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8/20/2000

ST. JOHNS EDUCATION ASSOCIATION/ICEA  
MASTER AGREEMENT  
1997-2000

**ST. JOHNS PUBLIC SCHOOLS**

**AGREEMENT**

**Between the**

**ST. JOHNS BOARD OF EDUCATION  
and the  
INGHAM COUNTY EDUCATION ASSOCIATION**

**August 30, 1997**

**to**

**August 29, 2000**

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**AGREEMENT**

This agreement is made and entered into this 30th day of August, 1997, by and between the Board of Education of the St. Johns Public Schools, hereinafter called the "Board" and the Ingham Clinton Education Association MEA-NEA, hereinafter called the "Association", for its local affiliate the St. Johns Education Association.

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



WITNESSETH

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

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

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

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

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

**ARTICLE I**  
**RECOGNITION**

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

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

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

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

- B. The Board agrees not to negotiate terms and conditions of employment with any teachers' organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been informed of the grievance and has been given an opportunity to be present at such adjustments.
- C. A "substitute" shall be defined as a teacher who is employed for less than one hundred twenty (120) consecutive school days in a school year.

**ARTICLE II**  
**BOARD RIGHTS RESERVED**

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

**ARTICLE III**

**AGENCY SHOP**

**Professional Dues or Fees and Payroll Deductions**

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV**  
**QUALIFICATIONS AND ASSIGNMENTS**

- A. Teachers shall not be assigned outside the scope of their teaching certificates and/or major or minor fields of study. Each teacher shall be given specific written notice of his/her subject and grade level assignments for the next school year no later than thirty (30) days following the last day of school. Assignments that substantially alter or increase the duties and responsibilities of the teacher may be made only for justifiable reasons. Changes beyond that day may be made in cases of emergency such as unforeseen personnel changes and inadequate financing and growth patterns that are unexpected. In such cases the teacher will be given as much advance notice as possible.
- B. Teachers who desire reassignment to a different grade and/or subject area or to another building may file a written request with the office of the Superintendent specifying their desires by April 1 of each school year, which may be renewed annually by the teacher by written notice. Before the school year ends, but after determining staffing needs for the next school year, a meeting will be held for any elementary staff who have been displaced or have requested a transfer. The displaced teacher(s) will have first choice of open positions, most senior teacher first. After placement of displaced teachers, others based upon most senior first may choose or not choose openings as they occur.
- C. A secondary teacher shall not be required to accept a teaching assignment when that assignment requires more than three (3) preparations unless agreed to by both the Board and the teacher. (Except vocational education, when it is necessary.)
- D. A secondary teacher shall not be required to accept a change of teaching assignment if that assignment is in a field other than the teacher's own major or minor field unless said teacher agrees to the change.
- E. A vacancy is defined as a newly created position or a position which is unoccupied and is to be filled. When a vacancy occurs in the bargaining unit or in a counseling position which requires a professional certificated person, and the Board intends to fill such vacancy, the position will be posted within ten (10) school days in all principal's offices and teacher's work study rooms. The length of posting shall be no less than ten (10) school days. Exceptions to this language shall be leave of absence positions guaranteed by contractual language. Also, if there are teachers on layoff, positions will be filled from the layoff list before internal transfers occur. Vacancies at the secondary schools become open once the present staff assignments have been completed.
- F. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption of the existing instructional program. The Board shall still post such vacancies, but may fill such a vacancy on a temporary basis until the end of the current school year.

Qualifications and Assignments - con't.

- G. During the summer months the following procedures shall be followed:
  - 1. Teachers whose request for transfer are on file will be notified in writing of vacancies for which they are certified at the summer address on file in the Superintendent's office.
  - 2. The Association president shall be notified in writing of all vacancies.
- H. Teachers whose request for transfer are denied shall be informed prior to filling the vacancy. Upon request, the District shall provide the teacher with the reasons for denial in writing.
- I. In reassignment or transfer of teachers it is understood that the best interest of the District must be considered. Therefore, when openings occur, length of service, the desires of the teacher(s) involved, certification, and instructional needs of the District shall be factors to be considered. When the foregoing factors are substantially equal, seniority in the District will prevail. Teachers presently employed have preferential consideration over new applicants to the District.
- J. An involuntary transfer will only be made in cases of emergency or to prevent undue disruption of the educational program: 1) An in-building involuntary transfer may occur only after a meeting between the building principal and the teacher involved. 2) If the transfer involves more than one building, a building meeting shall be held in early May, after the first run of enrolling students. At this meeting numbers of potential students will be given out. Discussion of potential changes in staffing will follow. Thereafter, sometime prior to the end of the school year, a detailed discussion of teacher's desires, instructional needs, and contract language will be held among the building administration, teachers involved in potential changes, president of the Association, and central office administrator. A final meeting with the building principals, central administrator, president of the Association and teacher involved, if available, will be held to share final placement decisions.
- K. When a building is closed and involuntary transfers are necessary, placement shall be made based upon the following criteria: Certification, length of service, teacher preference, management concerns. Requests for placement by these teachers will, if at all possible, take precedence over other requests within the District.
- L. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, summer school courses, and extra duties, enumerated in Appendix B and C, shall not be obligatory but shall be with the consent of the teacher. Music teachers shall be obligated to assume Appendix C duties when they are integrated with classroom instruction.



Qualifications and Assignments - con't.

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

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

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

- N. When a special education classroom teacher requests a transfer to a general education position, the school administration will recognize that request and begin a search for a qualified and certified candidate.

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

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

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

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

**ARTICLE V**  
**TEACHING CONDITIONS**

- A. The Board will continue its efforts to make available in each school appropriate facilities, equipment, material, clerical personnel to implement the educational program of the district. The term appropriate shall be determined by the Board based on its financial ability.
- B. The Board shall make available in each school a work-study room for the teachers. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.
- C. Existing telephone facilities shall be made available to teachers for their reasonable use. All long distance calls shall be reported to the Principal's Office.
- D. Adequate parking facilities shall be made available to teachers.
- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint recommendations thereon made by its representative and the Association. The Board agrees at all times to keep the schools as well equipped and maintained as is financially possible.
- F. To maintain and improve teaching performance, the Board and Association realize the value of professional development. Professional development meetings shall meet during normal teaching hours which will permit all teachers to attend. The calendar will be established to reflect the school code changes for professional development.
- G. It is understood that attendance at released-time is mandatory unless permission is granted from the principal to deviate from the planned released-time meeting.
- H. If a building meeting is necessary on a records day, one meeting may occur no longer than one hour in length.
- I. An individual teacher will not be expected or required by the Board to accept a student teacher.
- K. Parent teacher conference days will be established as part of the district calendar. Building school improvement teams will establish the general schedule with no more than one evening conference per semester with ½ day off compensation time per evening. An effort will be made to not schedule extra curricular activities at the same time as the evening conferences.
- L. Any building without heating or plumbing shall not remain open that day. The decision to close a building because of the failure of heating or plumbing systems will be made within one (1) hour subsequent to the beginning of the students' day. If the problem is known prior to the delivery of students to a country elementary, the buses will be held pending the decision.
- M. Teachers are encouraged to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement

Teaching Conditions - con't.

and support.

- N. The Board will provide school building keys necessary to the normal function of the teacher, provided such keys shall be turned in upon the termination of the teacher's employment and/or upon completion of the school year.
- O. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impracticable to hold classes, the scheduled student instruction days, including the time lines for marking periods, shall be advanced one weekday date on the calendar around designated holidays, break periods and parent teacher conferences to provide the make up of the canceled day. All make up days shall be without additional compensation. If school is canceled during the exam time periods, the next available day(s) will be used for exams and the following day will be records day.
- P. Probationary teachers shall for their first three (3) years be assigned by the administration to one or more master teachers, or college professors or retired master teachers, who shall act as mentor/mentors to the teacher.

A mentor from within the bargaining unit shall:

1. Be a tenured member of the SJEA
2. Participate on a voluntary basis
3. Hold certification and endorsements which are related to the probationary teacher's assignment
4. Volunteer for a one (1) year period which may be extended following review of the assignment by the probationary teacher, the building principal and the mentor
5. Treat the relationship in a professional, confidential manner
6. Not be asked to participate in any evaluation of a probationary teacher

**ARTICLE VI**  
**EDUCATIONAL ADVISORY COUNCIL**

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

This council shall be comprised of the Superintendent or the Superintendent's designee, two elementary administrators, two secondary administrators, and at the option of the Association, four elementary teachers, two middle school teachers, and two senior high teachers. Teacher members shall be selected by the teaching staff of their respective elementary or secondary level. Chairperson of the E.A.C. shall be selected by the teacher members of the E.A.C. from the teacher members. The E.A.C. may consult other persons as necessary for resource, research, or study. The President of the Association or the President's designee shall serve as one of the teacher members on the E.A.C.

This Council shall meet a minimum of three (3) times annually at a mutually agreed upon time determined by the Superintendent and the Chairperson of the EAC. Additional council meetings may be scheduled as the need is mutually determined by the Superintendent and the Chairperson of the E.A.C. The Superintendent and the Chairperson of the E.A.C. will be responsible for the agenda.

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

Teachers shall comprise a majority representation on all committees. The committee chairperson shall be elected from and by the committee. The Superintendent may appoint administrators to a committee as deemed necessary.

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

**ARTICLE VII**  
**JOB TRADING AND JOB SHARING**

A. Job Trading

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

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

B. Job Sharing

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

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

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

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

Job Trading and Job Sharing - con't.

2. The duration of the job shared will be for one year. At the end of the school year the staff members may re-apply for the job-sharing. If the teachers do not return to a job-sharing position, they shall return to a position through the bid process at the elementary or as assigned by the building principal during construction of the assignment schedule in the spring at the secondary, and be subject to the provisions of the contract regarding requests for transfer, assignment or lay-off.
3. In order for a job-sharing situation to occur, the Superintendent must approve. That decision is not subject to the grievance procedure.
4. The job-sharing request must be made by March 1 for consideration by the Superintendent. Disposition of the request will be made by May 15 or whenever assignments are finalized. If the request is denied, communications with the teachers shall occur.
5. When job sharing, the following will be prorated based upon the percentage each teacher works per day, week, semester, or year, etc.:
  - a. Sick Leave
  - b. Personal Leave
  - c. Salary
  - d. Fringe Benefits (See "6" below)
  - e. Advancement on Salary Schedule
6. Fringe benefits will be available to these part-time employees on a prorated basis. The balance of the premiums will be payroll deducted.
7. When a teacher in a shared assignment is absent a substitute may be used or the other shared time teacher may be offered the opportunity to substitute. Should the shared time teacher accept an offer to substitute in the other teacher's absence he/she shall be paid at his/her individual rate of pay
8. All other contractual language shall apply equally to these teachers.

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

- A. Teachers at the High School and the Middle School shall be required to report for duty no earlier than twenty (20) minutes before the opening of the student's regular school day in the morning and shall be permitted to leave twenty (20) minutes after the close of the students' day. During the twenty (20) minute period before or the twenty (20) minute period after the students' regular school day six (6) minutes may be assigned to teachers to supervise their students for viewing Channel One. Modifications of the Channel One time may be made by mutual agreement of the building principal and the Association representative.

Elementary teachers in town schools shall be required to report for duty no earlier than twenty (20) minutes before the opening of the students' regular school day in the morning. Elementary teachers in country schools shall be required to report for duty no earlier than thirty-five (35) minutes before the students' regular school day in the morning, except on Monday when they need to report no earlier than ten (10) minutes before the regular school day begins. Elementary teachers in the country schools shall be permitted to leave five (5) minutes after the close of the students' regular school day and elementary teachers in town schools shall be permitted to leave twenty (20) minutes after the close of the students' regular school day.

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

- B. Both parties recognize that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible.
- C. Recognizing that the geographical location of the elementary schools makes equal placement of students difficult, the Board will make a reasonable effort to equalize classloads within each grade level or subject discipline. It is agreed that the system wide ratio of students in grades K-5 to classroom teachers shall not exceed 27 as of the 4th Friday Count Day. In computing this average only general education K-5 enrollment will be used.
- D. Where the Kindergarten teaches a full day, they shall be counted as two teachers and where teaching one section, shall be counted as one.

Teaching Hours, Class Loads and Duties - con't.

- E. The normal weekly teaching load in the high school will be 25 teaching periods and five unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.
- F. The normal teaching load in the middle school will be thirty teaching periods and five unassigned periods per week. Assignment to a supervised study hall shall be considered a teaching period for purposes of this Article.
- G. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than the time allotted to the students' lunch in their particular building.
- H. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- I. Teachers accepting an assignment to teach an additional class period above the normal daily teaching assignment at the middle school or high school, as established in this article, shall receive additional compensation for the class at the rate of sixteen percent (16%) of his or her salary for the normal teaching assignment.
- J. A teacher engaged during the school day with any representative of the Board or participating in any professional grievance negotiation, mediation or arbitration, shall be released from regular duties without loss of salary.
- K. All teachers shall be required to monitor the area of their rooms when their scheduled classes are in session and, when possible, in the hall near their rooms during the passing of students between classes.
- L. Teachers are asked to attend all programs that are scheduled during school hours. Included are assemblies and pep meetings, unless said teacher has been previously released by proper authority.
- M. Except on proper permission of a building administrator, teachers shall remain within the assigned building during the hours school is in session, with the exception of the teachers' lunch period.
- N. The number of student assigned to a combination classroom shall not exceed twenty-eight (28). Additionally, each combination classroom shall be provided with up to one and one-half (1-1/2) hours per day of teacher aide assistance, as requested by the teacher.
- O. Elementary Planning Time  
Each elementary teacher shall be allowed an average of 220 minutes of planning time for each full week worked. Five half hour specials, plus 30 minutes of library time, plus two 20 minute DEAR periods, as assigned by the building principals, will be utilized for teacher planning time.
- P. Planning Period for the Learning Resource People  
The Board agrees these teachers are included in the planning period.
- Q. No less than one hour of support staff assistance per day shall be provided, as scheduled by the building principal, within the confines of the day, unless extenuating circumstances on a particular day preclude such a minimum amount of time.



Teaching Hours, Class Loads and Duties - con't.

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

**ARTICLE IX**  
**DEPARTMENT AND GRADE LEVEL CHAIRPERSONS**

- A. Departments in the Junior High and Senior High Schools which are comprised of three (3) or more full-time teachers (or their equivalent) shall have a Department Chairperson who shall be elected by their peers and shall serve a term of three (3) years. It is understood that the Department Chairpersons are primarily tenure classroom teachers and are not considered to be supervisory personnel.
- B. Elementary grade level chairpersons shall be elected at the first monthly released time meeting for a period of three (3) years. The Special Education teachers' group shall be considered as a grade level and shall be entitled to an elected chairperson.
- C. If a department does not have three (3) full-time teachers or their equivalent in each school, only one (1) Department Chairperson shall be elected who shall represent and coordinate programs in both schools. An alternative procedure might be the combination of two or more departments within a school building so that a department head could be elected from within that building. The Title I reading teachers and paraprofessionals will be counted to determine a department.
- D. The duties and responsibilities of the chairpersons shall be determined by the building principal after input from the teachers and these duties and responsibilities shall be evaluated annually by June 1 by the principal and/or Curriculum Director.
- E. If the Department or Grade Level Chairperson is relieved of his responsibilities as chairperson before the expiration of his term, he may seek recourse through the grievance procedure.
- F. If a chairperson's position becomes vacant during the school year, the position will be filled within thirty (30) school days.

The new chairperson shall be elected by his/her peers, and shall serve for the remainder of the three (3) year term.

**ARTICLE X**  
**PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations, and directions ~~from time to time~~ adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation or procedurally improper evaluation of teacher performance not covered by the Michigan Tenure of Teachers Act as amended (Act. 4 P.A. of 1993) shall be subject to the grievance procedure hereinafter set forth. All information forming a basis for disciplinary action will be made available to the teacher and the Association. When a request is received by the designated FOIA Coordinator under the Michigan Freedom of Information Act, MCL 15.231 *et seq.* To inspect, copy or receive a copy of a public record contained in the personnel file of any employee in the bargaining unit, the Board will promptly notify the employee and the President of the Association of the receipt of the request. Prior to the disclosure of any of the public records requested, the employee shall be provided an opportunity to meet with the Superintendent or his/her designee to review the response to the request.
- C. The responsibilities of each individual teacher include:
1. Careful daily preparation
  2. Participation in activities of the school such as (may be excused by the principal for meritorious reasons):
    - a. Spring Festivals
    - b. Evening conferences and/or Open Houses
    - c. PTO meetings
    - d. Staff meetings
    - e. Professional Development

Professional Behavior - con't.

- D. All personnel records required by Central Administration shall be submitted to the Business Office by each teacher before the second pay date.

The personnel records required are:

1. Valid Teaching Certificate or copy
2. Transcript of credits for
  - a. New Teachers
  - b. Those teachers requiring a Special Certificate
3. Teacher's Cumulative Record
  - a. New Teachers
  - b. Any change of credit status for any other teacher
4. Teacher Certification and Professional Report
  - a. All Teachers
5. Current Teaching Contract

**ARTICLE XI**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

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

**ARTICLE XII**  
**TEACHER EVALUATION AND PROGRESS**

- A. A probationary teacher employed for at least one full school year, shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher. A probationary teacher will be evaluated at least once each full school year during the probationary period, which shall be an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. Any Individual Development Plan must be consistent with evaluation criteria.
- B. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The performance evaluation will be based on, but not limited to, at least two classroom observations, at least sixty days apart, conducted during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include at least an assessment of the teacher's progress in meeting goals of his or her individualized plan.
- C. A tenured teacher shall not be reprimanded, disciplined, or discharged without just cause. Any matters subject to the terms and procedures of the Michigan Teacher Tenure Act shall not be subject to the grievance procedure or arbitration provisions of this Agreement. The discharge or demotion of a tenured teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto. The discharge of a probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto. Probationary teachers may appeal disciplinary measures through the grievance procedure, but such grievances shall not be subject to arbitration.
- D. Revision of the criteria, format and instrument for evaluation may be initiated by the Superintendent or the Association through the Educational Advisory Council (E.A.C.). Notice of this task must be made to the E.A.C. by March 1 preceding the school year in which the revised instrument is to be implemented. The E.A.C. shall formulate a recommended evaluation instrument to be reviewed by the Association and Superintendent. The Superintendent shall present the recommended evaluation instrument to the Board of Education for consideration. The Board and/or the Association may adopt or reject the recommendation of the E.A.C. If the recommendation of the E.A.C. is rejected by either party, the Board and the Association shall formulate their best recommendations for an evaluation instrument. If by June 1 the Board and the Association cannot agree upon an evaluation instrument to be implemented, the Board and the Association shall then submit their respective best

Teacher Evaluation and Progress - con't.

recommendations to expedite arbitration through the American Arbitration Association according to its rules and regulations which shall govern the selection of the arbitrator and the hearing. The arbitrator shall choose either the best recommendation of the Association or of the Board to be implemented as the evaluation instrument. The cost and expenses of the arbitrator shall be paid by the non-prevailing party.

- E. No later than April 1 of each probationary year, the Administration shall submit the final written evaluation to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher, the Association and the Department Chairperson. If the report contains any information not previously made known to, and discussed with, the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association. In any grievance or tenure proceeding, all evaluations and responses thereto shall be admissible.
- F. Each teacher shall have the right, upon request, to review the contents of his own personal file and respond thereto. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following items of information:
- All teacher evaluation reports
  - Teaching Certificate and/or copy
  - A transcript of academic records
  - Tenure recommendations
  - Policy review documentation
  - Federal I-9 Form
  - Criminal Record Check/Fingerprints
  - PA 189 Document
  - Annual Record of Professional Development - PA 335 of 1993

**ARTICLE XIII**  
**UNPAID LEAVES OF ABSENCE**

- A. A leave of absence of up to one year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or counties, foreign or military teaching programs, the Peace Corps, Teachers' Corps or Job Corps as full time participant in such programs.
- B. A teacher upon written request submitted by April 1 shall be granted a leave of absence for a full school year. Any request after April 1, the Board is not obligated to grant the leave unless a replacement can be secured. The teacher must begin and return from the leave at the end of a school year. Upon return from the leave the teacher shall be placed at the position on the salary schedule to which he/she would have been entitled at the commencement date of the leave.
- C. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period for up to two years as required by draft laws or as required by a national emergency.
- D. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning or serving in a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period, for up to two years.
- E. A teacher upon written request, submitted at least thirty (30) days in advance when possible, shall be granted a child care leave of absence for the purpose of parental care of a newborn child for the remainder of the semester or school year or for the full semester or school year following the date of the teacher's recovery from the disability period attendant to the birth of the child. If the teacher returns from leave at the beginning of the next school year following the birth of the child, the teacher shall be returned to the assignment from which he/she took leave subject to the reassignment provisions of this Agreement.
- F. Unpaid child care leave as provided for in Section E shall also be available to teachers upon the adoption of a child. The date of adoption will be substituted for the date of birth.



Unpaid Leaves of Absence - con't.

- G. Upon written application submitted no later than April 1, a teacher shall be granted a leave of absence for up to two (2) full semesters, for the purpose of engaging in not less than half-time study at an accredited college or university. Upon return from such leave, a teacher shall be placed at the position on the salary schedule to which he/she would have been entitled had he/she taught in the district during such period. The teacher shall present certified documentation from the educational institution of attendance as no less than a half-time student in an area related to the continuation of a career in education.
- H. In all cases whereby a teacher requests and is granted a leave of absence under the terms of this Master Agreement, the conditions of said leave of absence shall be stated to the satisfaction of both parties and recorded on the "Leave of Absence Form"--Appendix E of this agreement in triplicate. The disposition of this form will be: one copy to the Board of Education, one copy is to be retained by that person requesting the leave of absence, and one copy to the Association.

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

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

## ARTICLE XIV

### LEAVE PAY

- A. At the beginning of each school year each teacher shall be credited with 13 sick leave days to be used for absences caused by sickness, injury or physical disability of the teacher or to attend to the illness of the teacher's child when no other arrangements are possible. A physician's statement and/or verification may be required in cases of chronic illness and/or absences of three (3) or more consecutive work days. The unused portion of such an allowance shall accumulate from year to year without limitation. It is understood that two (2) of the above days shall be known as personal business days. A personal business day may be used for any purpose at the discretion of the teacher. The personal business days herein granted when used shall be deducted from the sick leave. The teacher shall notify his/her principal at least one day in advance of a personal business day except in case of an emergency. The personal business day is not to be used the first or last day of a semester or year or on a day immediately preceding or following a holiday while school is in session, except in case of an emergency.

Teachers may accumulate personal business days from year to year to a maximum of six (6) to be used in any one year. If a teacher desires to use more than two (2) personal business days consecutively, the teacher shall make a request for the use of these days to the Superintendent as soon as possible but not later than two (2) weeks prior to the dates requested, except in case of an emergency. Requests for consecutive use of personal business days shall be granted provided there are not an unreasonable number of teachers absent. Potential denial of request shall be discussed between the Superintendent and the President of the St. Johns Education Association, who shall attempt to resolve the dispute. If there remains a dispute as to the reasonableness of the number of teachers absent, the Association may submit the dispute to the Board of Education for an expedited decision. If a dispute remains after the decision of the Board of Education, the Association may submit the dispute to expedited arbitration through the American Arbitration Association in accordance with its rules for a binding decision as to the reasonableness of the number of teachers absent from the school district and/or building on the dates requested. The fees and expenses of the arbitrator shall be paid by the non-prevailing party.

Also, each teacher may use sick leave days to attend to the illness of his/her spouse, or parent when no other arrangements are possible and the presence of the teacher is needed.

A physician's statement and/or verification may be required.

Leave Pay - con't.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request by the teacher, except that the position on the salary schedule may increase by one step only.
- C. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
1. Absence when teacher is called for jury service. Teacher will be deducted the amount received for such duty from regular pay.
  2. Court appearance as a witness in any case connected with the teacher's employment, or the school, or whenever a teacher is subpoenaed to attend a legal proceeding.
  3. Approved visitation at another school or approved educational conference or convention.
  4. Time necessary to submit to selective service physical examination.
  5. Death in the immediate family. Immediate family is to include: Spouse, Child, Mother, Father, Brothers and Sisters, Grandparents, Grandchildren, Step Parents and Step Children of the employee and the employee's spouse. A maximum of three (3) days leave of absence will be allowed. With the death of a spouse or child of an employee, an additional three (3) days of sick leave may be used, making a total of six (6) days for the latter case. (Taking exception to paragraph C, these three (3) sick leave days will be chargeable against the employee's accumulated sick leave time.)
- D. Absence due to injury in the course of the teacher's employment and compensable under the Michigan Workers' Compensation Act shall result in the teacher continuing to receive his/her normal salary provided accrued sick leave time is used to make up the difference between the salary and the benefits received under the Michigan Workers' Compensation Act. Once the teacher's sick leave is exhausted such payments by the Board shall cease.
- E. A teacher absent from work with mumps, scarlet fever, measles, or chickenpox shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed three (3) weeks, provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility. The diagnosis of the disease may be requested by the Board by a Doctor of Medicine or Osteopathy.
- F. After the disposition of the leave form by the teacher and principal, a copy of said form will be given to the teacher.
- G. The number of accumulated sick days will appear on each teacher's personnel folder at the beginning of each year.

Leave Pay - con't.

- H. The Board shall provide to the Association fifteen (15) days for the transaction of Association business, conference days, etc. The Association will reimburse the Board for the substitute cost at the prevailing substitute rate of pay.

Additionally, the Association shall be provided with ten (10) days to be used in connection with the negotiation of any successor collective bargaining agreement, provided the Association will reimburse the Board for the substitute cost at the prevailing substitute rate of pay.

- I. The Board of Education agrees to release the designated agent of the Association one-half day per week if requested to transact Association business provided:

1. The agent does not interrupt classes.

The agent and the building principal shall establish at the beginning of each semester the days he/she shall use in that semester.

Changes in the established schedule shall be mutually agreed upon by the agent and the building principal.

The Board shall not have to pay the cost of this released time.



Insurance Protection - con't.

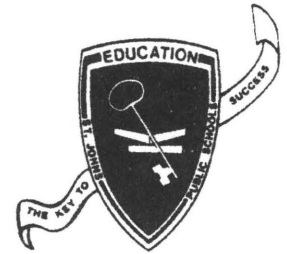
Effective with the 1997 contract, the Board will make payment of an amount toward the monthly premiums for each teacher for the plan selected at not more than the % increase in the school foundation grant for that particular year. Should the premium increase amount exceed the foundation percentage, the employee shall pay the next 5%. Increase in premium cost and should the premium increase amount exceed the additional 5%, the Board and the employee will each be responsible for payment of one-half ( $\frac{1}{2}$ ) the amount of the excess premium cost.

The amounts for which the teacher is responsible shall be paid by deduction from the teachers' salary monthly or through the execution of a salary reduction agreement.

- B. Effective September 1, 1993, the Board shall make a monthly payment of one hundred twenty-five dollars (\$125.00) for each teacher participating in Plan B into a tax shelter annuity account selected from among those presently made available through the School District.
- C. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year.

# ST. JOHNS PUBLIC SCHOOLS

501 W. Sickels Street  
St. Johns, Michigan 48879  
Telephone: 224-9341



## LETTER OF AGREEMENT

between the

BOARD OF EDUCATION OF ST. JOHNS PUBLIC SCHOOLS

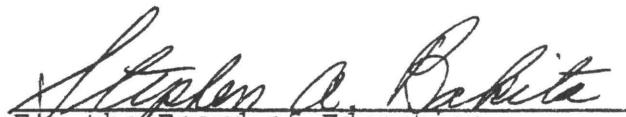
and the

ST. JOHNS EDUCATION ASSOCIATION/ICEA

Amend ARTICLE XV, paragraph B.

The Employer shall formally adopt a qualified plan document that complies with Section 125 of the Internal Revenue Code. The Employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$125.00 per month.

A Salary Reduction Agreement may be implemented by the bargaining unit member to apply an amount into a tax sheltered annuity account selected from among those presently made available through the School District.

  
\_\_\_\_\_  
For the Board of Education

  
\_\_\_\_\_  
For the Association

7/24/96  
\_\_\_\_\_  
Date

7/24/96  
\_\_\_\_\_  
Date

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

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



**ARTICLE XVII**  
**PROFESSIONAL COMPENSATION**

- A. For the 1997-98 school year the first pay for teachers will be September 5, 1997. Thereafter, the Board will issue a check every two weeks for teachers paid year round. The number of checks per contract year is to be determined by the business office at the beginning of each school year, which may vary from 25 to 27 pays. Teachers may opt for 21 pays, but must notify the business office in writing on the first scheduled working day. (Notification is not necessary provided teachers do not want a change in the number of pays from the previous year.)
- B. Teachers newly employed after July 14, 1994, shall be given credit for past experience based on the following: 1-9 years of experience would be given one (1) year, 9 or more would be given two (2) years. This provision shall not preclude the school district from granting full or partial credit for experience above two (2) years.
- C. Teacher involved in extra duty assignments set forth in Appendix B & C which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed Appendices without deviation.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed for mileage driven at the Internal Revenue Service's allowable reimbursable rate per mile in effect at that time. Routes are to be approved by the Administration.
1. The reimbursable mileage is that mileage traveled between schools and is not to include mileage incurred in traveling to work in the a.m. or returning home in the p.m., and travel within the district for attendance of a release-time meeting.
  2. Mileage incurred in travel to a central office for that teacher's conference period will be included as reimbursable mileage.
  3. The total reimbursable monthly mileage for each teacher covered by this paragraph will be agreed upon by the teacher, determined by the designated agent of the Association and the Superintendent's designee for the Board of Education at the end of the first four (4) weeks of school, and agreed established route will be formulated, and this will be used as a basis for that teacher's monthly mileage reimbursement for the remainder of the school year. The agreed upon mileage will be subject to adjustment pending any schedule changes.
  4. The same allowance shall be given for use of personal cars for field trips or other business of the district. A voucher shall be filed each month, signed by the immediate supervisor.

Professional Compensation - con't.

- E. To advance to the next step on the salary schedule the teacher must serve two (2) full semesters.
  - 1. Teachers starting a school year with full knowledge that a leave will be necessary before the end of the semester, will be given full credit for the semester toward advancement on the salary schedule provided they serve fifty-five (55) or more duty days of the semester.
  - 2. Teachers starting the year with full knowledge that a leave will be necessary during the second semester, will be given full credit for the second semester toward advancement on the salary schedule provided they serve fifty-five (55) or more duty days in the second semester.
  - 3. Teachers forced to take a leave under emergency situation will be given full credit toward advancement on the salary schedule, provided fifty-five (55) or more duty days have been served during the semester.
- F. All Department and Grade Level Chairpersons shall be paid at the rate of 4% of the BA salary schedule step which corresponds to the number of years the teacher has served in this capacity.
- G. Teachers accumulating enough credit hours for movement to a higher step on the salary schedule shall receive an immediate adjustment in pay upon presentation of proof of credits earned through a transcript from the educational institution.
- H. Building School Improvement Chairpersons shall be paid at the rate of 2% of the BA salary schedule step which corresponds to the number of years the teacher has served in this capacity, beginning with the 1994-95 school year.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURES**

A. Definitions

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

B. Purpose

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

C. Structure

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

D. Procedure

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

1. **Level One (Principal)**

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

Grievance Procedures - con't.

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

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

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

3. **Level Three (Board)**

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

4. **Level Four (Arbitrator)**

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

E. **Rights to Representation**

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

F. **Miscellaneous**

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

Grievance Procedures - con't.

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

**ARTICLE XIX**  
**LAYOFF PROCEDURE**

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

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

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

1. Probationary teachers with the least number of years in the St. Johns Public School System will be laid off first, provided there are remaining fully certified and fully qualified teachers to replace and perform all of the needed duties of the laid off teachers.
  2. In the event tenure teachers must be laid off, then the tenure teachers with the least number of years of continuous service in the St. Johns Public School System will be laid off first, provided there are remaining fully certified and fully qualified teachers to replace and perform all of the needed duties of the laid off teachers. It is expressly understood that the Association shall have a right to review the list of teachers to be laid off. In the event of a dispute concerning this list, the Association shall have the right to file a written grievance thereon.
- B. A teacher shall be fully certified for a position if the teacher possesses a valid certificate issued by the Michigan Department of education which permits the teacher to teach the grade level and subject matters of the position.
- C. For purposes of this Article a teacher will be qualified for the position as follows:
1. For position at the elementary level, the teacher must possess elementary certification, except that for positions in specialist areas such as Art, Music, and Physical Education, the teacher must possess specific certification in the special subject matter to be taught.
  2. For positions at the middle school level, the teacher either must possess a major or minor endorsement in the subject area to be taught, have equivalent academic training, have teaching experience in the subject matter to be taught, or demonstrate the ability to teach the subject, prior to taking the assignment.
  3. For positions at the high school level, the teacher must possess certification in the subject matter to be taught and meet the North Central Accreditation standards and vocational authorization where applicable.
  4. Teachers who are within three (3) semester hours of being in compliance with the accreditation standards for high school positions and possess the necessary certification, shall be deemed qualified for the position for purposes of retention, but must return, if assignment is timely given, to an accredited college or university no later than the term concurrent with the beginning of their assignment for the purposes of acquiring the credits to come into full compliance.
  5. For high school positions which require special skills in the areas of Art, Instrumental/Vocal Music, Home Economics, and Physical Education, the teacher must possess the requisite skills as shown by academic training or teaching experience in the courses to be taught, or demonstrate the ability to teach the subject, prior to taking the assignment.

Layoff Procedure - con't.

- D. Any teacher who is granted tenure shall have seniority from the last date of hire. Any teacher who transfers to an administrative position and shall later return to a teacher status shall be entitled to such rights as he/she would have had under this Agreement except he/she shall not add to his/her seniority as a teacher while in such administrative position.

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

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

If two or more teachers are tied, having the same date of hire, those teachers shall be ranked in order by the highest four digit number determined by the last four digits of their respective social security numbers, the higher numbers being given the higher seniority rank. A seniority list will be submitted to the Association at least thirty days before any layoff.

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

**ARTICLE XX**

**SEVERANCE AND EARLY RETIREMENT PAYMENTS**

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

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

<u>Days</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
100	\$30/day	\$32/day	\$32/day
101-200	\$35/day	\$37/day	\$37/day
over 201	\$45/day	\$47/day	\$47/day

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

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

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

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



Severance and Early Retirement Payments - con't.

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

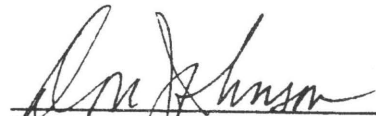
ARTICLE XXI

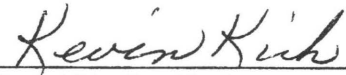
DURATION

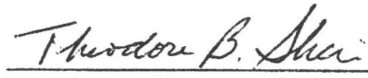
- A. This Agreement shall become effective on August 25, 1997, and shall continue in effect through the 20th day of August, 2000, at which time it shall terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for a successor Agreement.

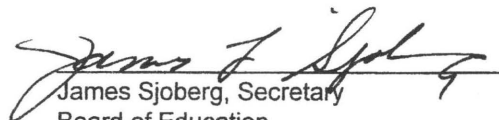
Ratified: 6/23/97

Ratified: 6/23/97

  
\_\_\_\_\_  
Don Johnson  
Chairperson  
Ingham Clinton Education Association

  
\_\_\_\_\_  
Kevin Kirk, President  
Board of Education  
St. Johns Public Schools

  
\_\_\_\_\_  
Theodore B. Slicer  
President,  
St. Johns Education Association

  
\_\_\_\_\_  
James Sjoberg, Secretary  
Board of Education  
St. Johns Public Schools

**APPENDIX A**  
**SALARY SCHEDULE 1997-98**

<b>BA</b>		<b>BA+20</b>		<b>MA</b>	
<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
1	29,119	1	30,452	1	31,518
2	30,452	2	32,917	2	33,126
3	31,792	3	33,126	3	34,726
4	33,126	4	34,726	4	36,595
5	34,461	5	36,863	5	38,198
6	35,798	6	37,665	6	39,803
7	37,394	7	38,999	7	41,672
8	39,002	8	40,604	8	43,541
9	40,068	9	42,475	9	44,879
10	41,403	10	43,811	10	46,476
11	43,004	11	44,879	11	48,085
12	45,769	12	47,719	12	51,070

**APPENDIX A**  
**SALARY SCHEDULE 1998-99**

<b>BA</b>		<b>BA + 20</b>		<b>MA</b>	
<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
1	29,701	1	31,061	1	32,148
2	31,061	2	33,575	2	33,789
3	32,428	3	33,789	3	35,421
4	33,789	4	35,421	4	37,327
5	35,150	5	37,600	5	38,962
6	36,514	6	38,418	6	40,599
7	38,142	7	39,779	7	42,505
8	39,782	8	41,416	8	44,412
9	40,869	9	43,325	9	45,777
10	42,231	10	44,687	10	47,406
11	43,864	11	45,777	11	49,047
12	46,799	12	48,793	12	52,219

**APPENDIX A**  
**SALARY SCHEDULE 1999-2000**

<b>BA</b>		<b>BA + 20</b>		<b>MA</b>	
<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
1	30,295	1	31,682	1	32,791
2	31,682	2	34,247	2	34,465
3	33,077	3	34,465	3	36,129
4	34,465	4	36,129	4	38,074
5	35,853	5	38,352	5	39,741
6	37,244	6	39,186	6	41,411
7	38,905	7	40,575	7	43,355
8	40,578	8	42,244	8	45,300
9	41,686	9	44,192	9	46,693
10	43,076	10	45,581	10	48,354
11	44,741	11	46,693	11	50,028
12	47,852	12	49,891	12	53,394

Appendix A  
Salary Schedule

1. In addition to the preceding three schedules:

- a. Those persons having 40 semester hours of graduate credit, beyond a provisional teaching certificate, in their teaching field, shall be placed on the MA salary schedule.
- b. Five percent (5) of the MA salary base shall be added to the MA step for 15 semester hours of graduate credit beyond the MA.

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

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

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

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

15 years of service in St. Johns equals a three (3) percent payment; 20 years - 6%; 25 years - 9%. The payment shall be calculated on Step 6 of the MA for 1990-91, Step 7 of the MA for 1991-92, and Step 8 of the MA for 1992-93.

Those teachers on a Bachelor's Degree salary schedule step shall be paid a longevity payment as follows:

15 years of service in St. Johns equals a three (3) percent payment; 20 years - 6%; 25 years - 9%. The payment shall be calculated on Step 6 of the respective BA or BA+20 for 1990-91, Step 7 of the respective BA or BA+20 for 1991-92, and Step 8 of the respective BA or BA+20 for 1992-93.

Appendix A  
Salary Schedule

Effective with the 1990-91 contract year, eligibility for longevity shall be calculated as follows:

Eligibility will be determined at the beginning of the contract year based on full years of service and degree column placement at that time. Should the teacher's anniversary of hire date occur during the ensuing school year, the teacher shall be eligible for a prorated longevity payment. Partial years of service may be accumulated for longevity eligibility provided that when the sums of partial years total one year of service during the ensuing school year, the longevity payment shall become effective at the beginning of the next contract year.

Degree changes occurring mid-year shall be pro-rated pursuant to Article XVII, paragraph 6.

Any leave of absence that permits a step increment will be considered as a year of service in determining longevity, such as military leave, education leave or disability.

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

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

**APPENDIX B**

HIGH SCHOOL --

Boys Head Varsity

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

Boys Head J.V. - Head 9th Grade

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

Boys Assistants

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

Girls Head Varsity

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

Girls Assistants

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



JUNIOR HIGH --

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

CHEERLEADING

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

INTRAMURALS: \$8.25 per person

\* Including Competitive Cheer

Appendix B

2. THE FOLLOWING APPLIES TO APPENDIX B:

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

APPENDIX C

1. OTHER ACTIVITIES:

Dramatics -

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

Musical

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

Stage Manager 3.0%

High School Band Director 15.0%

Assistant Band Director - 1st Semester 3.0%

- 2nd Semester 3.0%

Orchestra Director 7.0%

Assistant Orchestra Director 3.0%

Vocal Music Director

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

(Elementary Vocal Music increased from 1 to 2% (if schools choose not the have programs, than 1%.)

Junior High Band Director 7.0%

High School Yearbook 5.0%

High School Newspaper 5.0%

Economics America 8.0%

B.P.A. 4.0%

High School Debate/MUNA 5.0%

Student Council

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

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

2. THE FOLLOWING APPLIES TO APPENDIX C

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

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

**LEVEL ONE - PRINCIPAL**

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

BUILDING \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**LEVEL TWO - SUPERINTENDENT**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

=====

**LEVEL THREE - BOARD**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

=====

**LEVEL FOUR - ARBITRATION**

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

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

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

(NOTE)

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



**ST. JOHNS PUBLIC SCHOOLS  
1997-98 SCHOOL YEAR**

Monday	August 25	<b>Staff Reports</b>
Tuesday	August 26	<b>School Begins</b> for Students (Full Day)
Monday	September 1	<b>Labor Day Recess</b> - No School
Tuesday	September 2	<b>School Resumes</b>
Tuesday	October 7	<b>Teacher Inservice - P.M.**</b>
Wednesday	October 8	<b>Parent Teacher Conferences at RBW</b> - School starts at 11:00 a.m.
Thursday	October 9	<b>Parent Teacher Conferences at RBW</b> - School dismissed at 11:10 a.m.
Friday	October 10	<b>RBW Middle School Students Released at 11:10 a.m.</b>
Friday	October 31	<b>End of First Marking Period</b>
Tuesday	November 11)	<b>Parent Conferences --</b>
Wednesday	November 12)	Town elem. students dismissed at 11:10 a.m.
Thursday	November 13)	Rural elem. students dismissed at 12:25 p.m.
Thursday	November 27)	<b>Thanksgiving Recess</b>
Friday	November 28)	
Friday	December 19	<b>Winter Break Begins</b> at End of School Day for Students
Monday	January 5	<b>School Resumes</b>
Friday	January 16	<b>End of First Semester</b>
Monday	January 19	<b>Records Day --</b> No School for Students (Tentative)
Monday	February 16	<b>No School - Mid-Winter Break</b>
Tuesday	February 17	<b>Full Day In-Service</b> - No School for Students
Tuesday	March 3)	<b>Parent Conferences --</b>
Wednesday	March 4)	RBW and Town elem. dismissed at 11:10 a.m.;
		Rural elem. dismissed at 12:25 p.m.
Monday	March 16	<b>Teacher Inservice - A.M. *</b>
Friday	March 20	<b>End of Third Marking Period</b>
Friday	April 3	<b>Spring Recess Begins</b> at End of School Day
Monday	April 13	<b>School Resumes</b>
Friday	April 17	<b>Teacher Inservice - P.M. **</b>
Monday	May 11	<b>Teacher Inservice - A.M. *</b>
Monday	May 25	<b>Memorial Day Recess --</b> No School
Tuesday	May 26	<b>School Resumes</b>
Sunday	May 31	<b>Commencement</b>
Thursday	June 4	<b>End of Year for Students</b>
Monday	June 8	<b>End of Year for Staff</b>

**\*Teacher In-Service A.M.**

Secondary schools begin at 11:00 a.m.

Town elem. begin at 11:10 a.m.;

Rural elem. @ 12:25 p.m.

**\*\*Teacher In-Service P.M.**

Secondary schools dismissed at 11:00 a.m.

Town elem. dismissed at 11:10 a.m.;

Rural elem. @ 12:25 p.m.

**NOTE:** Any snow days that must be made up will be added to the end of the school year.



**ST. JOHNS PUBLIC SCHOOLS  
1998-99 SCHOOL YEAR**

Monday	August 24	<b>Staff Reports</b>
Tuesday	August 25	<b>School Begins</b> for Students (Full Day)
Monday	September 7	<b>Labor Day Recess</b> - No School
Tuesday	September 8	<b>School Resumes</b>
Tuesday	October 6	<b>Teacher Inservice - P.M.**</b>
Wednesday	October 7	<b>Parent Teacher Conferences at RBW</b> - School starts at 11:00 a.m.
Thursday	October 8	<b>Parent Teacher Conferences at RBW</b> - School dismissed at 11:10 a.m.
Friday	October 9	<b>RBW Middle School Students Released at 11:10 a.m.</b>
Monday	October 26	Full Day Inservice - No School for Students
Friday	October 30	<b>End of First Marking Period</b>
Tuesday	November 10)	<b>Parent Conferences --</b>
Wednesday	November 11)	Town elem. students dismissed at 11:10 a.m.
Thursday	November 12)	Rural elem. students dismissed at 12:25 p.m.
Thursday	November 26)	<b>Thanksgiving Recess</b>
Friday	November 27)	
Friday	December 18	<b>Winter Break Begins</b> at End of School Day for Students
Monday	January 4	<b>School Resumes</b>
Friday	January 15	<b>End of First Semester</b>
Monday	January 18	<b>Records Day -- No School for Students (Tentative)</b>
Monday	February 15	<b>No School - Mid-Winter Break</b>
Tuesday	February 16	Full Day Inservice - No School for Students
Tuesday	March 2)	<b>Parent Conferences --</b>
Wednesday	March 3)	RBW and Town elem. dismissed at 11:10 a.m.;
		Rural elem. dismissed at 12:25 p.m.
Friday	March 19	<b>End of Third Marking Period</b>
Thursday	April 1	<b>Spring Recess Begins</b> at End of School Day
Monday	April 12	<b>School Resumes</b>
Monday	May 10	<b>Teacher Inservice - A.M. *</b>
Monday	May 31	<b>Memorial Day Recess -- No School</b>
Tuesday	June 1	<b>School Resumes</b>
Thursday	June 3	<b>End of Year for Students</b>
Tuesday	June 8	<b>End of Year for Staff</b>

**\*Teacher In-Service A.M.**  
Secondary schools begin at 11:00 a.m.  
Town elem. begin at 11:10 a.m. ;  
Rural elem. @ 12:25 p.m.

**\*\*Teacher In-Service P.M.**  
Secondary schools dismissed at 11:00 a.m.  
Town elem. dismissed at 11:10 a.m. ;  
Rural elem. @ 12:25 p.m.

**NOTE:** Any snow days that must be made up will be added to the end of the school year.

**ST. JOHNS PUBLIC SCHOOLS  
1999-2000 SCHOOL YEAR**

Monday	August 23	<b>Staff Reports</b>
Tuesday	August 24	<b>School Begins</b> for Students (Full Day)
Monday	September 6	<b>Labor Day Recess</b> - No School
Tuesday	September 7	<b>School Resumes</b>
Wednesday	October 6	<b>Parent Teacher Conferences at RBW</b> - School starts at 11:00 a.m.
Thursday	October 7	<b>Parent Teacher Conferences at RBW</b> - School dismissed at 11:10 a.m.
Friday	October 8	<b>RBW Middle School Students Released at 11:10 a.m.</b>
Monday	October 25	Full Day Inservice - No School for Students
Friday	October 29	<b>End of First Marking Period</b>
Tuesday	November 9)	<b>Parent Conferences --</b>
Wednesday	November 10)	Town elem. students dismissed at 11:10 a.m.
Thursday	November 11)	Rural elem. students dismissed at 12:25 p.m.
Thursday	November 25)	<b>Thanksgiving Recess</b>
Friday	November 26)	
Friday	December 17	<b>Winter Break Begins</b> at End of School Day for Students
Monday	January 3	<b>School Resumes</b>
Friday	January 14	<b>End of First Semester</b>
Monday	January 17	<b>Records Day --</b> No School for Students ( <b>Tentative</b> )
Monday	February 14	Full Day Inservice - No School for Students
Tuesday	March 1)	<b>Parent Conferences --</b>
Wednesday	March 2)	RBW and Town elem. dismissed at 11:10 a.m.;
		Rural elem. dismissed at 12:25 p.m.
Friday	March 17	<b>End of Third Marking Period</b>
Friday	March 31	<b>Spring Recess Begins</b> at End of School Day
Monday	April 10	Full Day Inservice - No School for Students
Monday	April 11	<b>School Resumes</b>
Tuesday	May 10	<b>Teacher Inservice - A.M. *</b>
Friday	April 21	Good Friday - No School
Monday	May 29	<b>Memorial Day Recess --</b> No School
Tuesday	May 30	<b>School Resumes</b>
Wednesday	June 7	<b>End of Year for Students</b>
Friday	June 9	<b>End of Year for Staff</b>

**\*Teacher In-Service A.M.**

Secondary schools begin at 11:00 a.m.  
Town elem. begin at 11:10 a.m.;

Rural elem. @ 12:25 p.m.

**\*\*Teacher In-Service P.M.**

Secondary schools dismissed at 11:00 a.m.  
Town elem. dismissed at 11:10 a.m.;

Rural elem. @ 12:25 p.m.

**NOTE:** Any snow days that must be made up will be added to the end of the school year.