shall be made known prior to the assumption of the duties of the activity.
- b. Any person outside the Association under Appendix C of this contract shall be compensated for said services as determined by the Board.

**APPENDIX D**  
**ST. JOHNS PUBLIC SCHOOLS**  
**GRIEVANCE FORM**

**LEVEL ONE - PRINCIPAL**

GRIEVANT(S) NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

DATE FILED \_\_\_\_\_

DATE GRIEVANCE WAS DISCUSSED BY THE TEACHER WITH PRINCIPAL \_\_\_\_\_

STATEMENT OF GRIEVANCE \_\_\_\_\_

CONTRACT ARTICLES ALLEGED TO HAVE BEEN VIOLATED \_\_\_\_\_

DATE OF VIOLATION \_\_\_\_\_

REMEDY REQUESTED \_\_\_\_\_

DATE RECEIVED BY PRINCIPAL \_\_\_\_\_

PRINCIPAL'S RESPONSE \_\_\_\_\_

DATE RETURNED TO GRIEVANT \_\_\_\_\_

**LEVEL TWO - SUPERINTENDENT**

DATE RECEIVED BY GRIEVANCE COMMITTEE \_\_\_\_\_

DATE PRESENTED TO SUPERINTENDENT (OR DESIGNATED REP.) \_\_\_\_\_

DATE RECEIVED BY SUPERINTENDENT (OR DESIGNATED RED.) \_\_\_\_\_

SUPERINTENDENT'S RESPONSE \_\_\_\_\_

DATE RETURNED TO GRIEVANCE COMMITTEE \_\_\_\_\_

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**LEVEL THREE - BOARD**

DATE RECEIVED BY GRIEVANCE COMMITTEE \_\_\_\_\_

DATE PRESENTED TO THE BOARD (OR DESIGNATED REP.) \_\_\_\_\_

DATE MEETING HELD BETWEEN BOARD AND GRIEVANCE COMMITTEE \_\_\_\_\_

BOARD'S RESPONSE \_\_\_\_\_

DATE RETURNED TO GRIEVANCE COMMITTEE \_\_\_\_\_

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**LEVEL FOUR - ARBITRATION**

DATE RECEIVED BY ASSOCIATION \_\_\_\_\_

DATE APPEALED TO ARBITRATION \_\_\_\_\_

DATE ARBITRATION HEARING HELD \_\_\_\_\_

(NOTE)

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