

8/31/93

MASTER AGREEMENT

between the

ST. JOSEPH COUNTY INTERMEDIATE
SCHOOL DISTRICT BOARD OF EDUCATION

and the

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

August 24, 1990 thru August 31, 1993

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

St. Joseph County Intermediate School District

8/15/18

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WESTERN AGREEMENT

between the

UNITED STATES GOVERNMENT
AND THE

WESTERN

LABOR UNIONS

1918

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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MASTER AGREEMENT

This Agreement is made and entered into this 22nd day of October, 1990, by and between the Board of Education of the St. Joseph County Intermediate School District (hereinafter referred to as the "Board") and the Southwestern Michigan Education Association (hereinafter referred to as the "Association").

ARTICLE I

PURPOSE AND INTENT

The Board and the Association recognize that their joint objective is to provide a quality education and educational service to the students of the St. Joseph County Intermediate School District, and that the quality of education provided depends upon the dedication, preparation, effectiveness and efficiency of the professional staff working with the Administration in maintaining a desirable educational atmosphere.

Being engaged in a mutual endeavor in the public interest and trust, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

Pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article II, insofar as such matters are not controlled by applicable Michigan Laws, such Laws superseding anything which may be contained herein.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Southwestern Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all full-time and regularly employed part-time (half-time or more) state-approved special education certificated personnel, social workers, psychologists, occupational therapists, and physical therapists employed by the St. Joseph County Intermediate School District under annual contract; but excluding: All supervisory (including directors, coordinators or supervisors, and department chairman), administrative, clerical, custodial, maintenance personnel, aides of any kind, contracted services staff, staff employed to serve several Intermediate Districts, substitutes, staff employed under a contract of temporary employment for 90 work days or less, nurses, summer employees not otherwise in the bargaining unit, consultant for the gifted, career education consultant, computer specialist, co-op teacher, any staff employed in general education, and all other employees.

1. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit defined above.
2. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the employees covered hereby.
3. The term "administration" shall mean Superintendent and/or his designee.

ARTICLE III

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority and the exercise thereof conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and of the United States. Such rights shall include, by the way of illustration, the right to:

1. Administer and control the district's facilities and equipment, and direct the operations of the district.
2. Make assignments, direct the work of all its personnel, and determine the hours of service and starting times.
3. Establish or modify any conditions of employment except those covered by provisions of this Master Agreement.
4. Determine and provide the services, equipment and supplies necessary to continue its operation. The Board reserves the right to sub-contract certain services of the district. Any sub-contracting of services will not be done to replace any currently employed staff member or any staff member on layoff. An individual employee and/or the Association shall be given the opportunity to express an opinion as to the provision of such services, supplies and equipment prior to a recommendation to the Board.
5. Adopt rules and regulations.
6. Determine and specify the qualifications of employees.
7. Determine the number and location or relocation of its facilities.
8. Determine the financial policies, including all accounting procedures.
9. Determine policies pertaining to public relations.
10. Determine the administrative structure, its functions, authority, and the amount of supervision.
11. Determine the criteria for the selection, evaluation and/or training of employees.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1: Statutory Rights. The Association, on its own and its individual members' behalf, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and of the United States.

Section 2: Building Use. The Board agrees that employees in the bargaining unit may use appropriate meeting room facilities and utilities with the approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person the Association is responsible for making sure that the building is left locked, reasonably clean, and in the original condition except for normal use.

Section 3: Information. The Board agrees to furnish to the Association upon response to requests, public information then available to the Board, in the form in which it is kept, concerning the financial resources of the District. It will also permit the use of district mail service, teacher mail boxes, and designated bulletin boards, for the purpose of giving notice of Association business affecting employees of this District.

Section 4: Recognition at Board Meetings. The Board agrees that an employee so designated by the Association will be recognized at a regular board meeting subject to prior notice being given to the Superintendent at least 24 hours in advance of the board meeting.

Section 5: Association Responsibilities. Enforcement: The Association having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board and Administration in seeing that the conditions of this Agreement are adhered to by the members of the Association covered by this Agreement.

Section 6: Doing of Association Business. The Board agrees that it may be necessary for officers or agents of the Association, particularly during negotiations, to request occasional and brief time during usual working hours to do Association business relative to representation of employees covered by this Agreement. The Board agrees that reasonable requests for such released time will be granted by the Administration with or without pay. It is recommended that the Association request such leave no later than three (3) days in advance of taking such leave, but in no case less than one (1) day in advance of taking such leave.

Section 7: Association Meetings. On the second Thursday of each month, beginning at 3:45 p.m., time will be allowed for Association meetings. No other assignments will be made at this time.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance. A grievance shall be a written complaint alleging a violation of a specific provision of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- a. The dismissal of, or failure to re-employ a probationary teacher, and/or any other employee that the Board has the legal right to re-employ.
- b. The placing of a non-tenure teacher on a third year of probation.
- c. Any claim or complaint for which the Tenure Act prescribes a procedure or authorizes a remedy.
- d. In any matter involving staff evaluation except procedures as outlined in Article XVI.
- e. The determination not to appoint or reappoint any employee to a summer assignment.

Section 2: All grievances shall be written and shall:

- a. Be signed by the grievant.
- b. Be specific.
- c. Contain a synopsis of the facts giving rise to the alleged violation.
- d. Cite the Article and Section of the Contract of the alleged violation.
- e. Contain the date of the alleged violation.
- f. Specify the relief requested.
- g. If the grievance is not filed substantially in accordance with the above requirements, the Board reserves the right to reject the grievance.
- h. The SMEA shall have the right to initiate the grievance involving the right of an employee with his or her express approval in writing. In such cases the grievance must be signed by a current employee covered by the Master Agreement.

Section 3: The term "days" as used herein shall mean days in which school is in session. When school is not in session, the term "days" shall mean calendar days excluding Saturdays, Sundays and holidays.

Section 4: The parties recognize and recommend that it is desirable for a problem to be resolved through free and informal communication between the parties concerned. When such informal processes fail to satisfy the grievant, the grievant may proceed to Step One.

Step One: Within ten (10) days of its alleged occurrence, the grievance shall be put in writing in accordance with Section 2 of this Grievance Procedure and shall be submitted to the Superintendent or in his absence, his designee.

Step Two: Within ten (10) days of receipt of the grievance the Administration and the aggrieved Association member or members, or members of a Grievance Committee will meet to discuss the matter in an effort to resolve it.

Step Three: The Administration shall give a written answer to the grievant within ten (10) days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with three (3) copies of the grievance thus settled; one copy to be retained by the individual, one copy retained by the Association, and one copy retained by the Administration.

Step Four: If the grievance has not been settled at the Third Step and if it is appealed to the Fourth Step, the grievant, or their Association representative or representatives, shall notify the Administration in writing within five (5) days after receipt of the Administration's Third Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board and the Administration at the next regularly scheduled board meeting or within twenty (20) days after receipt by the administration of the notice of desire to appeal. Such meeting will be public at the request of the grievant. A written answer shall be given by the Board's representative within five (5) work days after the date of this meeting.

Section 5: In the event a grievance is not filed or pursued within the specified time limit by an employee(s) or the Association, the grievance shall not be processed and the procedure is considered terminated. A time limit may be extended, however, by written agreement of both parties.

Step Five:

- A. Either the Administration or the SMEA shall have the right of arbitration for any grievance that arises under the terms of this Agreement within ten (10) days after the answer is given at Step Four.
- B. At the request of either or both parties, the grievance shall be submitted to final and binding arbitration, subject to the right of either party to contest arbitrability.
- C. The arbitrator shall be selected by the parties in accord with the rules of the American Arbitration Association which shall likewise govern the arbitration proceeding.
- D. Thereafter, the grievance shall be submitted to the arbitrator, if the grievance has not been previously settled, and the decision shall be final and binding upon the Association and the Board. Subject to the right of appeal, said decision shall be complied with within ten (10) days after the decision is rendered.

- E. Powers of the Arbitrator: It shall be the function of the arbitrator and they shall be empowered, after due investigation, to make decisions only in cases of alleged violation of the specific articles and sections of this Agreement, except that:
- (1) They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) They shall have no power to establish salary scales or change any salary rate.
 - (3) They shall have no power to rule on any of the following:
 - (a) The termination of services of or failure to re-employ any probationary teacher.
 - (b) The placing of a non-tenure teacher on a third year of probation.
 - (c) Any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
 - (d) Any matter involving teacher evaluation except that contained in the Master Agreement.
 - (4) They shall have no power to change any practice, policy, or rule of the Board.
 - (5) In rendering decisions, an arbitrator shall give due regard to the responsibility of the Administration and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - (6) In the event that a case is appealed to an arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- F. At the time arbitration is requested, the initiating party shall give to the other party a written statement specifying the particular issues to be arbitrated and the specific remedy requested. Such statement shall be in detail so that the defending party can determine the exact extent of liability involved and arbitration thereof shall be confined to the issue and remedy set forth in said written statement. Should a question arise as to whether or not the written statement is sufficiently specific, the defending party may apply to the arbitrator for a ruling as to the sufficiency of the written statement in advance of hearing on the merits of the case. Neither party shall raise a new defense or ground at Step Five not previously raised or disclosed at other written levels.

- G. Only one grievance shall be heard at any one time by any particular arbitrator unless there are multiple grievances involving the same facts or unless otherwise agreed in writing by the Board and the SMEA.
- H. Grievances of similar nature may not be considered by the same arbitrator at any one time by written mutual consent.
- I. Each party shall bare the expenses of witnesses produced or other expenses incurred in presenting its case. The fees and expense, if any, of the arbitrator shall be shared equally. Any stenographic record and any transcripts thereof shall be paid by the party ordering the same.

ARTICLE VI

INDIVIDUAL EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1: Employee Conduct. Employees are required to comply with justifiable and legitimate rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

Section 2: Professional Behavior. The employee and/or Association may use as further criteria of professional behavior the Code of Ethics of the Education Profession (as adopted by the 1968 NEA Representative Assembly). Since abuses of these codes reflect adversely upon the entire profession, any breach of the self-discipline implied in the Code is to be reported in writing to both the offending employee and to the SMEA. (See Appendix I)

Section 3: Employee Records. An employee may have access to their personnel file in the presence of the Administration or their designee and SMEA representative if so requested by the employee to review any document prepared by the employee himself, college transcripts, progress evaluation forms prepared by the principal or supervisor and information which is not received as privileged or confidential.

Section 4: Health of Employee. Any person prior to entering the employment of the St. Joseph County Intermediate School District may be required to have a physical examination by a licensed practicing physician and the results of such physical shall be forwarded to the Superintendent. Each employee must maintain the necessary physical and/or mental health to adequately provide his respective service. Evidence of physical and/or mental health may be requested by the Superintendent from a licensed practicing physician agreed upon by the Superintendent and the employee. The cost of such physical examinations to substantiate adequate health will be paid by the Board. Each employee shall provide proof of freedom from tuberculosis at the beginning of each school year at their own expense.

Section 5: Complaints and Reprimands. Complaints directed toward an employee shall be called to the employee's attention at the earliest possible time. Employees may request the presence of an Association representative when being reprimanded, warned or disciplined subject to the following procedure:

- a. Nothing contained herein shall prevent verbal communication between administrators and employees without the presence of an Association representative. Such contacts including commendation, praise, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include the presence of an Association member.
- b. Should it become necessary to place a reprimand in an employee's file as a result of a complaint and the ensuing investigation, the employee shall be informed of their right to attach to the reprimand any written statement they wish to be included in the record.

- c. No written reprimand shall be placed in an employee's file without the administration first reviewing with the employee the basis for the reprimand. Before being placed into the employee's permanent record, a copy of the written reprimand, signed by the administrator and the employee, shall be provided to the employee.

Section 6: No employee will be disciplined or reduced in rank or compensation without just cause and due process.

ARTICLE VII

CONTRACTS, PAYROLL AND PAYROLL DEDUCTIONS

Section 1: Contracts. All professional employees covered by this Master Agreement shall be hired by written contract which shall be subject to the terms and conditions of this Master Agreement.

Staff employed less than full time but at least half time shall be subject to the same terms and conditions of this Master Agreement unless noted otherwise in other articles of this Master Agreement.

The following provisions shall apply to individual contracts:

- A. The individual contract will bind the employee and the Board only to the period of time defined in the individual contract.
- B. All provisions and requirements of the Michigan Tenure Act will apply to contracts.
- C. An individual contract will indicate the column and step on the salary schedule, the total salary and length of the contract, and the first day of pay.
- D. An employee who works immediately preceding or following the regular school year continuously in the same position (as an extension of the regular school year and not as part of the summer school program) shall receive additional pay prorated at 1/190 of his salary schedule amount for each day worked. This provision shall not apply to summer school programs, or to any individuals employed during these times who are not otherwise part of the bargaining unit, or to summer programs which are not mandated.
- E. If staff assignments and job descriptions are substantially the same, staff with the same positions will be offered the same minimum length of annual contract.

Section 2: Payroll. An employee shall elect in writing prior to the first payroll period of the school year whether they wish to have their contract amount paid every two weeks through the school year only, or through the summer, and whether they wish to have their payroll check mailed to them. Staff not having their payroll check mailed may pick them up at the office on Thursday of payroll week.

Section 3: Membership Dues. Any staff member who is not a member of the Association or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association in the amount certified by the Local, but not more than the dues uniformly required to be paid by members of the St. Joseph County Intermediate Education Association, (including Local, SMEA, State and National dues) provided however, that the staff member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this article. In the event that a staff member shall not pay

such Service Fee directly to the Association or authorize payment through payroll deduction as herein provided, the Association shall be authorized by this Agreement to initiate legal proceedings which may include court action to collect said fees. In such legal proceedings or court actions the Association will require that the costs will also be paid for by the staff member. The Association in all cases of violation of this article shall notify the staff member of non-compliance by certified mail, return receipt requested. The Association agrees to indemnify and hold the Board and the Administration harmless against any and all claims, damages, costs, demands, awards, judgments or other forms of liability as a result of this section.

Section 4: School Employees Credit Union Savings Plan. SMEA members shall be given an option for payroll deduction to be placed in the School Employees' Credit Union Savings Plan. The following shall apply:

- A. The employee requesting payroll deduction shall complete the proper forms prior to the specified starting date of deductions.
- B. The original amount specified for deduction may be changed at mid-year providing the financial secretary has received proper authorization prior to the date specified.

ARTICLE VIII

GENERAL WORKING CONDITIONS FOR EMPLOYEES

Section 1: Assignments. Every effort will be made to develop staff assignments and staff workloads in conjunction with state guidelines. It must be recognized, however, that deviations from guidelines and entitlements in employing and utilizing staff are sometimes necessary in the best interests of equitable services to children in local school districts. Furthermore, when either additions or reductions in staffing are being proposed, these will be discussed with staff involved before final recommendations are presented to the Special Education Advisory Committee and the Intermediate Board of Education.

Section 2: Involuntary Transfers. In the event that the Board feels it is necessary to make involuntary transfers of any staff, the Association and prospectively affected staff shall be given the opportunity to have input prior to the final decision on the involuntary transfer being made.

Section 3: General Working Regulations for Employees. All employees shall work at least seven (7) hours per day and shall perform normal professional responsibilities beyond the seven (7) hours that may be necessary and if assigned to a local district, the working hours shall generally coincide with the local district's schedule. Any deviation from the general work schedule to attend special meetings or conferences must be approved in advance by the Administration.

Section 4: Calendar. The adopted Intermediate School District calendar will be followed and will include 183 days for performance of regular professional responsibilities as assigned except for those employees who may be employed to work additional days. In certain circumstances, however, services to school districts will be improved by a deviation from the adopted Intermediate calendar. These deviations shall be discussed with and approved by the Intermediate Administration.

Section 5: Daily Schedule. A daily schedule must be on file with the secretary in the Intermediate office and followed. When working demands necessitate a change from the usual schedule, the change shall be subject to the approval of the Administration. (This does not mean that employees must check with the Administration on the normal and routine changes that often occur in a person's daily schedule).

Section 6: When School Is Not In Session.

- A. Any time that a school or schools that the staff member serves are not in session, it is the responsibility of the staff member to report to the office for a regular work day.
- B. Snow Days: Any time that a school that the staff member serves is closed due to snow conditions, it is the responsibility of the staff member to report to the office for a regular work day, weather conditions permitting, (unless otherwise authorized by the Administration). Staff members who do not report for a regular work

day on these days may not receive pay for that day. Staff are not required to report to the office when all constituent school districts are closed due to snow.

- C. Work time lost due to circumstances beyond the Board's control will be made up in full at the end of the school year except those days allowed by the State Board of Education, rule or law.

Section 7: In the Event of Illness. In the event of illness it shall be the responsibility of the employee to notify (prior to the start of school) the first district or building that they are scheduled to work in that day. The employee shall also call the Intermediate District office not later than 8:15 a.m.

Staff at the Pathfinder Center shall call the building principal or designee as soon as possible, but not later than 7:30 a.m.

Section 8: Reports and Files. Each employee is responsible for maintaining reports and files of services rendered as may be required by the Administration.

Section 9: General Staff Meetings Outside of Regular Working Hours. The Administration will consult with an Association representative relative to the scheduling of any total general staff meeting that will be held outside of regular working hours.

Section 10: Appropriate Dress and Attire. Each employee is expected to be appropriately dressed.

Section 11: Adequate Transportation. Each employee is responsible to have adequate transportation in order to adequately perform his duties. Any problem related to this shall be discussed with the Administration.

Section 12: Notification of Vacancies. The Administration will make available to the Association a listing of all Special Education staff and administrative positions that have been approved to be permanently filled.

The Administration will also make available to the Association a job description of the position to be filled including the minimal qualifications that have been established for such a position.

All currently employed staff (providing they meet the qualifications that have been established for the position) may submit their candidacy for such a position along with any other prospective candidates that meet the qualifications criteria for the position.

Section 13: Financial Gain. An employee shall not use their position to seek additional financial gain from selling professional services or commercial materials to teachers, employees, pupils or parents receiving services from the St. Joseph County Intermediate School District.

ARTICLE IX

LEAVES

Section 1: Sick Leave.

- A. Conditions in Reference to the Granting of Sick Leave: Accumulated sick leave shall be granted to an employee for an illness due to a physical condition (including pregnancy or childbirth), or an emotional or mental condition, or an injury that prevents the employee from fulfilling their job responsibilities. The Administration reserves the right to verify the nature of the illness or injury from the employee's physician as if relates to the ability of the employee to perform their job responsibilities. It is also expected that (whenever possible and medically acceptable) that "elective" medical surgery or treatment be scheduled during the summer months or school vacation periods.
- B. Paid sick leave will be granted at the rate of one (1) day for each nineteen (19) work days of contract of employment rounded off of the nearest 1/2 day.

Example: 183 work days/19 = 10 days of sick leave;
230 work days/19 = 12 days of sick leave.

Staff on contracts of less than a full year and part-time staff will be granted a sick leave benefit pro-rated in accordance with this formula. The sick leave benefit will be credited to the employee's sick leave account at the beginning of a school year or employment period, and shall accumulate to one hundred and fifteen (115) days for the duration of this contract. Staff new to the district may have to work or be on the job for a minimum of one (1) day, however, before any entitlement of sick leave would be granted.

- C. Medical or dental appointments which require absence from the job of one-half (1/2) day or more will be treated as sick leave.
- D. Utilization of accumulated sick leave for members of the immediate family (defined as husband, wife, children, father, father-in-law, mother, mother-in-law) shall be limited not to exceed five (5) days per contract year. Additional utilization of accumulated sick leave for illness in the immediate family may be granted, however, at the discretion of the Superintendent.
- E. In the event an employee utilizes all of their accumulated sick leave, they may borrow up to five (5) days from their following year's allotment with the approval of the Superintendent. Permission to borrow sick leave is contingent upon the employee's continuing employment with the St. Joseph County Intermediate School District, otherwise the employee may be asked to pay for the sick days borrowed.

Section 2: Personal Leave. Personal leave time for employees may be provided under the following conditions:

- A. The personal business leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot be transacted on the weekend or after school hours.
- B. Staff wishing to request personal leave time shall submit a personal leave request form to the Superintendent at least five (5) days in advance of the anticipated absence except in cases of emergency. The personal leave request shall state the reasons for which the leave is being requested.
- C. If the nature of the leave is classified as an "emergency" or "immediate" the request shall be submitted at the earliest possible time.
- D. If a written reply to the request has not been received prior to the date of absence, the staff member shall contact the Deputy Superintendent for Special Education Services or other administrator for a decision on the request.
- E. Personal leave may not be used prior to or directly following a vacation period such as Thanksgiving, Christmas, Spring Vacation unless approved by the Administration.
- F. Such personal leaves may be granted with or without pay.
- G. Such leaves, whether whole days or parts of days, shall not be deducted from sick leave except when personal leave is granted with pay in excess of two (2) days per year and the employee is not given permission to make up such time.
- H. Medical or dental appointments which require less than half a day will be requested as personal leave time with pay.

Section 3: Family Care Leave.

- A. The Board may grant a leave of absence without pay for the purpose of the care of a member of the immediate family (to include spouse, children, father, mother, brother, sister or grandparents).
- B. Such leave shall be requested as far in advance as possible.
- C. Such leave may be granted for a period of time at the discretion of the Board not to exceed one year. (An extension may be requested, however.)
- D. Such leave time shall not count toward advancement on the salary schedule.
- E. Accelerated termination of said leave may be requested, but shall not necessarily be granted by the Board.
- F. The decision of the Board to grant or deny a leave is not subject to arbitration.
- G. Failure to return to work upon the termination of said leave shall be interpreted to be a voluntary resignation.

H. The employee will have the option to continue fringe benefits at their expense if allowed by the carrier.

Section 4: Bereavement Leave. Absence because of the death of a member of the immediate family, to include mother, mother-in-law, father, father-in-law, husband wife, children, brothers, brothers-in-law, sisters, sisters-in-law, shall not exceed five (5) working days.

Additional bereavement leave may be granted at the discretion of the Superintendent beyond the five (5) days, but such leave shall be deducted from the employee's accumulated sick leave. Absence due to the death for other than the immediate family will be treated as personal leave requests.

Section 5: Professional Leave. Any full time employee may be granted leave for professional responsibilities which make it necessary for him to be absent during such usual working hours. Request for time and expenses to provide such an honorary contribution to his professional specialty may be granted on the approval of the Administration.

Section 6: Jury Leave. Any employee called for jury duty or subpoenaed to testify in a judicial or administrative matter not having been initiated by the Association, during working hours, shall be paid the difference between their full salary and the remuneration for such services.

Section 7: Sabbatical Leave. A sabbatical leave (for professional improvement) may be granted by the Board for up to one year without salary and fringe benefits. Certain fringe benefits may be maintained at the expense of the employee.

When sabbatical leave is granted and on returning to their position with the Intermediate District, the person shall be reinstated on the salary schedule at the step and column that they were at unless additional course work qualified them for another column on the salary schedule. (Such leave time shall not count toward advancement on the salary schedule.)

The request for said leave must be submitted to the Superintendent at least sixty (60) days prior to the start of the leave.

Section 8: Military Leave. Employees who are inducted into the Armed Forces of the United States, or who join the armed forces in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required. Upon honorable discharge, the employee shall be reinstated with full credit on the salary schedule for their time in service, not to exceed one year's credit.

Section 9: Other Leaves. Special leaves, with or without fringe and financial benefits, may be granted by the Board in situations not specifically covered elsewhere in this Agreement. These leaves shall be requested through the Superintendent and will be granted upon the recommendation of the Superintendent and the approval of the Board. An employee returning from a leave without pay (other than those described elsewhere in this Agreement) shall not advance on the salary schedule unless the employee worked for at least one hundred and twenty (120) days during the school year when the leave began.

Section 10: Salary Deduction for Leaves Granted Without Pay. Deductions from salary for leaves of absence granted without pay will be made on the basis of 1/190 of the contracted salary for staff employed on a thirty-eight (38) week school year contract.

The denominator used to determine the deductions from salary for leaves of absence granted without pay to staff employed longer than thirty-eight (38) weeks (190 days) will be adjusted accordingly.

<u>Type of Leave</u>	<u>Counts Toward Seniority</u>	<u>Counts Toward Step Increment</u>
Sick Leave	Yes	Yes
Personal	Yes	Yes
Family Care Leave	No	No
Bereavement Leave	Yes	Yes
Professional Leave	Yes	Yes
Jury Leave	Yes	Yes
Sabbatical Leave	No	No
Military Leave	No	Yes (Limited to 1 Year)
Disability Leave	No	No

ARTICLE X

PATHFINDER CENTER

Section 1: No teacher shall be required to report for duty earlier than thirty (30) minutes before the start of the regular school day in the morning, and teachers shall be permitted to leave thirty (30) minutes after the close of the regular school day except as follows:

- a. When Pathfinder general staff meetings are scheduled, not to exceed four (4) hours per month, outside regular working hours.
- b. When IEPC meetings are scheduled.
- c. When parent-teacher conferences are scheduled.
- d. When in-service meetings are scheduled.
- e. When a staff member is assigned to attend staffings or curriculum meetings.

Section 2: Staff members shall be given a minimum of forty (40) hours notice prior to meetings scheduled outside of regular working hours except in emergency situations.

Section 3: All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes except that at least one (1) certified teacher shall be on duty in the lunchroom while students are eating, who shall also be afforded a ten (10) minute duty-free period before or after the lunch period.

Section 4: Observations of a teacher's class by a person other than administrative personnel of the S.J.C.I.S.D., shall be allowed only after the teacher has been notified in advance.

Section 5: One-half (1/2) day in the classroom with teacher assistants will be provided for preparation and planning prior to the students' first day of school.

Section 6: Three (3) one-half (1/2) days for preparation of records will be scheduled by the Administration in consultation with Pathfinder Department Chairperson. In the event school is closed for students due to circumstances beyond the Board's control (defined by Article VIII, Section 6.c) on any day within ten (10) working days prior to a scheduled one-half (1/2) day records day, the one-half (1/2) day will become a regular full student day.

ARTICLE XI

PROFESSIONAL COMPENSATION AND BENEFITS

Section 1: Professional Compensation - Salary Schedule

A. 1990-1991 Salary Schedule

Step	BA Column	Index	BA+18 Column	Index	MA Column	Index	MA+20 Column	Index	MA+30 Column	In
0	21,418	1.00	22,061	1.03	23,560	1.10	24,202	1.13	24,417	1.
1	22,703	1.06	23,346	1.09	24,845	1.16	25,487	1.19	25,702	1.
2	23,988	1.12	24,631	1.15	26,130	1.22	26,773	1.25	26,987	1.
3	25,273	1.18	25,916	1.21	27,415	1.28	28,058	1.31	28,272	1.
4	26,344	1.23	26,987	1.26	28,486	1.33	29,128	1.36	29,343	1.
5	27,415	1.28	28,058	1.31	29,557	1.38	30,199	1.41	30,414	1.
6	28,486	1.33	29,128	1.36	30,628	1.43	31,270	1.46	31,484	1.
7	29,557	1.38	30,199	1.41	31,699	1.48	32,341	1.51	32,555	1.
8	30,842	1.44	31,270	1.46	32,770	1.53	33,412	1.56	33,626	1.
9	32,127	1.50	32,341	1.51	33,840	1.58	34,483	1.61	34,697	1.
10			33,626	1.57	34,911	1.63	35,554	1.66	35,768	1.
11			34,911	1.63	35,982	1.68	36,625	1.71	36,839	1.
12					37,053	1.73	37,696	1.76	37,910	1.
13					38,124	1.78	38,767	1.81	38,981	1.
14					38,767	1.81	39,409	1.84	39,623	1.
15					39,409	1.84	40,052	1.87	40,266	1.
16					40,052	1.87	40,694	1.90	40,908	1.
17					40,694	1.90	41,337	1.93	41,551	1.
X			35,340	1.65	41,123	1.92	41,765	1.95	41,979	1.

B. 1991-1992 Salary Schedule

Step	BA Column	Index	BA+18 Column	Index	MA Column	Index	MA+20 Column	Index	MA+30 Column	In
0	22,467	1.00	23,141	1.03	24,714	1.10	25,388	1.13	25,612	1.
1	23,815	1.06	24,489	1.09	26,062	1.16	26,736	1.19	26,960	1.
2	25,163	1.12	25,837	1.15	27,410	1.22	28,084	1.25	28,308	1.
3	26,511	1.18	27,185	1.21	28,758	1.28	29,432	1.31	29,656	1.
4	27,634	1.23	28,308	1.26	29,881	1.33	30,555	1.36	30,780	1.
5	28,758	1.28	29,432	1.31	31,004	1.38	31,678	1.41	31,903	1.
6	29,881	1.33	30,555	1.36	32,128	1.43	32,802	1.46	33,026	1.
7	31,004	1.38	31,678	1.41	33,251	1.48	33,925	1.51	34,150	1.
8	32,352	1.44	32,802	1.46	34,375	1.53	35,049	1.56	35,273	1.
9	33,701	1.50	33,925	1.51	35,498	1.58	36,172	1.61	36,397	1.
10			35,273	1.57	36,621	1.63	37,295	1.66	37,520	1.
11			36,621	1.63	37,745	1.68	38,419	1.71	38,643	1.
12					38,868	1.73	39,542	1.76	39,767	1.
13					39,991	1.78	40,665	1.81	40,890	1.
14					40,665	1.81	41,339	1.84	41,564	1.
15					41,339	1.84	42,013	1.87	42,238	1.
16					42,013	1.87	43,361	1.90	43,586	1.
17					42,687	1.90	43,361	1.93	43,586	1.
X			37,071	1.65	43,137	1.92	43,811	1.95	44,035	1.

C. 1992-1993 Salary Schedule

Step	BA Column	Index	BA+18 Column	Index	MA Column	Index	MA+20 Column	Index	MA+30 Column	In
0	23,590	1.00	24,298	1.03	25,949	1.10	26,657	1.13	26,893	1.
1	25,005	1.06	25,713	1.09	27,364	1.16	28,072	1.19	28,308	1.
2	26,421	1.12	27,129	1.15	28,780	1.22	29,488	1.25	29,723	1.
3	27,836	1.18	28,544	1.21	30,195	1.28	30,903	1.31	31,139	1.
4	29,016	1.23	29,723	1.26	31,375	1.33	32,082	1.36	32,318	1.
5	30,195	1.28	30,903	1.31	32,554	1.38	33,262	1.41	33,498	1.
6	31,375	1.33	32,082	1.36	33,734	1.43	34,441	1.46	34,677	1.
7	32,554	1.38	33,262	1.41	34,913	1.48	35,621	1.51	35,857	1.
8	33,970	1.44	34,441	1.46	36,093	1.53	36,800	1.56	37,036	1.
9	35,385	1.50	35,621	1.51	37,272	1.58	37,980	1.61	38,216	1.
10			37,036	1.57	38,452	1.63	39,159	1.66	39,395	1.
11			38,452	1.63	39,631	1.68	40,339	1.71	40,575	1.
12					40,811	1.73	41,518	1.76	41,754	1.
13					41,990	1.78	42,698	1.81	42,934	1.
14					42,698	1.81	43,406	1.84	43,642	1.
15					43,406	1.84	44,113	1.87	44,349	1.
16					44,113	1.87	44,821	1.90	45,057	1.
17					44,821	1.90	45,529	1.93	45,765	1.
X			38,924	1.65	45,293	1.92	46,001	1.95	46,236	1.

Section 2: Professional Compensation - X Step. An X-Step is defined on each of the salary schedules. The X-Step will be added to the last step with the resulting total granted to those individuals, on the BA+18, MA, MA+20, and MA+30 columns, who have accumulated seniority beyond the last defined step on their respective schedule column.

Section 3: Placement on the Salary Schedule. An employee's salary shall be determined by his placement on the salary schedule. An employee's placement on the salary scheduled will depend upon the number of years of experience granted and the academic degree and approved hours in a particular specialization or in an approved related field. Movement on the schedule will also depend upon the academic degree and approved hours in a particular specialization or in an approved related field.

Placement on the salary schedule will be granted at the beginning of a regular school year, as determined by the Superintendent for new hires.

In order to move from one column to another column on the salary schedule, college/university work must be completed prior to the start of the school year.

An employee who has had no experience in their specialization or in an approved related field receives the salary at Step 0 for their particular degree. Except the administration shall have the right to employ new staff at steps above 0 if all presently employed staff in comparable positions are moved to that same step on their respective column. Staff granted exceptions would remain at that step until experience are equal. Contractual salary adjustments will be made for existing staff affected by new hires under the exception.

Experience credit may be granted at the discretion of the Superintendent up to and including Step 6 of the BA Column, Step 7 of the BA+18 Column, Step 9 of the MA Column, and full experience on the MA+20 or MA+30 Column. Exceptions in excess of this may be made on special approval of the Board. Military experience may be counted as one step on the salary schedule providing that this does not exceed the amount of allowable experience credit as stated above.

Staff will be eligible for placement on the MA Degree Column if they have a MA Degree or in the event the individual does not have a MA Degree, has at least fifty (50) semester hours earned after a BA Degree in an approved Specialist's Degree program.

The Fourth and Fifth Columns represent a MA Degree plus twenty (20) or thirty (30) hours earned after receipt of the MA Degree, or a Specialist's Degree, or a mandated sixty (60) hour graduate program, as determined by the Administration.

Section 4: Reimbursement for College Credits and/or C.E.U. Credits. The Board will reimburse an employee for these costs under the following conditions:

- A. The college credit shall be at the "graduate" level or level beyond the normal B.A./B.S. Degree Program, or be certified as "C.E.U." credit, or as approved by the Superintendent in advance.
- B. The course work, C.E.U.'s, professional training and advanced degrees shall be in the staff member's contracted area of specialization or related field, and the course/training must be approved by the Superintendent in advance.
- C. Upon submitting evidence of having completed the class or training, the Board will reimburse one half (50%) of the cost not to exceed nine (9) semester hours or eighteen (18) State Board approved C.E.U.'s per year. Such reimbursement shall be for tuition, book, registration and fees, reimbursement not to exceed \$425.00 a year.
- D. This benefit is limited to currently employed staff of one half time or more, and not available to staff on sabbatical leave.

Section 5: Insurance Benefits.

- A. Hospital and Medical Insurance shall be as follows:

- 1. Pursuant to the authority as set forth in the Michigan School Laws, the Board agrees to contribute for each employee who requests such protection by filing the proper authorization forms, the payment of premiums in the amount hereinafter prescribed for health insurance coverage.
- 2. During the duration of this Agreement (commencing November 1, 1990), staff members shall be eligible for the MESSA Super Care I Health Insurance Program subject to the following conditions:

The employee must be eligible for such coverage (as determined by the carrier). For those husband-wife combinations employed by the district, such coverage shall be limited to providing coverage under one (1) policy.

The coverage must be requested by the staff member by filing the proper authorization and insurance forms within the time limits as established by the carrier.

The subsidy paid for by the district will not exceed the Full Family Rate.

The District will pay the \$50.00 deductible for a single subscriber or \$100.00 for a full family subscriber on an annual basis. This will be paid "up front" at the beginning of each calendar year commencing with the monthly mileage checks issued in January of 1990. Thereafter, upon proof of medical claims, the district will pay the \$50.00/\$100.00 deductible, or the difference between the medical costs and deductible allowed in January of each year.

Staff employed less than full time but at least half time will be entitled to health insurance subsidy on a prorated basis.

3. New employees become eligible for benefits under this section of the contract after the first day of work. Staff employed to begin at the start of a new school year will have these benefits paid for by the district beginning October 1, of the initial contract year.
4. Staff may elect not to take the Health Insurance Benefit. If a staff member chooses not to take the Health Insurance Benefits, they may take one (1) of the following options:

Option I: They may take any of the options available under the MESSA Super Care I Health Insurance Program with the Board paying for these options in an amount not to exceed one hundred dollars (\$100.00) a month.

(or)

Option II: Receive an additional amount of remuneration not to exceed one hundred dollars (\$100.00) per month. This option would be available every October 1, and will be paid for each month that the staff member opts not to avail themselves of the Health Insurance Benefit. (This option, however, will only be allowed for staff members that submit proof of health insurance coverage from another source.)

5. If a staff member resigns their position with the district, but fulfills the term of their contract (completes the school year), their health insurance premiums for basic Health or Health options will be paid through the month of September. If, however, they are "eligible" for insurance benefits from another employer prior to October 1, benefits paid by this district will only be paid up to the date of eligibility. If the staff member has elected the additional remuneration of \$100.00 per month in lieu of health insurance benefits, said additional remuneration will only be paid through the month of the last work day.
6. Staff members that retire will have their Health Insurance or Health Insurance options or additional monthly remuneration paid up to the month of the date of retirement or up to the month they are eligible for the School Employees Retirement Insurance.

B. Managed Sick Leave/Long Term Disability Benefits.

A long term disability program will be provided by the Board at no cost to the employee for the duration of this Agreement. Such long term disability benefits are to cover a disability that extends beyond thirty (30) days of sick leave within a contract year. The Board will cover the first thirty (30) days of illness or disability through the accumulated sick leave policy.

- C. The District will provide up to Full Family Dental Insurance and Full Family Vision Insurance at no premium cost to the employee. The benefits under these plans will be the same as those offered on November 1, 1990, to Administrative and secretarial staff.

Section 6: Automobile Travel Costs. Travel expenses for automobile travel will be reimbursed on a per mile basis. Mileage must be incurred to be considered reimbursible. It is the employee's responsibility to get to the office, to the first school, or first assignment, and this mileage cannot be submitted for reimbursement. Likewise, mileage cannot be submitted for reimbursement from the office, from the last school, or last assignment, to the employee's home.

The exception to this is as follows: Mileage may be submitted for reimbursement between the office and the first assignment whenever the assignment is in excess of the distance from one's home to the office (for the excess mileage). Mileage may also be submitted for reimbursement between the last assignment and the office whenever the last assignment is in excess of the distance between the office and one's home (for the excess mileage).

When approval has been given to attend a meeting outside of the Intermediate District traveling by car, mileage should be submitted for reimbursement that is actually incurred figuring from the point of departure directly to where the meeting is being held. Mileage submitted for reimbursement must be submitted on the voucher form immediately after the first of each month and all mileage reimbursement is subject to the approval of the Superintendent.

The rate of reimbursement will be on a per mile basis, and will be determined on a monthly basis. The per mile rate shall be on the rate as allowed by the I.R.S.

If the price of an unleaded gallon of gas reaches or exceeds 160.9 cents per gallon for two consecutive months, this Section of the Contract will be reopened for negotiations.

Section 7: Professional In-Service Educational Expenses. All travel and actual expense incurred at in-service workshops and professional meetings will be fully or partially reimbursed when authorized by the Administration. The request for attendance at such meetings may be initiated by either the administration or an employee.

Approval for attendance at professional meetings shall be contingent upon the following criteria:

- A. The degree to which this district will benefit from your attendance.
- B. Workload of the person requesting to attend.
- C. When the meeting is held.
- D. Where the meeting is located.
- E. The content of the meeting.
- F. Number of staff requesting to attend.
- G. Intermediate budget and financial situation.
- H. Length of the employee's service to this district.

ARTICLE XII

CONTINUITY OF OPERATIONS

In the best interest of serving local school districts and impaired children within the St. Joseph County Intermediate School District, the Association and the Board subscribe to the philosophy that differences shall be resolved by peaceful and appropriate means through the negotiating process without interruption of the school program. Accordingly, the Association and each employee agrees that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any strike against the Board or any withholding of services by any employee or group of employees.

The Board of Education shall be entitled in its sole discretion to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as employee work days. The rescheduling of such days shall not entitle employees to additional compensation over and above their regularly contracted salary.

ARTICLE XIII

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous master agreements between the Board and the Association.

ARTICLE XIV

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement by the Association or by the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV

LAYOFF RECALL AND RESIGNATIONS

Section 1: In the event the Board determines to reduce staff, the Board will consider program desirability, legal requirements, certification and qualifications of staff members, competence of staff members, prior experience and seniority in determining which staff members shall be retained.

Section 2: Termination of probationary employees affected by a reduction in staff shall be determined by the Board by application of the above criteria.

Section 3: A tenure staff member will not be laid off while a probationary staff member is retained in a particular position, provided the tenure employee has full state approval to fill the position and is qualified to fill the position as determined by the Board.

Section 4: A tenure staff member having greater seniority will be retained over a tenure staff member with less seniority providing the employee with greater seniority has full state approval for the position and is qualified to fill the position as determined by the Board.

Section 5: For purpose of this Article "seniority" shall mean continuous service as a professional staff member in the district since the first day of work.

Section 6: Time on approved leave or layoff shall not count toward accrued seniority but shall not constitute a break in continuous service.

Section 7: The Board shall give at least forty-five (45) days written notice of termination of each employee affected by a reduction in staff.

Section 8: The Board's obligation to pay salary or fringe benefits under any staff member's individual employment contract or under this Collective Bargaining Agreement shall terminate upon layoff. A staff member that is laid off but completes the school year will have their Health, Dental and Vision Insurance paid through the month of September, unless they become eligible for coverage from another employer prior to that date.

Section 9: Recall of tenure teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee in order to be reassigned shall be certified and/or have full state approval and be qualified as determined by the Board to fill the position to which assigned. No new personnel shall be employed by the Board to fill bargaining unit positions while there are tenure employees of the district who are laid off, unless there are no laid off tenure employees available with approval and qualifications as determined by the Board to fill the position(s).

Section 10: The Board shall give written notice of recall from layoff by sending a registered letter to said staff member at his last known address. It shall be the responsibility of each staff member to notify the Board of any change in address. The staff member's address as it appears on the Board

records shall be conclusive when used in connection with layoffs, recalls or other notice to the staff member.

Section 11: If the staff member fails to notify the Board within ten (10) days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.

Section 12: Recall rights shall expire one (1) year after layoff for any staff member who is non-tenured at the time layoff occurs.

Section 13: The employer shall prepare a seniority list. Seniority is defined as length of unbroken service as a professional staff member in the district and shall be computed from the first day of work. All staff members shall be ranked on the list in the order of their first day of work, as above defined. The seniority list shall also include the certification and areas of special education approval broken down by full, temporary, and emergency approval.

Section 14: The seniority list shall be published and posted conspicuously in all buildings of the district by December 1 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

Section 15: Any staff member who requests to resign shall give at least forty-five (45) days written notice to the Superintendent.

ARTICLE XVI

EVALUATION OF PROFESSIONAL STAFF

Section 1: The purpose of this evaluation process is to improve professional performance by citing strengths of a staff member and indicating areas of concern that need improvement. All evaluations and observations will be conducted openly. Staff members will be evaluated by administrators or other qualified professionals.

Section 2: Probationary teachers shall be evaluated in writing at least two (2) times each school year. Tenure teachers shall be evaluated in writing at least once every other school year, but will be evaluated annually on request of the teacher. Observations for the purpose of the aforementioned written evaluations shall be for a minimum of sixty (60) minutes. Additional observations of less than this time may be used for evaluations, providing the foregoing conditions are complied with during the school year. During the duration of this Agreement, if changes in evaluation forms are contemplated, the Administration will discuss such changes with the Association and make them available to all professional staff at least 30 work days prior to when they are to be utilized.

Section 3: Written evaluations will be reviewed by the Administration and the staff member and after review, will be signed by both the Administration and the staff member with the staff member receiving a copy of the evaluation. The staff member will also be afforded an opportunity to attach a statement to the evaluation indicating areas of disagreement with the evaluation if they so wish.

Section 4: All staff members' files shall be maintained under the same circumstances as stated in Article VI, Section 3 of this Master Agreement.

ARTICLE XVII

DURATION OF AGREEMENT

This contract shall be effective as of September 1, 1990, and shall continue in effect through August 31, 1993.

This Agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated above.

ST. JOSEPH COUNTY
INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION

ARTICLE XVII

TERMINATION OF AGREEMENT

This contract shall be effective as of September 1, 1970, and shall continue in effect through August 31, 1973.

This Agreement shall be extended orally and it is expressly understood that it will expire on the date indicated above.

ROTHWELLER MICHAEL
EDUCATION ASSOCIATION

THE JOSEPH COUNTY
INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION

APPENDIX I

Code of Ethics of the Education Profession

Preamble

The educator believes in the worth and dignity of man. They recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. They regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to practice the profession according to the highest ethical standards.

Section I:

Commitment to the Student

The educator measures their success by the progress of each student toward realization of their potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling their obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in the pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which they bear responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that they do not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny them benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtain in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to their classes, unless no other qualified teacher is reasonably available.

Section II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. They share with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling their obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which they are affiliated, and shall take adequate precautions to distinguish between their personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.

Section III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. They therefore exert every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, they contribute timely to the support, planning, and programs of professional organizations.

In fulfilling their obligation to the profession, the educator:

1. Shall not discriminate on grounds of race, color, creed or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.

2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purpose.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent their professional qualifications.
8. Shall not knowingly distort evaluation of colleagues.

Section IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. They believe that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The educator discourages the practice of their profession by unqualified persons.

In fulfilling their obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.

1. Shall award grant and provide treatment to all members of the profession in the exercise of their professional rights and responsibilities.
2. Shall not use coercive means or provide special treatment in order to influence professional decisions of colleagues.
3. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
4. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
5. Shall provide from the request of the aggrieved party a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in assignment or termination of employment.
6. Shall not discriminate in professional qualifications.
7. Shall not knowingly discriminate against colleagues.

ARTICLE IV

Commitment to Professional Standards and Ethics

The members of the profession are committed to the highest standards of professional conduct and to the highest standards of professional ethics. They believe that sound professional judgment is essential to the effective discharge of their professional duties. The highest standards of professional ethics are essential to the effective discharge of their professional duties. They believe that sound professional judgment is essential to the effective discharge of their professional duties. The highest standards of professional ethics are essential to the effective discharge of their professional duties.

Shall not discriminate in professional qualifications.

Shall not knowingly discriminate against colleagues.

Shall provide from the request of the aggrieved party a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in assignment or termination of employment.

Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.

Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.

Shall not use coercive means or provide special treatment in order to influence professional decisions of colleagues.

Shall award grant and provide treatment to all members of the profession in the exercise of their professional rights and responsibilities.