

MASTER AGREEMENT

BETWEEN THE

ST LOUIS BOARD OF EDUCATION

AND THE

ST LOUIS EDUCATION

ASSOCIATION

2012-2013

TABLE OF CONTENTS

Preamble		3
Article 1	Recognition	4
Article 2	Association & Teacher Rights	5
Article 3	Rights of the Board	7
Article 4	Membership, Fees & Payroll Deduction	8
Article 5	Teaching Hours & Class Load	9
Article 6	Teaching Conditions	12
Article 7	Professional Qualifications & Assignments	14
Article 8	Vacancies, Promotions & Transfers	15
Article 9	Leaves	17
Article 10	Academic Freedom	22
Article 11	Professional Behavior	23
Article 12	Seniority	24
Article 13	Continuity of Operation	25
Article 14	School Calendar	26
Article 15	Professional Compensation	27
Article 16	Insurance	29
Article 17	Special & Student Teaching Assignments	31
Article 18	Student Discipline & Teacher Protection	32
Article 19	Professional Grievance Procedure	34
Article 20	Miscellaneous Provisions	37
Article 21	Duration	38
Article 22	Early Retirement Incentive	39
Article 23	Additional Compensation for Extra Duty	40
Appendix A	School Calendar (2012-2013)	42
Appendix B-1	Salary Schedule	43
Appendix B-2	Extra Pay for Extra Work	44
Appendix B-3	Coaching Schedule	45
Appendix C	Insurance Benefits at a Glance	47

PREAMBLE

WHEREAS achievement of quality education cannot be fully realized without capable and dedicated teachers who recognize their professional responsibilities to the school district, and whose rights are likewise recognized by the Board on behalf of the community; and

WHEREAS the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following the extended and deliberate professional negotiations, have reached certain understandings, and

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

ARTICLE 1-RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive bargaining representative as defined in Section II of the Michigan Public Employment Relations Act, MCL 423.201 et seq., to represent and bargain for:

Bargaining Unit: All full or part time certified probationary/tenure teachers and teachers with professional and occupational certificates, temporary vocational authorizations, or full vocational authorizations under contract or on leave with the district, all media specialists; all counselors, speech pathologists, homebound teachers, special area teachers, title teachers, alternative education teachers; special education teachers.

- 1.2 Excluding: Superintendent, assistant superintendents, business manager, directors, supervisors, coordinators, principals, assistant principals, all intern administrators, and per diem substitutes.
- 1.3 The term “teacher” when used in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. The Board agrees not to negotiate with any teacher organizations other than the Association for the duration of this Agreement.
- 1.4 The term “Association” as used in this Agreement shall mean the St. Louis Education Association MEA/NEA.
- 1.5 The term “school district” and/or “St. Louis Public Schools” as used in this Agreement shall mean the St. Louis Public Schools, St. Louis, Michigan.
- 1.6 The term “Board” shall include the Board of Education, as well as its officers and agents.
- 1.7 Nothing herein contained shall deprive the Board of any rights, which it has under the Michigan Revised School Code, the Michigan Teacher’s Tenure Act or any other applicable laws or regulations.
- 1.8 This Agreement shall constitute a binding obligation of both parties. For its duration, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in a written and signed amendment thereto.
- 1.9 Addition of certified and/or licensed positions not listed in Article 1 of this Agreement shall be negotiated with the Association prior to their posting and implementation.

ARTICLE 2-ASSOCIATION AND TEACHER RIGHTS

- 2.1 Nothing contained herein shall be construed to deny or restrict to any teacher the rights he/she may have under the Michigan Revised School Code or other applicable laws or regulation. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 2.2 On days when school has been in session the Association shall have the right to use school buildings for meetings, provided that when special custodial service is required, the Board may charge the Association at the same rates charged other community groups. No charge shall be made for the use of schoolrooms.
- 2.3 Duly authorized representatives of the Association and respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this activity shall not interfere with or interrupt normal school operations. Representatives of affiliated groups of the Association who are not employees of the school district shall be permitted to visit school premises to transact official Association business, provided they first report to the Superintendent's office, or his/her designated representative. Permission shall not be withheld if in the opinion of representative(s) of the affiliated group, their presence will not interfere with or interrupt normal school operations.
- 2.4 The Association officers, executive committee, and building representatives shall have the right to use school facilities and equipment including, but not limited to, computers, typewriters, photocopiers, other duplication machines, calculating equipment, video cameras, all types of audio-visual equipment, video cassette recorders, televisions and telephones at times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall make a written request for the use of all facilities to the building administrator who has the direct responsibility for said facilities.
- 2.5 The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communications to teachers. After delivery of the material to a building it shall be the responsibility of the Association or its designated representative to see that the material is distributed to Association members.
- 2.6 The Board shall make readily available to the Association all information, which is available to the public, as required under Freedom of Information Act (FOIA) and the Michigan Public Employment Relations Act (PERA). The administration will charge a reasonable copy fee for all such information.

- 2.7 The Board shall communicate with the Association about any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which is proposed or under consideration prior to adopting and/or general publication. “Communicate” shall include, but not be limited to, sending to the Association President a copy of all non-privileged materials pertaining to these subjects as are included in the packets of information provided to Board members at the same time the information is made available to the Board.
- 2.8 Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof shall be grounds for discrimination with respect to the professional employment of such teacher. None of the aforementioned activities shall disrupt school operations, or become part of classroom activities.
- 2.9 Each teacher shall have the right to review the content of his/her personnel file. She/he shall have the right to have Association representation in such review. All such reviews shall be made in the presence of the Superintendent or his/her designated representative. Confidential credentials and other letters of reference sought at the time of employment are specifically exempt from such review.
- 2.10 The parties agree that they shall in no way discriminate against employees because of their race, color, sex, disability, age, religion, height, weight, sexual orientation, marital status, national origin or ancestry.

ARTICLE 3-RIGHTS OF THE BOARD

- 3.1 The Board retains all rights and powers to manage the schools and to direct teachers except as otherwise expressly provided in this Agreement and then only to the extent this Agreement is in conformation with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- 3.2 There will be two days reserved each month for staff meetings with either the Superintendent of Schools or the principals. Attendance at such meetings is mandatory unless the teacher is excused prior to the meeting by the person calling such meeting. At the beginning of the school year a schedule for such meetings shall be determined by the Administration and posted in each building. This provision shall not prevent the calling of emergency meetings if a need arises.
- 3.3 The Board retains the sole right to reprimand or discharge teachers in accordance with the Michigan Revised School Code and the Michigan Teacher's Tenure Act without interference from the Association.
- 3.4 Any part of the existing written Board policies and administrative regulations, which are in conflict with this Agreement, shall be deemed invalid, but this status shall not affect the remaining parts of the written Board policies and administrative regulations not found to be so in conflict.

ARTICLE 4-MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- 4.1 Any teacher who is a member, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the United Profession (SLEA, MEA and NEA). Employees must complete an authorization for payroll deductions every year.
- 4.2 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the beginning date of duties join the Association, or pay a service fee to the union, not to exceed the amount of dues uniformly required of members of the union, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the union, deduct the service fee from the bargaining unit member's wages and remit same to the union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member and remitted to the Association. The Association will be required to submit to the administration the amount of the representation fee on an annual basis.
- 4.3 Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- 4.4 The Association shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article. In any case in which a teacher or teachers contest provisions of this Article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay all expenses so incurred by the Board.
- 4.5 The deduction of membership dues shall be made in an equal number of payments deducted from paychecks beginning from the time the Association delivers to the Board the teachers' authorization to make the deductions and the first payroll in June and the Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. In the event that the MEA elects to change the current dues structure, a \$30 administrative fee will be charged to the Association.
- 4.6 The Board shall make payroll deduction upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- 4.7 Teachers have the right to join any teacher organization but membership in a teacher organization shall not be required as a condition of employment.

ARTICLE 5-TEACHING HOURS AND CLASS LOAD

- 5.1 The teacher workday for all teachers shall be equal and not exceed seven hours and thirty minutes per day or thirty-seven hours and thirty minutes per week. Within this time all district teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty minutes. Starting and ending times for part time elementary teachers shall be determined by the Administration. The present school day shall not be lengthened without prior agreement with the Association.
- 5.2 The teacher's professional day shall be considered as those hours and activities required to perform their professional duties as they occur before, during and/or after the student day. Each teacher is expected to be punctual and in regular attendance for all assignments.
- A. Middle and high school teachers will be on duty in their assigned building not later than fifteen (15) minutes prior to the start of the school day (and have their classrooms open not later than five (5) minutes prior to the start of the school day) and be on duty for at least ten (10) minutes after the school day. Elementary teachers will be on duty in their assigned building not later than five (5) minutes prior to the start of the school day and need to remain on duty five (5) minutes after the close of the school day. The term "on duty" shall be defined as "the teacher is prepared to engage in his/her professional responsibilities as a teacher."
 - B. The concept of professional hours recognizes that bargaining unit members do work away from normal workstations and outside of the hours stated in paragraph A. above. This includes such existing activities as: building staff and departmental meetings, in-service days, grade level meetings, student staffing, IEP meetings, open houses, and crisis committee meetings. As is included in professional responsibilities, teachers will be expected to be accessible to help students and meet with parents as needed, within reasonable time lines and requests. It is the understanding that meeting times have to be planned out for the school year. Meetings will not be scheduled just to have meetings. On Fridays or on days preceding holidays or vacations the teachers' day shall end upon dismissal of students for the day.
 - C. Teacher attendance at any newly created meetings or committees or other events not occurring during normal school hours will be encouraged, but optional.
 - D. The Association and the administration will jointly address the faculty in a joint meeting at the beginning of each year as to the rights and responsibilities of professional hours; however, the administration is responsible for the enforcement.
 - E. There will be an ongoing review of the effectiveness of professional hours, with an annual review to be completed before May 1 of each school year. This review shall be conducted through the Labor Team Relations Committee, including negotiating team representation. Any committee decisions affecting professional hours shall be agreed to in writing by both parties.

- 5.3 The normal weekly teaching load in the high school shall include five (5) unassigned or conference periods equivalent to five (5) teaching periods. The normal weekly teaching load in the middle school shall include five (5) unassigned or conference periods equivalent to five (5) teaching periods. The normal weekly teaching load in the elementary schools shall include an average of fifty-six (56) minutes of unassigned or conference periods per day. A teaching period is a period in which the teacher is actively involved with the students in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.
- 5.3 Parent-teacher conferences will be scheduled by mutual agreement between the administration and the Association negotiating team at the same time the rest of the school calendar is negotiated. Part time teachers shall participate in parent-teacher conferences as a condition of employment.
- 5.5 Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time equal to, but not to exceed, that of other teachers in the building. Teachers working in multiple buildings will receive the larger prep-time of the buildings. Travel time for teachers working in multiple buildings will not be counted as preparation time.
- 5.6 When an individual school building is closed down because of emergency conditions (e.g., boiler failure, electrical failure, etc.) the Superintendent of Schools or his/her designated representative may require any or all of the teachers of the building to report for teaching duty as the needs of the school system dictate.
- 5.7 Teachers are expected to be at their assigned station at all times. Teachers are responsible for the proper supervision of all students and especially those assigned to them during the day. All teachers are to step into the hall near their assigned teaching station to supervise and maintain order in the corridors and their classroom while students are passing between classes.
- 5.8 Due to unforeseen circumstances or emergency situations a principal may ask a teacher to be responsible for building supervision during his/her absence. Said assignment however, shall only be temporary and only occur following consultation with the affected teacher.
- 5.9 Teachers shall be responsible for exercising those duties prescribed by the laws of the State of Michigan for teachers. It is assumed that every teacher is familiar with his/her rights and duties under law.
- 5.10 The unassigned or conference period is part of the teacher's workday. The occasional use of this period for other than school purposes may be allowed by the Principal where conditions exist beyond the control of the teacher.
- 5.11 Teachers are expected to remain on duty in the event of emergency situations. Such situations would include severe weather warnings, civil or student disturbances, or situations which may threaten the health or safety of students. It is understood that the administration will develop and issue guidelines for teacher responsibility in cases of emergency.

- 5.12 It is expressly understood that when no substitute teacher is available, the administration may assign a teacher to serve as a substitute teacher during his/her conference period. Teachers are required to accept such assignments and shall be compensated at a rate of \$20.00 for each conference period in which they serve as a substitute teacher in excess of their regular assigned class load. Under no circumstances will classes be doubled because of lack of a substitute.
- 5.13 A teacher may be assigned to teach a class for an extended period of time during their conference period. An extended period of time being ten (10) days or more. Compensation for such an assignment shall be $\frac{1}{6}$ or $\frac{1}{7}$ of the teacher's contracted salary prorated according to the number of days taught. Said prorated salary shall begin with the eleventh (11th) day of the extended assignment.

ARTICLE 6-TEACHING CONDITIONS

- 6.1 Whenever feasible under the circumstances (availability of facilities and financial resources) the maximum number of students per teacher shall be as follows:
- A. In the elementary grades, all teachers of a grade level shall have an initial class size within two (2) students of each other. In addition, all special education students and Title Students will be distributed equitably whenever possible while adhering to the students' IEP's. Subsequent assignments due to special education mainstreaming and new students shall be made with the goal of achieving a comparable workload among teachers of a grade level. If desired, teachers may participate in the scheduling process in the following manner:
1. At the end of each school year, when completing promotion lists, teachers will rank each student according to ability levels (low, average, high)
 2. The scheduling of students will occur on or before the end of May of each school year, and all elementary teachers will be invited to participate in this process.
 3. When new students are enrolled in St. Louis Public Schools, a one complete working day notice will be given to teachers involved. Notice is defined as a copy of the student enrollment form signed and dated by the teacher.
 4. The administration will provide a tentative copy of the schedule of courses to all teachers by the last day of school for the upcoming school year.
- B. In the middle school and high school, the distribution of special education students will be made cooperatively by the building principal, the regular education teachers involved, and the special education teachers.
- C. Class Size – The parties recognize that smaller class size affects the quality of educational services offered and agree to continue their efforts in achievement of this goal. The Board of Education agrees to balance class size among grade levels, and subject areas, taking into account students diagnosed as having special needs, as well as the number of teaching stations, equipment and facilities available. The Association and the Board of Education (and/or its representatives) may meet and mutually agree upon class size exceptions and/or alternatives. At no time shall a class exceed the reasonable physical limits of the classroom, lab facility or number of workstations available and equipped for students. The parties agree these goals are ideal for optimal instruction and student learning.
1. Elementary Class Size:
If all sections of a grade level exceed the maximum number of students, the affected teachers will be compensated at a rate of \$5.00 per day, per student, over the maximum, for each day the maximum number of students is exceeded. The teacher shall be paid following the last day of school. Maximums are defined as:

Kindergarten	28 students
Grades 1-3	30 students
Grades 4-5	31 students

2. Secondary Class Size:

If all sections within a core department (core as defined as Math, English Language Arts, Science and Social Studies) exceed the maximum number of students, the affected teachers will be compensated at a rate of \$5.00 per day, per student, over the maximum, for each day the maximum number of students is exceeded. The teacher shall be paid following the last day of school. Maximums are defined as:

Grades 6-8	31 students
Grades 9-12	33 students

It is agreed and understood that the goal of the Board of Education is to maintain class sizes of 35 or less in all other secondary courses. Exceptions to this goal include:

Physical Education	45 students (over 45 students an aide will be assigned)
Vocal Music	Unlimited
Instrumental Music	Unlimited

- 6.2 When a teacher is assigned a severely impaired student 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 as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the responsibility of the teacher to implement the student's individualized education program (IEP) or Section 504 plan for attending to the educational needs of the student while in the teacher's class.
- 6.3 The foregoing standards are subject to modification for educational purposes such as avoidance of split grade classes or half classes, specialized or experimental instruction (e.g., team teaching or large group instruction), improvement of instructional methods, distribution of students by attendance area and availability of transportation, changes in enrollment or any other valid reason.
- 6.4 The Board shall keep the schools reasonably equipped and maintained as determined by the economic conditions of the school district.
- 6.5 The Board shall make available lunchroom, rest room and lavatory facilities for use by school employees.
- 6.6 Vending machines shall be installed upon approval of the administration in areas which are suitable and not available to students. Areas around vending machines will be kept clear and free of debris.
- 6.7 In addition to the usual custodial services provided by the Board, teacher work rooms and lunchroom areas will be maintained in a neat and clean manner.
- 6.8 Teachers who are to have a paraprofessional shall be consulted by the appropriate administrator, whenever possible, before the paraprofessional is hired.
- 6.9 To encourage teacher attendance at school activities, each teacher may request a free sports pass. If in attendance, teachers may be called upon to supervise an emergency situation.

ARTICLE 7-PROFESSIONAL QUALIFICATION AND ASSIGNMENTS

- 7.1 Teachers hired on a probationary or tenure basis shall either possess or be qualified for a minimum of a State Provisional Certificate and also meet other requirements of the laws of the State of Michigan. The Board will hire certified teachers with a minimum of a bachelor's degree and possessing a provisional, permanent or continuing certificate. The responsibility for being properly certificated to teach in the school district rests solely with the individual teacher. The Board agrees that teachers employed by the Board, who hold annual authorizations, shall as a condition of employment make every attempt to obtain permanent status through recognized work and/or study programs as per MCL 380.1233.
- 7.2 The employment of teachers based on special certificates is to be permitted only in cases of absolute necessity. The Association shall be so notified in each instance and the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.
- 7.3 The Superintendent may request that a teacher enroll in specific credit courses so that the teacher might fill certain academic or professional voids and so that he/she may achieve preparation standards, which are mandated by curriculum revisions, or applicable accreditation standards. Should the teacher be unwilling or unable to accommodate such a request to the extent of completing the equivalent of up to six (6) semester hours per year and the want of the indicated improvement prohibits the initiation or continuance of a desired curriculum or accreditation, then the teacher may be reassigned (accommodating his/her desires as nearly as possible) in order that the objective will be gained. Teachers complying with such requests shall be reimbursed for Teacher Certification Tests, tuition, books and necessary travel incurred by enrollment in such classes. When a school vehicle is not available, mileage will be paid pursuant to the published IRS rate per mile for actual mileage driven or as agreed to with the teacher.

ARTICLE 8 – VACANCIES, PROMOTIONS AND TRANSFERS

- 8.1 The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit shall be posted on a designated bulletin board in each building, along with a copy of such posting to the St. Louis Education Association. Vacancies shall be posted at least eight (8) days prior to being filled and in no case shall interviews be held prior to the posting. (This requirement shall be waived for vacancies that occur during the fourteen (14) days immediately preceding the opening of school.) Teachers may apply for such positions by submitting a written application to the Superintendent. Building representatives in each building will receive a copy of each posting.

On occasion, the Board may not believe that a qualified bargaining unit member (as herein described) has applied. In those situations, the Board may fill the vacancy from outside the bargaining unit.

- 8.2 If the involuntary transfer of said teacher involves moving to another building, said teacher will receive one (1) comp day if moved without district support. Teachers who elect to use district support will not receive comp time for the move to another building.
- 8.3 Teachers shall be notified thirty (30) calendar days prior to the beginning of school if there is a change in their teaching assignment. This notice requirement shall apply to teachers of a given grade level, K-8 and to any teacher if the change in assignment affects over half of his/her teaching day.
- 8.4 Any administrative and/or supervisory positions which open shall be posted at least one week before the position is filled. Teachers may apply for such positions and their professional qualifications will be evaluated along with the qualifications of other applicants. However, the decision of the Board in filling the position shall be final.
- 8.5 The Association recognizes that when vacancies occur, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant and posted pursuant to Article 8.1.
- 8.6 A vacancy occurs when a position exists due to retirement, resignation, termination or a new position is created. All vacancies will be posted pursuant to Article 8.1 provided the Board intends to fill the open position.

This definition of a vacancy shall not apply to a bargaining unit position held by a teacher who is on leave for less than or equal to one (1) school year.

8.7 Teacher Exchange:

- A. Submit a written request to the superintendent's office by any two tenured teachers wishing to exchange assignments provided:
 - 1. The administrators who would be affected agree to the exchange, and
 - 2. The teachers involved are certified for the positions.

- B. Applications for the exchange must be submitted by March 1st for the following school year. This provision is not subject to the posting procedure. The superintendent or designee shall make the final decision on all requests for such exchanges in assignments. If the positions change due to budget reductions, then the teachers may rescind their applications.

ARTICLE 9-LEAVES

9.1 Sick Leave

At the beginning of each school year, each teacher shall be credited with ten (10) sick leave days. In addition, the unused portion of each teacher's sick leave shall accumulate from year to year to a maximum of sixty (60) days.

It is clearly understood that sick day adjustment to meet the sixty (60) day maximum will occur upon the completion of each school year. Therefore, some individual teachers could begin a school year with a bank of seventy (70) sick days.

Teachers employed after the beginning of the school year shall be credited, upon employment, with the appropriate pro-rata of ten (10) sick leave days. For example, a teacher hired in November will be credited with eight (8) sick leave days for the remainder of the year.

Teachers employed less than full time shall be credited, upon employment, with the appropriate pro-rata leave days up to ten (10) sick leave days according to the amount of time they work. For example, a teacher with a .6 assignment will be credited with six (6) sick leave days for the year.

9.2 Sick leave may be used for:

- A. Bona fide incapacity to report for and discharge duties, including disabilities relating to pregnancy.
- B. Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Immediate family shall mean spouse, parents, children, stepchildren, siblings, grandchildren, grandparents, parents-in-law. Time beyond two (2) days is subject to administrative review.
- C. Visits to doctor or clinic.
- D. Up to fifteen (15) workdays for any and all steps required for the adoption process domestic and foreign. In the event additional days may be necessary, the superintendent or his/her designee must grant approval.
- E. Sick days, including pre arranged medical visit, shall not be used on Professional Development day, except in cases of bona fide incapacity to report to work

9.3 Any teacher whose personal, or immediate family's illness extends beyond the period compensated will be granted a leave of absence without pay, but with increment, for such time as is necessary for complete recovery, to a maximum of one (1) year. The superintendent may grant an extension for the illness of the teacher for an additional year.

For purposes of determining involuntary leave, the Superintendent, with the approval of the Board and upon notice to the Association, may make a written request requiring a teacher to

provide the results of a physical/mental examination from his/her doctor. If the Board is not satisfied with this report, the Board, upon notice to the Association, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination. Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

9.4 Each school year teachers will be granted three (3) Personal Leave Days.

- A. Personal Leave, except for emergencies beyond the control of the teacher, shall not be granted for absences immediately before or after a holiday, vacations, or the first and last day of the school year for teachers. For purposes of this article, holidays and breaks are as follows: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving, Christmas Break, and Spring Break.
- B. The use of Personal Leave Days shall be limited to eight (8) teachers on any given date. If the Board receives more than eight (8) requests for given date, the first 8 requests will be honored.
- C. Personal Leave Days not used by a teacher during a given school year may be added to their accumulated sick leave bank or turned in for the current substitute teacher's per diem rate. Personal Leave Days may be rolled over and used in the next school year with prior approval by the superintendent. Such requests must be made by June 1st.

9.5 Bereavement Leave

In case of the death of a close relative up to five (5) days will be allowed the teacher to attend the funeral. The five days, including travel, will be three (3) days from bereavement leave plus two (2) days from personal or sick leave. Close relative is interpreted to mean grandparents, grandparents-in-law, grandchildren, parents, spouse, father-in-law, mother-in-law, children, brother, sister, fiancé, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, step-family members, or any other member of the immediate household. Each teacher shall be granted one (1) day with pay to attend a funeral of a person not in his/her immediate family as approved by the superintendent.

9.6 Jury Duty/Testimony

A teacher will receive their regular compensation when they are called for jury duty, or subpoenaed to testify before any judicial tribunal. However, the individual shall remit to the Board any compensation (except mileage/travel cost reimbursement) received for the performance of such obligation. The duty of giving the aforementioned testimony shall not be charged toward the teacher's sick leave or personal leave days.

9.7 Association Leave

At the beginning of the school year the Association shall be credited with six (6) days to be used at the discretion of the President of the Association. The Association agrees to notify the Superintendent not less than forty-eight (48) hours prior to the date for intended use of such leave.

An additional eight (8) days shall be provided for the handling of Association business deemed appropriate by the President with the Association reimbursing the Board for the cost of the substitute teacher.

An additional four (4) days may be used by the Association, as mutually agreed upon by the Association President and Superintendent, for in-service workshops conducted for the improvement of curriculum, classroom instruction or similar activities to improve the teaching performances of the teacher.

9.8 Sick Bank

In case of extreme and unusual illness; the Board and the Association may set up a committee of not more than three (3) members each for the purpose of establishing a bank of sick leave days to be used by a teacher with extreme or unusual illness. The committee would have the authority to approve a sick leave bank up to a maximum of thirty (30) sick days subject to the following:

- A. Such days are accrued by voluntary donations of sick leave days from individual teachers.
- B. The payment will terminate at the point the involved teacher is eligible for long-term disability, worker's compensation or other payments.
- C. The provisions of Article 9.8 are not subject to the provisions of the grievance procedure.
- D. Voluntary donations to sick bank will not affect calculation of comp time.
- E. All applications, with prior approval of the sick bank committee, for the use of the sick bank will be submitted to central office for processing.

9.9 Active Military Leave

- A. Leave of absence- leave of absence shall be granted to any employee who (1) is called up to active duty, or (2) is drafted for active military duty, or (3) enlists for active military duty in any branch of the armed forces, including, the U.S. Coast Guard, while a call-up of military reserves or a draft is in effect. The leave of absence shall be automatic; however, the employee shall provide the administration as much notice as possible.
- B. The duration of the leave shall be for the duration of the call up, induction (draft) or enlistment.
- C. The employee shall have the right to return to active employment immediately upon return from active military duty, up to the start of the school year immediately following the period of active duty.

9.10 Parental Leave

The Board of Education may grant a leave of absence to a member of the bargaining unit upon a timely written request to the Superintendent prior to the beginning of such leave. This leave will be granted in accordance with the following:

- A. The leave of absence shall be for the remainder of the then current school year.

- B. Parental leaves will be granted to an employee within one year of the time she/he adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family.
- C. Parental leaves of absence may be extended up to one additional year upon the request of the teacher. An extension request must be submitted in writing prior to April 15 and may not be for partial school years.
- D. In cases of unusual circumstances and upon request of the affected teacher, the Board shall terminate the leave prior to its anticipated termination date. A teacher whose leave is so terminated shall be placed into the first available position for which she/he is eligible.

9.11 Unpaid Leaves of Absence

The granting of leaves for such reasons as advanced study, exchange teaching, job exploration, political office, personal, childcare, etc. may be granted at the sole discretion of the Board or designee. It is understood that there may be times when educational opportunities arise that would allow teachers to be granted a leave with pay. These requests will be considered on a case by case basis with final approval by the superintendent.

9.12 Guidelines for Unpaid Leaves

- A. Unless otherwise stated in this agreement all requests for leaves shall be in writing.
- B. Unless otherwise stated in this Agreement, leaves are granted at the sole discretion of the Board and under terms and conditions as specified by the Board.
- A. Beginning and ending dates of leaves are to correspond as nearly as possible with the beginning and ending date of school or a semester in order to maintain the teacher-student relationship as effectively as possible.
- B. All leaves shall be for a period not to exceed one (1) year, or for the remainder of the school year, subject to renewal at the discretion of the Board.
- C. As a general rule no extension of leaves or second leave shall be granted by the Board.
- D. The granting or denial of leave to a teacher shall not be interpreted as setting a precedent or policy for the granting or denial of leave to another teacher.
- E. A leave may be terminated before the normal expiration date by mutual agreement between the teacher and the Board.
- F. Any leave granted is from the St. Louis Public Schools and not from a particular position. There is no guarantee that a teacher shall be returned to a specific building, grade level, teaching assignment, or special assignment at the conclusion of the leave.
- G. Except as provided by the Family Medical Leave Act, no sick leave shall accrue or any fringe benefit payments be made to a teacher on unpaid leave. Sick leave days held at the start of the unpaid leave shall be reinstated on return from unpaid leave.
- H. Written notice of intention to return, resign or request of an extension of leave shall be given the Superintendent of Schools on or before April 15th of the school year in which the leave expires. For leaves of less than (1) one school year the notification date will be determined by the Board at the time leave is granted.
- I. For failure to give notice as required in item 10 above, the Superintendent, or the Superintendent's designee, shall contact the teacher and direct the teacher to give notice of his/her intent to return, resign or request the Board to consider an extension of leave. For failure to comply the Superintendent will institute proceedings for the teacher's dismissal pursuant to the Michigan Teacher Tenure Act.

- J. For failure to report for work upon the conclusion of a leave, the Superintendent, or the Superintendent's designee, shall notify the teacher that his/her leave has expired and direct the teacher to return to work under penalty of instituting proceedings for dismissal pursuant to the Michigan Teacher Tenure Act.
- K. It shall be the teacher's responsibility to keep the Superintendent informed of his/her current address. It is understood that all notification requirements of this article and Agreement shall have been met if notices and letters have been sent to the most recent address on file for the teacher.
- L. Teachers granted such leave will accrue one (1) year of seniority while on such leave.
- M. During the leave the teacher will not lose any previously accumulated sick days or tenure status, additional sick days, however, will not accrue while on such leave.
- N. Upon returning, from leave the teacher will be placed on the same step of the salary schedule as the teacher was on at the time the leave was granted. No additional salary step will accrue during the leave.
- O. Teachers granted such leave will have full return rights for the next school year provided there is a position for which the teacher is certified and qualified to teach.
- P. Requests for such leave will be submitted in writing to the Board by May 1
- Q. Intent to return following leave must be submitted to the Board in writing by April 1.

ARTICLE 10 - ACADEMIC FREEDOM

- 10.1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- 10.2 Academic freedom, appropriate to the level of the learner and the teacher's area of competence, shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning.
- 10.3 The Board recognizes that children must be free to learn and teachers free to teach broad areas of knowledge, but such teaching must be consistent with basic objective of the school's program and instructional guidelines.

ARTICLE 11-PROFESSIONAL BEHAVIOR

Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

ARTICLE 12-SENIORITY

12.1 Seniority

- A. Seniority shall be defined as length of continuous service ~~of~~ **in** the bargaining unit member with the St Louis Public Schools. In complying with this provision, the bargaining unit member's beginning seniority date will correspond to his/her first day of paid employment.
- B. In the circumstances of more than one individual teacher beginning employment on the same date, all individuals so affected will participate in a drawing by lot to determine their relative position on the seniority list.
- C. Leaves of absence granted pursuant to this Agreement shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts other than St. Louis shall not be considered for the purpose of accumulating seniority but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- D. The Board of Education shall prepare a bargaining unit member seniority list and transmit a copy of the same to the Association on or before the first day of February. In the event of a dispute concerning the seniority list, the Association shall have the right to file a written grievance on or before February 14th of each year.

ARTICLE 13-CONTINUITY OF OPERATION

- 14.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in, or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- 14.2 Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to the above conditions, the teachers shall not be required to report for duty unless parent/teacher conferences and/or professional development session had been scheduled and weather conditions were such that allow the scheduled activity to take place.
- 14.3 Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, will be made up at the end of the school calendar for that year to insure a minimum requirement to receive full state aid. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

ARTICLE 14-SCHOOL CALENDAR

- 15.1 School calendars are contained in Appendix A and will be adhered to without exception unless mutually agreed to by the parties.
- 15.2 Pursuant to Section 1526, of the Revised School Code, which establishes a new teacher induction and teacher mentoring process, new teachers may be required to work additional days from those established in Appendix A. No additional compensation will be granted for these days. For the purpose of implementing Section 1526, a day shall be defined as 2.5 hours.
- 15.3 To comply with State law, five (5) professional development days will be conducted for each school year of the contract period. Should the state change its professional development requirement, both parties will meet and mutually determine what calendar changes, if any, will be made. In order to facilitate staff development, the building faculty and the administration shall jointly plan and schedule professional development through the building school improvement committee.
- 15.4 The length of the student day and the calendars contained in Appendix A have been established specifically to comply with State School Aid requirements to receive full student funding. If these requirements are changed, the parties will meet and negotiate mutually acceptable language to address the changes, in order to comply with State School Aid requirements and receive full State School Aid funding. In so doing, the parties agree that the length of the student day and the number of student days will reflect, as much as possible, the minimal amount to meet State School Aid funding requirements.
- 15.5 At the conclusion of each semester or trimester, one (1) half day without students will be provided for record keeping.
- 15.6 The third Monday of each month shall be free form any administrative planned meetings for the St. Louis Education Association to conduct its meetings.

ARTICLE 15-PROFESSIONAL COMPENSATION

- 16.1 The basic salaries of teachers covered by the Agreement are set forth in Appendix B-1 which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. The salaries of part time and alternative education teachers shall be in the same proportion as their work schedule is to the work schedule of a full time K-12 classroom teacher.
- 16.2 A teacher shall be given up to seven (7) years of credit as evaluated by the Superintendent on the salary schedule set forth in Appendix B-1 for years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. The Superintendent may allow credit on the salary schedule for experience in industry and business directly related to the teacher's assignment. The provisions of this Article are not applicable to teachers now employed by the Board.
- 16.3 Placement on the salary schedule shall be according to the teacher's academic standing at the beginning of each school year.
- 16.4 A teacher's hourly rate is to be determined by dividing his/her regular daily salary by the length of the teacher's day. Salary adjustments shall be made on the basis of the teacher's contract.
- 16.5 Teachers involved in extra duty assignments set forth in Appendix B-3 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation. When posted and filled, teachers involved in extra duty assignments set forth in Appendix B-2, which is attached to and incorporated in this Agreement without deviation. In no case shall the extra duty schedule be considered part of the basic salary schedule.
- 16.6 As a result of fifteen (15) years of continuous service to the school district, a teacher, upon retirement, resignation or termination, shall be paid for accumulated sick leave at the rate of \$70.00 per day to a total maximum of \$3150.00. Accumulated sick leave shall include all unused sick days that were frozen on January 1, 1976.
- 16.7 Payroll Schedule
Members may elect to receive their salary under one of the following options:
- A. Contract year: Spread in equal installments over the contract year, generally September to August (26 pays).
 - B. School year: Spread in equal installments over the school year, generally September to June (21 pays).
 - C. Lump sum at end: Spread in equal installments as though over the contract year, with a lump sum in June for the balance (20 + 1 pays).
 - D. The above language shall not be construed to prohibit the first pay from beginning in August when the bi-weekly payroll schedule dictates.

E. It is also recognized that from time to time, it will be necessary to schedule contract pays (1 above) over 27 pays instead of 26 pays. In that case, the following will occur:

1. Contract year pays will be spread over 27 pays.
2. School year pays will continue to be spread over 21 pays.
3. Lump sum option pays will be spread over 21 + 1 pays, with the lump sum being equal to $\frac{6}{27}$ of the contract amount.

F. A determination shall be made by April 1 of each year whether 27 pays will be required for the following contract year. The association president shall be notified by April 1 if it is determined that 27 pays shall be necessary.

16.8 Graduate Credit Reimbursement

The Board of Education supports the ongoing professional growth of teachers and to that end will contribute four thousand dollars \$4,000 annually into a professional learning credits account and that will be non-cumulative. Application to receive monies from this account will adhere to the criteria as outlined on the agreed upon application form. The management of this account will be the responsibility of the Association. The superintendent will approve final payment authorization. A list for disbursement, along with appropriate documentation must be received in Central Office by June 15th.

ARTICLE 16- INSURANCE

- 17.1 An application form must be completed by all teachers wanting to be insured or requesting changes in their coverage.
- 17.2 Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third party administrator, and per Public Act 152, the Board shall pay up to the established hospital/medical premium payment cap on behalf of employee and his/her eligible dependents. Insurance coverage will become effective with the first day of active employment, and enrolled for coverage by the carrier. Retiring employee's coverage will terminate on the last day of the month of retirement.
- 17.3 Premiums are remitted to the insurance carrier each month. For teachers completing the school year, premiums will be remitted for June, July, and August. The premium remitted monthly to the insurance carrier is for insurance coverage for the ensuing month.
- 17.4 For teachers terminating their employment on or before the (15th) fifteenth of the month, no premium will be remitted to the insurance carrier for the ensuing month. For example, a teacher terminating his/her employment on March 12 would not have a premium remitted on his/her behalf to the insurance carrier for insurance coverage for the month of April.
- 17.5 It is agreed that the Board will provide to all teachers the following Hospital Medical Insurance Program beginning July 1, 2012: Blue Cross Blue Shield Simply Blue HDHP with district funded Rx program. Employee will be responsible for the \$5/\$25/\$50 Rx co-pay. The employee shall be responsible for the following hospital/medical insurance deductibles: single subscriber - \$1,250.00; two person and full family - \$2,500.00. See Appendix C for further clarification and definitions of riders provided. For the 2012-2013 school year the Board will use the "hard cap" option to determine the employee's share of the hospital/medical insurance cost.
- 17.6 The Board shall pay the premium for supplemental life insurance for all teachers in the amount of \$50,000. In the event of accidental death or dismemberment, the insurance provided herein will pay double the amount.
- 17.7 Insurance premiums for part time and alternative education teachers will be prorated in the same proportion as their work schedule is to the work schedule of a full time K-12 classroom teacher.
- 17.8 The Board shall contribute only once for medical-hospitalization insurance for each family. For example, the Board will not contribute twice the monthly premium if both husband and wife are employed by the Board.
- 17.9 The Board agrees to provide each teacher with the following long-term disability insurance program.
- A. Benefits up to seventy (70%) percent of contractual salary to take effect thirty (30) non-consecutive work days from the first date of disability.
 - B. No pre-existing conditions.

C. Medical Premium Expense Benefit: LTD Insurance provider will pay up to \$1,500 per month for twenty-four (24) months of medical insurance premiums.

17.10 The board will provide vision and dental coverage for all teachers. The vision care program will be EyeMed Access Plan A.

EyeMed Access Plan A: Benefits available every 12 months. In-network: Exam \$10 Copay; Contact lens fit and follow-up for standard \$0 Copay; Frames \$100 allowance, 80% of balance over \$100; Standard Plastic Lenses \$25 Copay; Lens Options \$15 - \$65; Contact Lenses \$0 Copay, \$80 allowance.

The dental care program will be administered by Meritain as follows: Benefits available every 12 months. Combined Type I and II expenses, \$1,000.00 per covered person; Lifetime maximum benefit for Type III expenses, \$1,500.00 per covered dependent child to age 19; Type I expenses – Preventive and restorative covered at 100% reasonable and customary (R&C); Type II – replacement services 80% R&C; Type III expenses – Orthodontics 80% R&C.

17.11 The parties agree that the Board will have the authority to change carriers for life, vision, L.T.D., and dental, provided that, specifications and benefit levels are the same or exceed those of the current plan. The Association's negotiation team has the right to review and approve any changes.

17.12 Any teacher whose assignment is less than full time will have their benefits prorated. All other teachers will receive full fringe benefits, subject to cost sharing program described in section (2) two and (6) six above.

17.13 The employer shall provide a monthly cash option in lieu of health benefits. The cash amount shall be equal to \$300.00 per month or \$3600.00 per year. The Employer shall also formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member must enter into a salary reduction agreement. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

17.14 In the event of the death of a bargaining unit member, the Board will pay the COBRA insurance premium for a period of sixty (60) days, to begin on the first month following the date of death. Dependents must continue to meet all eligibility requirements established in the policy. Dependents must file all necessary paperwork to enroll in COBRA.

ARTICLE 17-SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- 18.1 No regularly assigned teacher shall be used as a substitute teacher unless it is a scheduled part of the total teaching hours except in an emergency. It being expressly understood that the failure of a substitute to arrive on schedule or the inability of the Board to secure a substitute will be considered an emergency.
- 18.2 A supervisory teacher of student teachers shall be a teacher with a minimum of acceptable academic preparation who voluntarily accepts the assignment and shall be known as a Supervisory Teacher.
- 18.3 The full amount of monies made available to the district by the placing University shall be paid to the Supervising Teacher involved in accordance with the University contract language.
- 18.4 The Supervising Teacher is legally responsible for the conduct and learning of the students assigned to him/her and shall therefore assign duties to student teachers only after careful planning of student learning experiences and within the demonstrated competence of the student teacher in meeting the demands of the various situations with which he/she may be confronted.
- 18.5 The Supervising Teacher shall give the Student Teacher ample opportunity to observe teaching procedures and adjusting to classroom and general school routine prior to the Student Teacher's first supervised teaching experience.
- 18.6 Opportunity for classroom instruction shall be given to the student teacher in a staggered sequence, the time allotment being determined by the subject or unit being studied and the Student Teacher's relationship with students.
- 18.7 When the student teacher has acquired the necessary competence and confidence to teach full time, the supervisory teacher may then turn over the entire day's classes to the student teacher, for a day or several days, in accordance with the Student Teacher's University guidelines.
- 18.8 Only tenured teachers shall have a student teacher assignment. No one (1) teacher shall have more than one (1) student teacher every two (2) school years.

ARTICLE 18 – STUDENT DISCIPLINE AND TEACHER PROTECTION

- 19.1 It shall be the Board’s responsibility to provide an atmosphere in each building that will give support and assistance to teachers that will enable them to maintain control and discipline in the classroom.
- 19.2 The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property sustained by the teacher while on duty due to student negligence or while enforcing or maintaining student discipline and order during school hours or at school activities. No claims shall be made for payment under this article for claims less than \$20.00 or for claims in excess of \$500.00. However, the Board agrees to a payment of up to \$1000.00 of the deductible amount on auto or other insurance carried by the teacher. Such claims shall be presented to the Superintendent or his/her designated representative for review and recommendation of payment.
- 19.3 Assault. Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by student(s), administration shall promptly investigate the matter and determine suitable treatment for the assaulting student(s). This decision shall be communicated to the teacher concerned. Further, upon receiving the report of the assault, the administration will immediately implement the applicable provisions of board policy.
- 19.4 Where the teacher is sued in the case above, any teacher not otherwise covered by insurance, either by MEA or some independent insurance carrier, may apply to the Board for legal assistance. If the Board and legal counsel determines that the teacher has acted within the scope of Board policy, the Board will provide legal counsel to the teacher to advise him/her of his/her rights in the given incident. It being expressly understood that this advice may also include a trial but not an appeal thereof.
- 19.5 Loss of time, injury at school. Any injury, including assaults, which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workers’ compensation claim is to be filed. If a teacher is involved in an assault as mentioned in 19.3 above, and the Board determines that the teacher has acted within the scope of Board policy, the teacher will not suffer a loss of sick days as a result of an injury incurred during the assault. Further, the district will supplement compensation (if not determined to be an “offset” under the LTD/workers’ compensation rules) to the extent needed to bring the total compensation to the current daily salary level of the assaulted staff person when only partial wages are being paid by workers’ compensation, LTD, and/or social security disability, for the period disability, but not longer than the equivalent of the qualification period of thirty (30) for LTD as provided for in Article 17. Insurance benefits will be provided by the district for the same period. In the event of an injury arising out of an assault, which occurred because the teacher was not acting within the scope of Board policy, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board if the situation warrants same.

- 19.6 Citizens of the school district are encouraged to visit the schools and classrooms to observe the work of students, teachers and employees, consistent with applicable legal standards. In order to assure that there are no distractions or interruptions of classroom instruction, visitors are to report to the building Principal's office first to receive authorization to visit elsewhere in the building. The teacher has responsibility to provide meaningful instruction to all of the students assigned to her/him. Therefore, visitations to classrooms shall be scheduled and planned by the Principal and teacher at a time least disruptive to the instruction of the students. Visitations are not to be used for the discussion of educational issues of a personal nature or at the expense of the teacher's responsibility to all of the students, and in accordance with applicable legal standards. The Principal shall be present in the classroom during the visitation if the teacher so requests.
- 19.7 Persons wishing to discuss educational issues of a personal nature with a teacher shall make arrangements with the teacher to meet at a time when the teacher is not engaged in classroom responsibilities or student supervision.

ARTICLE 19 – PROFESSIONAL GRIEVANCE PROCEDURE

- 20.1 A claim by a teacher or the Association that there has been an alleged violation of the expressed terms of this Agreement may be processed as a grievance as hereinafter provided. The Association shall designate an official to sign grievances filed on behalf of the Association. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next level of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- 20.2 The dismissal of a tenured teacher shall be subject to the procedures prescribed by the Tenure Act.
- 20.3 The termination of services of or failure to re-employ a probationary teacher shall not be subject to the grievance procedure.
- 20.4 The Board retains the sole right to reprimand or discharge teachers in regard to their extra-contractual duties.
- 20.5 During the school year the term “days” as used herein shall mean days in which school is in session. At other times of the year the term “days” shall mean calendar days excluding weekends and holidays.
- 20.6 Written grievances as required herein shall contain the following:
- A. It shall be signed by the grievant or grievants.
 - B. It shall be specific.
 - C. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - D. It shall cite the section or subsections of this Agreement alleged to have been violated.
 - E. It shall contain the date of the alleged violation.
 - F. It shall specify the relief requested.
- 20.7 Level One-In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with her/his building principal either personally or at his/her option accompanied by an Association representative. Such discussion shall be instituted by the grievant within five (5) days of the alleged occurrence, which was the basis for the grievance. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and submit it to his/her building principal. If no resolution is obtained within three (3) days of the submission of the written grievance, the grievant shall proceed within five (5) days of submitting the written grievance to level two. If a resolution is reached, a written copy of the agreement, signed by the grievant and the Superintendent, shall be provided to both parties.
- 20.8 Level Two-A copy of the written grievance shall be filed with the Superintendent or his/her designated representative with the endorsement thereon of the Association if it decides to process the grievance with the grievant. Within five (5) days of the receipt of the written

grievance, the Superintendent or his/her designated representative shall arrange a meeting with the grievant and/or the designated Association representative at the option of the teacher to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated representative shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in which the grievance arose, and place a copy of the same in a permanent file in his/her office.

- 20.9 If no decision is rendered within ten (10) days of the discussion with the Superintendent or his/her designated representative or the decision is unsatisfactory to the grievant, he/she may appeal the same to the Board of Education Grievance Review Committee, within 10 days, by filing a written grievance along with the decision of the Superintendent or his/her designated representative with the Secretary of the Board. A copy of all paperwork sent to the Secretary of the Board will also be sent to the Superintendent. The Board of Education Grievance Review Committee shall be appointed by the President of the Board of Education and shall consist of two Board members and one administrator who is not involved in the grievance.
- 20.10 Level Three – Within ten (10) days of the receipt of the written grievance, the Board of Education Grievance Review Committee shall meet with representatives that have been appointed by the President of the Association, the grievant, and the building principal with whom the grievance originated for the purpose of arriving at a mutually satisfactory solution to the grievance. The Board of Education Grievance Review Committee will render a decision within ten (10) days after the last meeting with the Association representatives.
- 20.11 In no case shall a grievance be returned to a lower level of the grievance procedure for consideration unless by mutual agreement of both parties.
- 20.12 If the Association is not satisfied with the disposition of the grievance at level three, the Association may within ten (10) days after the decision is rendered submit the grievance to arbitration.
- 20.13 If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall have no power to set the salary scale for the entire Association. In all other matters both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The Board and the Association agree that in this case they will make every possible effort to conform to the decision of the arbitrator.
- 20.14 Expedited arbitration may be used if it is mutually agreed to by the Association and the Board.
- 20.15 The fees and expenses of the Arbitrator shall be shared equally by the parties.
- 20.16 The time limits provided in this Article shall be strictly observed. Should a grievant fail to

institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred. There is no obligation of the Association to become a party to a grievance and the Association may drop itself from the proceedings at any time.

- 20.17 No more than one grievance concerning the same incident may be processed. In the event of the timely filing of a grievance that the Superintendent believes will be governed by the resolution of a grievance previously filed, the subsequent grievance shall not be processed pending resolution of the previously filed grievance.
- 20.18 No grievance shall be adjusted without prior notification to the Association and the opportunity for an Association representative to be present, nor shall an adjustment of a grievance be inconsistent with the terms of the Agreement. However, nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance without the intervention of the Association.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

- 21.1 Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 21.2 To permit effective planning of educational programs, teachers will be asked each year to express their intention to return to their positions in the school district for the following school year. Such “Letters of Intent” are not contracts and are not binding, but indicate the teachers’ plans at the time of signing. “Letters of Intent” will be sent out on or about April 1 of each year with a requested return on or about April 15.
- 21.3 Communications to the Association shall be addressed to the President of the St. Louis Education Association/MEA/NEA except as provided elsewhere in this Agreement.
- 21.4 If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- 21.5 An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

ARTICLE 21 – DURATION

22.1 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement and whether or not within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

22.2 At least 60 calendar days prior to the expiration of this Agreement, the parties will open negotiations for a new Agreement covering wages, hours, terms and conditions of employment for the bargaining unit.

22.3 This Agreement shall be effective July 1, 2012 and shall continue in effect up to and including June 30, 2013.

Education Association

By _____
Stephen Lawhorne, Chief Negotiator

By _____
Angela Adams, Negotiator

By _____
Sandy Dubridge, Negotiator

By _____
Carmen Bajena, Negotiator

By _____
Vicki Hammond, Negotiator

Board of Education

By _____
Jeff Baxter, President

By _____
Jeff DeRosia, Vice President

By _____
Kathy Wiles, Secretary

By _____
Kelly Bebow, Treasurer

By _____
Carrie Beeson, Member

By _____
David Best, Member

By _____
Carrie Salladay, Member

ARTICLE 22 – EARLY RETIREMENT INCENTIVE

- 23.1 An early retirement incentive program will be available to teachers. Teachers must be fully vested with the Michigan School Employee Retirement Program and eligible to receive full retirement benefits.
- 23.2 Upon meeting the said qualifications contained in 23.1 teachers can activate their option to participate in the early retirement incentive program governed by the following conditions:
- A. Teachers must have taught a minimum of ten (10) consecutive years from the St. Louis Public Schools immediately prior to retirement.
 - B. Eligibility begins upon being fully vested and eligible to receive full retirement benefits.
 - C. No later than 45 days after the level of incentive is determined, a voluntary letter of resignation be submitted to the St. Louis Board of Education.
 - D. The early retirement incentive program is limited to a maximum of five (5) teachers unless waived by the St. Louis Board of Education. Application date accompanied with a letter of resignation govern the acceptance to participate in the program. Participants will be accepted on a first come basis. In the event there is a tie, seniority with the district will be considered in determining the participants. Should a tie still occur, a lottery will be held in the presence of the SLEA and the Superintendent or his/her designee. Applicants in excess of the maximum amount in a year would be considered the first applicants for the next year.
 - E. The Board of Education and/or Administrators are not responsible for determining eligibility nor informing employees of their status for participation in the program. The employee must inquire with the Michigan School Employees Retirement System to verify years of service and eligibility requirements.
 - F. Payment to be made in a one time payment no later than January 15 and no earlier than January 2 following retirement. Payment will be made in a 403(b) Special Pay Plan.
 - G. The minimum benefit for participating in the program is \$10,000.00, subject to the following procedure:
 - 1. Early retirement incentives will be evaluated on a yearly basis, depending on the projected general fund yearly budget. The administration will meet with the Association in January of each year to review the specifics and make it available to the professional teaching staff.

ARTICLE 23 – ADDITIONAL COMPENSATION FOR EXTRA DUTY

- 24.1 Extra duty shall be defined as a service of an extended or extensive nature which is performed by teachers in addition to the regular contractual assignments. All vacancies in extra duty positions will be posted for six (6) days prior to being filled. When possible, said postings shall occur in the Spring and filled by the end of the current school year. Contract riders will be issued annually without provision for tenure.
- 24.2 Teachers shall not be required to accept extra duty assignments.
- 24.3 Qualified applicants from the bargaining unit will have an equal opportunity to apply for all extra work/extra pay positions.
- 24.4 The compensation for teachers accepting extra duty assignments shall be found in Appendix B-2 and B-3. When compensation is established as a percent of the B.A. salary schedule, the step on said salary schedule for the purposes of determining compensation for teachers accepting extra duty assignments shall be based on the number of years experience a teacher has obtained in directing the specific sport or activity in the St. Louis Schools; credit will also be granted for experience in that specific sport or activity obtained from another school district or a source other than a school district. Experience credit will be granted through step 7 of the B.A. salary schedule. Coaches who were grandfathered in the previous contract and were being paid on a level higher than step 7 will continue on their step.
- 24.5 The increment steps shall correspond to the number of years which the person has served in a particular extra-pay job up to the maximum allowed. Personnel who have previously held an extra-duty assignment shall be given credit on this schedule for past experience if they return to the assignment within three (3) years of coached said sport in another district. A person who holds more than one extra-duty position shall be entitled to increments for each of those assignments for which increments are normally given.
- 24.6 A person who moves from an assignment to a similar assignment of a lower or higher rank will be credited for the number of years experience at the original assignment.
- 24.7 If any teacher holding an extra work/extra pay position is not going to be re-hired for the following school year, the teacher shall be notified in writing of the reasons for removal from the position no more than 45 days from the end of the season or 45 days prior to the end of the school year, whichever is applicable. Should the teacher disagree with the stated reasons for dismissal he/she may appeal said dismissal to the Superintendent and/or the Board of Education.
- 24.8 A person may not coach two varsity sports simultaneously. The cross-country team is made up of boys and girls but is classified as one position.
- 24.9 If the Tri-Valley sport/activity does not have enough participants to compete in sanctioned meets/games, the sport/activity may be dropped for that season. Salary will be pro-rated for service rendered prior to the dropping of the sport/activity.

- 24.10 All clinic/professional improvement day(s) for advisors/coaches must be approved by the athletic directors and building administrator.
- 24.11 Registration fees for mandatory coaching clinics, not to exceed \$200 per registration, will be paid by the district. Coaches will be responsible for all other expenses.
- 24.12 All schedule B-2 and B-3 payments can be contracted through the district's current contracted staffing company, if the on-staff employee chooses to do so. The employee may opt to be paid by the Board at any time.

Appendix A

2012-2013 Calendar

August 27, 2012	Teacher Work Day (No Students)
August 28, 2012	Full Day Professional Development (No Students)
August 29, 2012	Full Day Professional Development (No Students)
September 4, 2012	First Day of School
October 2, 2012	Parent Teacher Conferences (12-3/5-8) (No Students)
October 4, 2012	Parent Teacher Conferences (5-8)
October 5, 2012	1/2 Day Professional Development (No Students)
November 2, 2012	End of 1st Marking Period
November 15, 2012	Deer Day (No School)
November 21, 2012	1/2 Day Professional Development (No Students)
Nov. 22-23, 2012	Thanksgiving Break (No School)
Dec. 24-Jan. 2, 2013	Winter Break (No School)
January 3, 2013	Classes Resume
January 17, 2013	End of 2nd Marking Period
January 18, 2013	Full Day P.D./Records (No Students)
February 18, 2013	Full Day Professional Development (No Students)
March 12, 2013	Parent Teacher Conferences (5-8)
March 14, 2013	Parent Teacher Conferences (5-8)
March 15, 2013	No School
March 28, 2013	End of 3rd Marking Period
March 29, 2013	Good Friday (No School)
April 1-5, 2013	Spring Break (No School)
May 23, 2013	Graduation
May 24, 2013	1/2 Day Professional Development (No Students)
May 27, 2013	Memorial Day (No School)
June 4, 2013	Last Day of School

APPENDIX B-1
2012-13 Salary Schedule
(0% Increase, No Step)*,**

Step	BA	BA+20	MA	MA+18	Step	BA	BA+20	MA	MA+18
0	\$35,516	\$36,404	\$38,001	\$38,536	7	\$47,944	\$49,143	\$51,302	\$51,782
0.5	\$36,403	\$37,312	\$38,949	\$39,314	7.5	\$48,832	\$50,054	\$52,252	\$52,739
1	\$37,292	\$38,221	\$39,900	\$40,272	8	\$49,720	\$50,963	\$53,199	\$53,697
1.5	\$38,179	\$38,311	\$40,852	\$41,233	8.5	\$50,603	\$51,874	\$54,150	\$54,656
2	\$39,066	\$40,043	\$41,799	\$42,191	9	\$51,496	\$52,784	\$55,100	\$55,616
2.5	\$39,954	\$40,952	\$42,751	\$43,147	9.5	\$52,384	\$53,693	\$56,051	\$56,574
3	\$40,841	\$41,862	\$43,702	\$44,109	10	\$53,273	\$54,602	\$57,000	\$57,534
3.5	\$41,730	\$42,772	\$44,649	\$45,067	10.5	\$54,159	\$55,512	\$57,951	\$58,491
4	\$42,617	\$43,684	\$45,600	\$46,026	11	\$55,049	\$56,424	\$58,899	\$59,450
4.5	\$43,506	\$44,593	\$46,552	\$46,986	11.5	\$55,935	\$57,334	\$59,850	\$60,409
5	\$44,393	\$45,501	\$47,500	\$47,944	12	\$56,824	\$58,242	\$60,801	\$61,369
5.5	\$45,282	\$46,412	\$48,451	\$49,902	16	\$58,599	\$60,064	\$62,701	\$63,288
6	\$46,170	\$47,322	\$49,402	\$49,864	20	\$60,374	\$61,883	\$64,601	\$65,205
6.5	\$47,058	\$48,233	\$50,351	\$50,822	24	\$63,925	\$65,524	\$68,401	\$69,040

Placement on the salary schedule will be determined by the teacher's academic standing at the beginning of the school year. To qualify for horizontal movement on the salary schedule, a teacher must take classes from a regional accrediting commission approved college or university that are part of a planned program for an advanced degree beyond a bachelors or re-certification. Classes shall be of the graduate level in education or in their field of specialization or be approved prior to enrollment in the course by the superintendent and the SLEA President. Classes needed to obtain the teacher's initial certification and pre-degree classes do not qualify.

* If the retirement rate for the 2012-2013 school year is 25% or below: 1% stipend (off-schedule), no steps, based on the entire contracted salary for the 2012-2013 contract year, and will be paid on the last pay in June.

**If the retirement rate for the 2012-2013 school year is above 25%: .5% stipend (off-schedule), no steps, based on the entire contracted salary for the 2012-2013 contract year, and will be paid on the last pay in June.

APPENDIX B-2 EXTRA PAY FOR EXTRA WORK

	<u>2012-2013</u>
High School Band	\$2050
Middle School Band	\$1550
Summer Band	\$850
Debate	\$850
Quiz Bowl	\$850
Forensic	\$850
Musical	\$1550
National Honor Society	\$1550
Plays, High School (not to exceed 3 plays per year)	\$1050
Plays, Middle School	\$700
Student Council High School	\$1050
Student Council Middle School	\$750
Pep Club Advisor	\$1050
Annual	\$1850
Middle School Yearbook	\$550
Nikkari News	\$800
Carrie Knause News	\$800
Elementary Yearbook each building	\$400
FHA Advisor	\$1250
FFA Advisor	\$1250
9 th Grade Class Advisor	\$550 (Split)
10 th Grade Class Advisor	\$550 (Split)
11 th Grade Class Advisor	\$650 (Split)
12 th Grade Class Advisor	\$650 (Split)
Summer Agriculture, 6-week program	\$4050
Middle School Magazine Coordinator	\$500
Spanish Club	\$1050
Art Club	\$350
Links	\$1050
Stars	\$325
BPA, (Per advisor, maximum 2 advisors)	\$850
Mentors 1 st Year	\$425
Mentors 2 nd Year	\$325
Mentors 3 rd Year	\$225
Driver Education	\$22.50
Chaperons	
Spectator Busses	\$30.00
High School Mixers	\$30.00
Formal Dances	\$35.00
(Teacher will still be required to do these)	
After School Tutor Hall Advisor (K-12)	\$30.00
ACT Testing Supervisor	\$350
TAC Supervisor	\$350

At the high school level, \$175.00 will be paid per advisor per Tri-Valley competition except where covered elsewhere in the contract. If the event occurs on a weekend, each advisor will be paid \$300.00 per competition.

APPENDIX B-3 COACHING SCHEDULE

2012-2013

Football	
Head Varsity Coach	10%
Assistant Varsity Coach	6%
Head Junior Varsity Coach	6%
Assistant J.V. Coach	4%
Head Freshman Coach	6%
Assistant Freshman Coach	4%
Boys Basketball	
Head Varsity Coach	10%
Junior Varsity Coach	6%
Freshman	6%
8 th Grade Coach (set payment)	\$1465
8 th Grade Asst Coach (if 28 or more players participate set pymt)	\$775
7 th Grade Coach (set payment)	\$1465
7 th Grade Asst Coach (if 28 or more players participate set pymt)	\$775
Girls Basketball	
Head Coach	10%
Junior Varsity Coach	6%
Freshman Coach	6%
8 th Grade Coach (set pymt)	\$1465
8 th Grade Asst Coach (if 28 or more players participate) set pymt)	\$775
7 th Grade Coach (set payment)	\$1465
7 th Grade Asst Coach (if 28 or more players participate set pymt)	\$775
Baseball	
Head Varsity Coach	8%
Junior Varsity Coach	5%
Softball	
Head Varsity Coach	8%
Junior Varsity Coach	5%
Boys Track	
Head Varsity Coach	8%
Assistant Coach	5%
7 th & 8 th Grade Track Coach (set payment)	\$1235
7 th & 8 th Grade Asst Coach (if 28 or more players participate set pymt)	\$655

Girls Track	
Head Varsity Coach	8%
Asst Coach	5%
7 th & 8 th Grade Track Coach (set pymt)	\$1235
7 th & 8 th Grade Asst Coach (if 28 or more players participate set pymt)	\$655
Wrestling	
Head Varsity Coach	10%
Asst Coach	6%
7 th & 8 th Wrestling Coach (set pymt)	\$1465
7 th & 8 th Asst Wrestling Coach (if 28 or more players participate set pymt)	\$775
Volleyball	
Head Varsity Coach	10%
Head Junior Varsity Coach	6%
Head Freshman Coach	6%
7 th & 8 th Grade Volleyball Coach (set pymt)	\$1235
7 th & 8 th Grade Asst Volleyball Coach (if 28 or more players participate – set pymt)	\$655
Cross Country	
Head Varsity Coach	8%
Asst Coach	5%
7 th & 8 th Grade Coach (set pymt)	\$910
7 th & 8 th Grade Asst Coach (if 28 or more players participate set pymt)	\$495
Golf	
Head Varsity Coach	6%
Head Junior Varsity Coach	4%
Cheerleading Coach/Advisor (High School):	
Head Varsity Coach – Fall Season	6%
Head Varsity Coach – Winter Season	8%
7 th & 8 th Grade Cheerleading Coach (set pymt)	\$1110
Pom Pon	
Head Varsity Coach	8%