# A. Louis Kublic Schools

# **MASTER AGREEMENT**

**BETWEEN THE** 

ST LOUIS BOARD OF EDUCATION

AND THE

ST LOUIS EDUCATION ASSOCIATION

> 1997-98 1998-99 1999-2000

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### **ARTICLE 1 - RECOGNITION**

1.1 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, to represent and bargain for:

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

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

### **ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS**

- 2.1 Nothing contained herein shall be construed to deny or restrict to any teacher the rights he/she may have under the Michigan General School Laws or other applicable laws and regulation. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 2.2 On days when school has been in session the Association shall have the right to use school buildings for meetings, provided that when special custodial service is required, the Board may charge for them at the same rates charged other community groups. No charge shall be made for the use of school rooms before the commencement of the school day or until 6:00 p.m.
- 2.3 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Representatives of affiliated groups of the Association who are not employees of the school district shall be permitted to visit school premises to transact official Association business, provided they first report to the Superintendent's office, or his/her designated representative. Permission shall not be withheld if in the opinion of the Superintendent or his/her designated representative, the visit of the representative(s) of the affiliated group will not interfere with or interrupt normal school operations.
- 2.4 The Association officers, executive committee, and building representatives shall have the right to use school facilities and equipment including computers, typewriters, Xerox machines, other duplication machines, calculating equipment, video cameras, all types of audio-visual equipment, video cassette recorders, televisions and telephones at times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall make a written request for the use of all facilities and equipment to the building administrator who has the direct responsibility for said facilities and equipment.
- 2.5 The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. After delivery of the material to a building it shall be the responsibility of the Association or its designated representative to see that the material is distributed to Association members.
- 2.6 The Board shall make readily available to the Association all information which is available to the public. The Board shall cooperate in helping the Association to locate the information, but it is under no obligation to incur costs or time of clerks or the administration to prepare any information for the Association.
- 2.7 The Board shall communicate with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational

policy which are proposed or under consideration prior to adopting and/or general publication. "Communicate" shall include, but not be limited to, sending to the SLEA President a copy of all materials pertaining to these subjects as are included in the packets of information provided to Board members at the same time the information is made available to the Board.

- 2.8 No teacher shall be disciplined, reprimanded or reduced in compensation without just cause. By way of illustration but not by way of limitation, just cause includes any conduct, action or inaction which interferes with or affects in any way the orderly and efficient administration and/or operation of the school district, any violation of a reasonable rule, regulation or requirement, provided, however, any new rule, regulation or requirement, shall not be contrary to the terms of this Agreement. Any such discipline, reprimand, or reduction in compensation shall be subject to the professional grievance procedure except as limited by the grievance procedure. Further the following guidelines will serve for determining just cause.
  - 1. Was the teacher given advance warning of the possible or probable disciplinary consequences of his/her conduct?
  - 2. Was the rule or order reasonably related to the efficient and safe operation of the school district?
  - 3. Before administering discipline, did the administrator make an effort to discover whether the teacher did, in fact, violate a rule, administrative regulation, Board of Education policy, etc.?
  - 4. Was the administrator's investigation conducted fairly and objectively?
  - 5. Did the investigation produce substantial evidence or proof that the teacher was guilty as charged?
  - 6. Has the school district applied its rules, administrative regulations, Board of Education policy, etc. without discrimination?
  - 7. Was the degree of discipline administered in the particular case reasonably related to:
    - a. the seriousness of the teacher's proven offense and
    - b. the teacher's record of school district service?

A "no" answer to any of the above questions would normally indicate that just cause for discipline did not exist.

- 2.9 Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher. None of the aforementioned activities shall disrupt normal school operations, or become part of normal classroom activities.
- 2.10 Each teacher shall have the right to review the content of his/her personnel file. She/he shall have the right to have Association representation in such review. All such reviews shall be made in the presence of the Superintendent or his/her designated representative. Confidential credentials and other letters of reference sought at the time of employment are specifically exempt from such review.

2.11 The parties agree that they shall in no way discriminate against employees because of their race, color, religious creed, sex, marital status, national origin or ancestry.

### **ARTICLE 3 - RIGHTS OF THE BOARD**

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

### ARTICLE 4 - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- 4.1 Any teacher who is a member, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the United Profession (SLEA, MEA and NEA). Such written authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.
- 4.2 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties join the Association, or pay a service fee to the union, not to exceed the amount of dues uniformly required of members of the union, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the union, deduct the service fee from the bargaining unit member's wages and remit same to the union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member and remitted to the Association.
- 4.3 Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year
- 4.4 The Association shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article. In any case in which a teacher or teachers contest provisions of this Article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay all expenses so incurred by the Board.
- 4.5 The deduction of membership dues shall be made in an equal number of payments deducted from paychecks beginning from the time the Association delivers to the Board the teachers' authorization to make the deductions and the first payroll in June, and the Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- 4.6 The Board shall also make payroll deduction upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.

4.7 Teachers have the right to join any teacher organization but membership in a teacher organization shall not be required as a condition of employment.

### ARTICLE 5 - TEACHING HOURS AND CLASS LOAD

5.1 The teacher work day for all teachers shall not exceed six hours and fifty minutes per day or thirty-four hours and ten minutes per week. Middle school and high school teachers shall not be required to report for duty earlier than 30 minutes before the opening of the pupils school day and shall not be required to remain longer than 15 minutes after pupils have been dismissed for the day. Elementary teachers starting and ending times will reflect (not exceed) the difference between the teachers work day and the students day as reflected in this agreement.

Teachers are encouraged to remain for a sufficient period after the close of the school day to attend to those matters which properly require attention at the time, including consultations with parents when scheduled with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers' day shall end upon the dismissal of pupils for the day. The teaching day for part time teachers at the secondary level shall begin one half hour prior to the time they are scheduled to be on duty and shall end when they are properly relieved of pupil supervision or fifteen minutes after they are scheduled to go off duty whichever comes later. Starting and ending times for part time elementary teachers shall be the same as a full time elementary teacher. The present school day shall not be lengthened without prior agreement with the Association.

- 5.2 The normal weekly teaching load in the high school and middle school shall include five unassigned or conference periods equivalent to five teaching periods. The normal weekly teaching load in the elementary school shall be twenty-nine hours and ten minutes of teaching periods. A teaching period is a period in which the teacher is actively involved with the pupils in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.
- 5.3 It is recognized that the teaching hours, class load, and other duties of teachers in the alternative education program may differ from that of the K-12 full time and part time teachers.
- 5.4 Parent-teacher conferences will be scheduled by mutual agreement between the administration and the SLEA negotiating team at the same time the rest of the school calendar is negotiated. Part time teachers shall participate in parent-teacher conferences as a condition of employment. Kindergarten teachers will be allowed as much time as is necessary to conduct requested parent-teacher conferences. A substitute will be hired to fulfill teaching duties while the scheduled parent-teacher conferences are taking place. These days will be chosen by the kindergarten teachers collectively, subject to the approval of the elementary principal. It is understood that the kindergarten teachers will also follow the regularly scheduled conference days.
- 5.5 All teachers in the St. Louis School system shall be entitled to a duty-free uninterrupted lunch period of not less than thirty minutes.

- 5.6 Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- 5.7 A schedule for teacher supervision of the following extra-curricular activities, spectator busses, high school mixers, and formal dances, will be worked out by the principal and affected staff in the middle school and high school, as applicable.
- 5.8 When an individual school building is closed down because of emergency conditions (i.e. boiler failure, electrical failure, etc.) the Superintendent of Schools or his/her designated representative may require any or all of the teachers of the building to report for teaching duty as the needs of the school system dictate. However, no teacher shall be assigned to teach at a level other than that covered by his/her certificate.
- 5.9 Teachers are expected to be at their assigned station at all times. Teachers are responsible for the proper supervision of all pupils and especially those assigned to them during the day. All teachers are to step into the hall near their assigned teaching station to supervise and maintain order in the corridors and their classroom while students are passing between classes.
- 5.10 Due to unforeseen circumstances or emergency situations an elementary principal may assign a teacher to be responsible for building supervision during their absence. Said assignment however, shall only be temporary and shall only occur following consultation with the affected teacher.
- 5.11 Teachers shall be responsible for exercising those duties prescribed by the laws of the State of Michigan for teachers. It is assumed that every teacher is familiar with his rights and duties under law.
- 5.12 The unassigned or conference period is part of the teacher's work day. The occasional use of this period for other than school purposes may be allowed by the Principal where conditions exist beyond the control of the teacher.
- 5.13 Teachers are expected to remain on duty in the event of emergency situations. Such situations would include severe weather warnings, civil or student disturbances, or situations which may threaten the health or safety of students. It is understood that the administration will develop and issue guidelines for teacher responsibility in cases of emergency.
- 5.14 It is expressly understood that when no substitute teacher is available, the administration may assign a teacher to serve as a substitute teacher during their conference period. Teachers are required to accept such assignments and shall be compensated at \$15.00 for each conference period in which they serve as a substitute teacher in excess of their regular assigned class load. Under no circumstances will classes be doubled because of lack of a substitute.

- 5.15 A teacher may be assigned to teach a class for an extended period of time during their conference period. An extended period of time being ten (10) days or more. Compensation for such an assignment shall be 1/6 or 1/7 of teacher's contracted salary prorated according to the number of days taught. Said prorated salary shall begin with the eleventh (11th) day of the extended assignment.
- 5.16 Any certified personnel designated "Master/Mentor teacher" shall serve voluntarily and only be responsible for individuals assigned to their building. Responsibilities shall be advisory only and the "Master/Mentor teacher" shall not be required to be part of the evaluation process of the non-tenured teacher to whom he/she is assigned.

### **ARTICLE 6 - TEACHING CONDITIONS**

- 6.1 Whenever feasible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:
  - 1. In the elementary grades, all teachers of a grade level shall have an initial class size within two (2) students of each other. In addition, all special education and chapter students will be distributed equitably. Subsequent assignments due to special ed mainstreaming and new students shall be made with the goal of achieving a comparable work load among teachers of a grade level. If desired, teachers may participate in the scheduling process in the following manner:
    - a. At the end of each school year, when completing promotion lists, teachers will rank each student according to ability levels (low, average, high).
    - b. The scheduling of students will occur on or before the end of May of each school year, and all elementary teachers will be invited to participate in this process.
  - 2. In the middle school and high school, the distribution of special education students will be made cooperatively by the building principal, the regular education teachers involved, and the special education teachers.
  - 3. North Central Association recommendations will be followed in all K-12 buildings and programs.
- 6.2 When a teacher is assigned a severely impaired student the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the responsibility of the teacher to implement the student's individualized education plan for attending to the educational needs of the student while in the teacher's class.
- 6.3 The foregoing standards are subject to modification for educational purposes such as avoidance of split grade classes or half classes, specialized or experimental instruction (e.g., team teaching or large group instruction), improvement of instructional methods, distribution of students by attendance area and availability of transportation, changes in enrollment or any other valid reason.
- 6.4 The Board shall keep the schools reasonably equipped and maintained as determined by the economic conditions of the school district.
- 6.5 The Board shall make available lunch-room, rest-room and lavatory facilities for use by school employees.

- 6.6 Vending machines shall be installed upon approval of the administration in areas which are suitable and not available to students. Areas around vending machines will be kept clear and free of debris.
- 6.7 In addition to the usual custodial services provided by the Board, teacher work rooms and lunchroom areas will be maintained in a neat and clean manner.
- 6.8 Teachers who are to have a teacher aide shall be consulted by the appropriate administrator, whenever possible, before the aide is hired.

### ARTICLE 7 - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

7.1 Teachers hired on a probationary or tenure basis shall either possess or be qualified for a minimum of a State Provisional Certificate and also meet other requirements of the laws of the State of Michigan. The Board will hire certified teachers with a minimum of a bachelor's degree and possessing a provisional, permanent or continuing certificate. The responsibility for being properly certificated to teach in the school district rests solely with the individual teacher.

The Board agrees that teachers employed by the Board, who hold annual authorizations, shall, as a condition of employment make every attempt to obtain permanent status through recognized work and/or study programs as per MCL 380.1233 and/or MCL 380.1233 (b).

- 7.2 The employment of teachers based on special certificates is to be permitted only in cases of absolute necessity. The Association shall be so notified in each instance and the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.
- 7.3 Teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates. As a member of the North Central Association of Secondary Schools, the Board shall be guided by their recommendations.
- 7.4 The Superintendent may request that a teacher enroll in specific credit courses so that the teacher might fill certain academic or professional voids and so that he/she may achieve preparation standards which are mandated by curriculum revisions or applicable accreditation standards. Should the teacher be unwilling or unable to accommodate such a request to the extent of completing the equivalent of up to four (4) semester hours per year and the want of the indicated improvement prohibits the initiation or continuance of a desired curriculum or accreditation, then the teacher may be reassigned (accommodating his/her desires as nearly as possible) in order that the objective will be gained. Teachers complying with such requests shall be reimbursed for tuition, books and necessary travel incurred by enrollment in such classes. Mileage will be paid pursuant to the published IRS rate per mile for actual mileage driven or as agreed to with the teacher.

### **ARTICLE 8 - VACANCIES, PROMOTIONS AND TRANSFERS**

8.1 The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit, newly created positions, and positions occurring within the professional staff which provide opportunity for promotion shall be posted on a designated bulletin board in each building along with a copy of such posting to the St. Louis Education Association. Positions as above described shall be posted at least ten (10) days prior to being filled and in no case shall interviews be held prior to the posting. (This requirement shall be waived for vacancies that occur during the ten (10) days immediately preceding the opening of school.) Teachers may apply for such positions by submitting a written application to the Superintendent. Positions in the bargaining unit will be filled on the basis of experience, competency and qualifications of the applicant and length of service in the district. When experience, competency and qualifications are substantially equal, the applicant with greater seniority shall be given preference. Building representatives in each building will receive a copy of each posting.

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

- 8.2 An involuntary transfer shall be made only in case of emergency such as changing enrollments, addition or deletion of courses, financial conditions, etc. When teachers are transferred involuntarily, the Superintendent shall give consideration to:
  - 1. Qualifications of the teacher concerned.
- 2. Length of service the teacher has rendered to the school district.

  The Association shall receive written notice of the disposition of all involuntary transfer situations.
- 8.3 Teachers shall be notified thirty (30) days prior to the commencement of school if there is a change in their teaching assignment. This shall apply to teachers of a given grade level, K-8, and to any teacher if the change in assignment affects over half of his/her teaching day.
- 8.4 Any administrative and/or supervisory positions which open shall be posted at least one week before the position is filled. Teachers may apply for such positions and their professional qualifications will be evaluated along with the qualifications of other applicants. However, the decision of the Board in filling the position shall be final.
- 8.5 The Association recognizes that when vacancies occur, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant and posted pursuant to Article 8.1.

- 8.6 For the purposes of this agreement a vacancy shall be defined as follows:
  - 1. The Board has determined a position exists that it wishes to fill, and
  - 2. A position exists that is in excess of the total number of teachers employed (including teachers on layoff and leave), and
  - 3. A position exists that was previously held by a bargaining unit member whose employment with the Board has been severed, or
  - 4. A newly created position in the bargaining unit exists.

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

### **ARTICLE 9 - LEAVES**

### 9.1 - Unpaid Leaves

- 1. Unless otherwise stated all requests for leaves shall be in writing.
- 2. Unless otherwise stated in this Agreement, leaves are granted at the sole discretion of the Board and under terms and conditions as specified by the Board.
- 3. Beginning and ending dates of leaves are to correspond as nearly as possible with the beginning and ending date of school or a semester in order to maintain the teacher-student relationship as effectively as possible.
- 4. All leaves shall be for a period not to exceed one (1) year, or for the remainder of the school year, subject to renewal at the discretion of the Board.
- 5. As a general rule no extension of leaves or second leave shall be granted by the Board.
- 6. The granting or denial of leave to a teacher shall not be interpreted as setting a precedent or policy for the granting or denial of leave to another teacher.
- 7. A leave may be terminated before the normal expiration date by mutual agreement between the teacher and the Board
- 8. Any leave granted is from the St. Louis Public Schools and not from a particular position. There is no guarantee that a teacher shall be returned to a specific building, grade level, teaching assignment, or special assignment at the conclusion of the leave. The Board guarantees to place a teacher returning from leave into a position for which he/she is certified and qualified. (See number 15 below)
- 9. Except as provided by the Family Medical Leave Act, no sick leave shall accrue or any fringe benefit payments be made to a teacher on unpaid leave. Sick leave days held at the start of the unpaid leave shall be reinstated on return from unpaid leave.
- 10. Written notice of intention to return, resign or request of an extension of leave shall be given the Superintendent of Schools on or before April 15th of the school year in which the leave expires. For leaves of less than one school year the notification date will be determined by the Board at the time leave is granted.
- 11. For failure to give notice as required in item 10 above, the Superintendent, or the Superintendent's designee, shall contact the teacher and direct the teacher to give notice of his/her intent to return, resign or request the Board to consider an extension of leave. For failure to comply the Superintendent will institute proceedings for the teacher's dismissal pursuant to the Michigan Teacher Tenure Act.
- 12. For failure to report for work upon the conclusion of a leave, the Superintendent, or the Superintendent's designee, shall notify the teacher that his/her leave has expired and direct the teacher to return to work under penalty of seeing proceedings instituted for dismissal pursuant to the Michigan Teacher Tenure Act.
- 13. Teachers on leave of absence are also affected by Article 13 (Reduction in Bargaining Unit Members) should it be necessary for the Board to implement that article.
- 14. It shall be the teacher's responsibility to keep the Superintendent informed of his/her current address. It is understood that all notification

requirements of this article and Agreement shall have been met if notices and letters have been sent to the most recent address on file for the teacher.

### 9.2 Parental Leave

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

- 1. The leave of absence shall be for the remainder of the then current school year.
- 2. Parental leaves will be granted to an employee within one year of the time she/he adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family.
- 3. Parental leaves of absence may be extended up to one additional year, upon the request of the teacher. An extension request must be submitted in writing prior to April 1 and may not be for partial school years.
- 4. In cases of unusual circumstances and upon request of the affected teacher, the Board shall terminate the leave prior to its anticipated termination date. A teacher whose leave is so terminated shall be placed into the first available position for which she/he is eligible.

### 9.3 Sick Leave

 At the beginning of each school year, each teacher shall be credited with ten (10) sick leave days. In addition, the unused portion of each teacher's sick leave shall accumulate from year to year to a maximum of thirty (30) days.

It is clearly understood that sick day adjustment to meet the 30 day maximum will occur upon the completion of each school year. Therefore, some individual teachers could begin a school year with a bank of forty (40) sick days.

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

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

### 2. Sick leave may be used for:

- a. Bona fide incapacity to report for and discharge duties, including disabilities relating to pregnancy.
- providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible, Time beyond two days is subject to administrative review.

- c. Emergency visits to doctor or clinic.
- 3. Any teacher whose personal, spouse's or child's illness extends beyond the period compensated will be granted a leave of absence without pay, but with increment, for such time as is necessary for complete recovery. to a maximum of one year. Upon return from leave, a teacher shall be assigned to the same or similar position. providing a vacancy exists. In cases where there is reason to believe that the period of absence will be such as to work a hardship on the educational program of the pupils, the Superintendent of Schools may place the teacher on an involuntary leave of absence without pay or increment.
- 9.4 For purposes of determining involuntary leave, the Superintendent, with the approval of the Board and upon notice to the Association, may make a written request requiring a teacher to provide the results of a physical/mental examination from his/her doctor.

If the Board is not satisfied with this report, the Board, upon notice to the Association, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

- 9.5 Each school year teachers will be granted the following:
  - a. One (1) unquestioned Professional Leave day. Except in cases of extreme emergency or circumstances beyond the teacher's control, absences immediately before or after a holiday will not be valid under this section. Prior notice, when possible, will be given.
  - b. One (1) day for personal business which cannot normally be taken care of after regular school hours. A teacher wishing to use their Personal Business day must state the reason for its use and receive prior approval from their principal. Personal Leave, except for emergencies beyond the control of the teacher, shall not be granted for absences immediately before or after a holiday, vacations, or the first and last day of the school year for teachers.
    - It is also understood that Personal Business days cannot be used for recretional travel/pursuits, other employment, social functions, Association business, and gaming activities (hunting, fishing, etc.).
  - c. The use of Professional and Personal Business days shall be limited to eight (8) teachers on any given date. If the Board receives more than eight (8) requests for a given date, the first 8 requests will be honored.
  - d. Each Professional and Personal Leave day not used by a teacher during a given school year may be added to their accumulated sick leave bank or turned in for the current substitute teacher's per diem rate.

### 9.6 Bereavement Leave

In case of the death of a close relative up to five (5) days will be allowed the teacher to attend the funeral. The five days, including travel, will be three (3) days from bereavement leave plus two (2) days from personal or sick leave. Close relative is interpreted to mean grandparents, grandparents-in-law, grandchildren, parents, spouse, father-in-law, mother-in-law, children, brother, sister, fiancee, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, or any other member of the immediate household.

### 9.7 Jury Duty/Testimony

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

### 9.8 Unpaid Leaves of Absence

The granting of leaves for such reasons as advanced study, exchange teaching, job exploration, political office, personal, etc. may be granted at the sole discretion of the Board.

- 1. Teachers granted such leave will accrue one (1) year of seniority while on such leave.
- 2. During the leave, the teacher will not lose any previously accumulated sick days or tenure status, additional sick days will not accrue while on such leave.
- 3. Upon returning, the teacher will be placed on the same step of the salary schedule as the teacher was on at the time the leave was granted. No additional salary step will accrue during the leave.
- 4. Teachers granted such leave will have full return rights for the next school year provided there is a position which the teacher is certified and qualified to teach. Also the provisions of Article 13 shall apply.
- 5. Requests for such leave will be submitted in writing to the Board by May 1.
- 6. Intent to return following the leave must be submitted to the Board in writing by April 1.

### 9.9 Association Leave

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

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

An additional four (4) days may be used by the Association, as mutually agreed upon by the Association President and Superintendent, for in-service workshops

conducted for the improvement of curriculum, classroom instruction or similar activities to improve the teaching performances of the teacher.

- 9.10 In case of extreme and unusual illness; the Board and the Association may set up a committee of not more than three (3) members each for the purpose of establishing a bank of sick leave days to be used by a teacher with extreme or unusual illness. The committee would have the authority to approve a sick leave bank up to a maximum of thirty (30) sick leave days subject to the following:
  - a. Such days are accrued by voluntary donations of sick leave days from individual teachers.
  - b. The payment will terminate at the point the involved teacher is eligible for long-term disability, worker's compensation or other payments.
  - c. The provisions of Article 9.10 are not subject to the provisions of the grievance procedure.

### **ARTICLE 10 - ACADEMIC FREEDOM**

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

### **ARTICLE 11 - TEACHER EVALUATION**

11.1 Classroom observation of the work performance of a teacher shall be conducted with the full knowledge and prior notice to the teacher.

### 11.2 Probationary Teachers

- 1. The Administration shall organize an annual program of evaluation for all probationary teachers directed toward helping the teacher succeed in his/her respective assignment. This program of evaluation shall be uniform throughout the district and shall include an Individualized Development Plan (IDP). The administration shall develop this IDP in consultation with the probationary teacher.
- 2. The IDP shall set forth the specific goals to be met by the teacher during the school year and the actions to be taken by the teacher in reaching those goals. These goals and actions must be consistent with the criteria for evaluation contained in the probationary teacher evaluation form.
- 3. Two formal written evaluations of probationary teachers shall be made by the principal, assistant principal or assigned supervisor in each probationary year. The affected teacher shall receive a copy of each written evaluation.
- 4. The first written evaluation shall be completed and forwarded to the Superintendent no later than one hundred (100) calendar days following the effective date of employment.
- 5. Any decision to terminate prior to the conclusion of the probationary period or any determination resulting in the denial of tenure must be directly related to the teacher's failure to achieve the goals specified in the IDP, observation(s), or the evaluation process.
- 6. In the event that a probationary teacher is discontinued in employment, the Board will advise the teacher and the Association of the reason thereof, in writing.
- 7. New hires placed on probation, having attained tenure status in Michigan, but outside of the St. Louis Community Schools, will receive two (2) written evaluations as provided in #3 above.

### 11.3 Tenure Teachers

- 1. The administration shall be responsible for a cyclical program of evaluation for all tenured teachers directed toward helping the teacher succeed in his/her respective assignment. Each tenured teacher shall be formally evaluated once every two (2) years of continuous employment.
- If, for a valid reason, the school administrator fails to complete an evaluation during its scheduled cycle, the evaluation may be done the following year upon notice to the teacher and the Association.
- 2. The total evaluation process for any individual teacher shall be completed during one-half of a school year unless extenuating circumstances occur.
- 3. The evaluator will conduct a minimum of two and a maximum of four formal classroom observations which will be a minimum of thirty minutes in duration.
- 4. A pre-evaluation conference between the evaluator and the evaluatee will be held a minimum of one week prior to the first formal classroom observation.

- 5. A post-evaluation conference will be held between the administrator and the teacher within ten (10) school days subsequent to the final formal observation. Extenuating circumstances may necessitate an extension of this timeline. At said conference, a discussion including but not limited to the following areas will take place between the evaluator and evaluatee: the conclusions of the evaluator, the reactions of the teacher, and a plan of action if applicable (goals).
- 6. If there is any item marked "unsatisfactory" on the written evaluation, the administrator conducting the evaluation must write out specifically what the areas of concern are.
- 7. Should the teacher receive an unsatisfactory evaluation, he/she must be given an Individualized Development Plan (IDP) that is developed in consultation with the teacher. The IDP shall set forth the specific goals to be met by the teacher during the ensuing school year and the steps or actions necessary to reach those goals. The goals and actions stated in the IDP must be consistent with the criteria for evaluation contained in the tenure teacher evaluation form.
- 11.4 A teacher who disagrees with an observation, recommendation or evaluation may submit a written statement which shall be attached to the file copy of the evaluation. The teacher may also submit any concerns to the Superintendent of Schools and request a re-evaluation.

### **ARTICLE 12 - PROFESSIONAL BEHAVIOR**

- 12.1 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.
- 12.2 A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. It shall be the responsibility of the teacher to inform the Board or its representative that he/she desires an Association representative to be present.
- 12.3 All information forming the basis for disciplinary action will be made available to the teacher and to the Association.

# ARTICLE 13 - REDUCTION IN BARGAINING UNIT MEMBERS (LAYOFF AND RECALL PROCEDURE)

### 13.1 Seniority

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

### 13.2 Layoff

Necessary reduction of bargaining unit members - LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic resources and facilities available to the Board of Education as provided by the public and the State of Michigan and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

- 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
- 2. In order to promote an orderly reduction in bargaining unit members when the educational program and curriculum is curtailed, the following procedure will be used:
  - a. The Superintendent shall notify all bargaining unit members who may be affected by the layoff procedure and may discuss possible assignments with those who might be retained.
  - b. In the event bargaining unit members must be laid off, layoff will be based on:
    - (1) Seniority
    - (2) Certification
    - (3) Teaching majors and minors
    - (4) Qualifications

Qualifications shall be defined as follows:

(a) In order to be qualified for grades K-6, a teacher must have certification for that level.

- (b) In order to be qualified for grades 7-8, a teacher must have certification for that level and a major or minor in the specific subject to be taught.
- (c) In order to be qualified for the grades 9-12, a teacher must have certification for that level, a major or minor in the specific subject to be taught, and meet the requirements of the North Central Association of Colleges and Schools.
- (d) In special subject areas such as vocal music, instrumental music, art, special education, physical education, or any program with specific requirements a teacher to be qualified must meet the specific certification requirements for that program and any specific instructional requirements of the program (at times state and federally funded programs have specific program requirements).
- (e) A teacher currently teaching outside of their major/minor area of study will be considered to be teaching in their major area for that particular assignment only. For example, a seniority teacher currently assigned to teach eighth grade mathematics but not having a mathematics major could not bump another mathematics teacher.
- 3. It is expressly understood that at times because of the size of the school system, bargaining unit members retained may have to teach some subjects outside of their major or minor preparation area to complete a full teaching load.
- 4. It is expressly understood that the Association shall have a right to review the layoff list prior to official notification from the Board of Education to the bargaining unit member(s) to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than five (5) working days after the receiving of the layoff list by the Association.

### 13.3 Recall Procedure:

- 1. Openings shall be offered first to the most seniored laid off bargaining unit member who is certified and qualified as defined in article 13.2/2B-4.
- The Board will give notice of recall by certified mail, return receipt requested, to the last address listed with it by the teacher. It is the responsibility of the teacher to notify the Board of any change of address. Within fifteen calendar days of notice of receipt of mailing of said notice the laid off teacher must respond to the notice as to his/her intent to return on the date indicated. For failure to respond to the notice or to report for work as requested the Superintendent will institute proceedings to determine if the teacher has abandoned the right to a position pursuant to the Michigan Teacher Tenure Act unless an extension of time has been granted by the Board. Such extensions of time are granted at the sole discretion of the Board and under terms and

condition as specified by the Board. All laid off teachers shall retain recall rights for three (3) years from the effective date of layoff.

- 3. No teacher will be hired by the Board while teachers who are qualified, properly certified, and meet the requirements of the school district accrediting agencies are on layoff.
- 4. Any reduction in bargaining unit members shall automatically terminate the individual employment contract of all laid off probationary and tenure bargaining unit members and shall suspend for the duration of the layoff any obligation of the Board to pay salary or fringe benefits of the laid off bargaining unit member's individual contract or under this Master Agreement.
- 13.4 A laid off teacher may continue his/her health, dental and life insurance benefits by paying the normal monthly group rates premium for such benefit(s) to the Board if allowed by the insurance carrier.

### **ARTICLE 14 - CONTINUITY OF OPERATION**

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

### **ARTICLE 15 - SCHOOL CALENDAR**

- 15.1 School calendars are contained in Appendix A and will be adhered to without exception unless mutually agreed to by the parties.
- 15.2 Pursuant to Section 1526, PA 335 (1993), which establishes a new teacher induction and teacher mentoring process, new teachers may be required to work additional days from those established in Appendix A. No additional compensation will be granted for these days. For the purpose of implementing Section 1526, a day shall be defined as 2.5 hours.
- 15.3 To comply with State law, one (1) inservice day will be scheduled in 1997-98, two (2) inservice days will be scheduled in 1998-99, and three (3) inservice days will be scheduled in 1999-2000. Should the State change its inservice requirement, the parties will meet and mutually determine what calendar changes, if any, will be made.
- 15.4 The length of the student day and the calendars contained in Appendix A have been established specifically to comply with State Aid requirements to receive full student funding. If these requirements are changed, the parties will meet and negotiate mutually acceptable language to address the changes. In so doing, the parties agree that the length of the student day and the number of student days will reflect, as much as possible, the minimal amount to meet State funding requirements.
- 15.5 During December and June of each year, one (1) half day without students will be provided for exams and record keeping.

### **ARTICLE 16 - PROFESSIONAL COMPENSATION**

- 16.1 The basic salaries of teachers covered by the Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. In addition to the salary amounts set forth in Appendix B, each teacher will receive an off-schedule salary payment as set forth in Appendix C. The off-schedule salary amount will be added to the scheduled salary amount and paid through the regular bi-weekly pay system. The salaries, including off-schedule salary payments, of part time and alternative education teachers shall be in the same proportion as their work schedule is to the work schedule of a full time K-12 classroom teacher. New hires will not receive the off-schedule salary amount during their first year of employment.
- 16.2 A teacher shall be given up to seven (7) years of credit as evaluated by the Superintendent on the salary schedule set forth in Appendix B for years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. The Superintendent may allow credit on the salary schedule for experience in industry and business directly related to the teacher's assignment. The provisions of this Article are not applicable to teachers now employed by the Board.
- 16.3 Placement on the salary schedule shall be according to the teacher's academic standing at the beginning of each school year.
- 16.4 A teacher's hourly rate is to be determined by dividing his/her regular daily salary by six or seven (6 or 7). Salary adjustments shall be made on the basis of the teacher's contract. Deductions in salary will be made on a daily salary, determined by dividing the teacher's contract salary by teacher duty days.
- 16.5 Teachers involved in extra duty assignments set forth in Appendix B-2, B-3, and B-4 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation. In no case shall the extra duty schedule be considered part of the basic salary schedule.
- 16.6 As a result of fifteen (15) years of continuous service to the school district, a teacher, upon retirement, resignation or termination, shall be paid for accumulated sick leave at the rate of \$60.00 per day to a maximum of \$1200. Accumulated sick leave shall include all unused sick days that were frozen on January 1, 1976.

### **ARTICLE 17 - INSURANCE**

- 17.1 An application form must be completed by all teachers wanting to be insured or requesting changes in their coverage.
- 17.2 The Board shall make payment of insurance premiums for each employee to provide uninterrupted insurance coverage for each school year, ending August 31. Insurance coverage will become effective with the first day of employment, and prior to September 1st, if the teacher can demonstrate the absence of current insurance coverage.
- 17.3 Premiums are remitted to the insurance carrier each month commencing in September. For teachers completing the school year, premiums will be remitted for June, July, and August. A premium remitted to the insurance carrier in September is for insurance coverage for the month of October.
- 17.4 For teachers terminating their employment on or before the fifteenth of the month, no premium will be remitted to the insurance carrier that month. For example, a teacher terminating his/her employment on March 12 would not have a premium remitted on his/her behalf to the insurance carrier for insurance coverage for the month of April.
- 17.5 It is agreed that the Board will provide to all teachers the current Hospital-Medical Insurance program with the following changes (see Appendix D).

The changes are the following:

Prescriptions - Preferred Rx \$10.00 co-pay.

The Board will offset this co-pay by reimbursing each member \$100.00 in cash at the beginning of each school year.

The Board will add a mail order prescription drug rider. This rider will provide a co-pay equal to 50% of the member's regular co-pay as stated above. Quantity dispensed can be up to or equal to a 90 day supply, or the normal supply.

Add rider XVA-Z that would exclude voluntary abortions.

- 17.6 The Board shall pay the premium for supplemental life insurance for all teachers in the amount of \$40,000. In the event of accidental death or dismemberment, the insurance provided herein will pay double the amount.
- 17.7 Insurance premiums for part time and alternative education teachers will be prorated in the same proportion as their work schedule is to the work schedule of a full time K-12 classroom teacher.
- 17.8 The Board shall contribute only once for medical-hospitalization insurance for each family. For example, the Board will not contribute twice the monthly premium if both husband and wife are employed by the Board.
- 17.9 The Board agrees to provide each teacher with the following long term disability insurance program.

- 1. Benefits up to seventy (70%) percent of contractual salary to take effect thirty (30) non-consecutive work days from the first date of disability; said benefits would continue to the end of the current contract year.
- 2. Benefits shall continue beyond the contract year at the rate of sixty (60%) percent of the contractual salary of the year in which the disability occurred according to the terms and conditions of the carrier.
- 3. No pre-existing conditions.
- 17.10 The Board shall provide MEBS Dental and Vision Care Programs for all teachers as per coverage schedule in MEBS publication available in the central office.
- 17.11 The parties agree that the Board will have the authority to change carriers for life, vision, L.T.D., and dental, provided that, specifications and benefit levels are the same or exceed those of the current plan. The Association's negotiation team has the right to review and approve any changes.
- 17.12 Teachers will receive full fringe benefits, without cost, if their teaching assignment is reduced.
- 17.13 The employer shall provide a monthly cash option in lieu of health benefits. The Cash amount shall be equal to \$100 per month or \$1200 per year. The Employer shall also formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member must enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

### **ARTICLE 18 - SPECIAL AND STUDENT TEACHING ASSIGNMENTS**

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

### **ARTICLE 19 - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- 19.1 It shall be the Board's responsibility to provide an atmosphere in each building that will give support and assistance to teachers that will enable them to maintain control and discipline in the classroom.
- 19.2 The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property sustained by the teacher while on duty due to pupil negligence or while enforcing or maintaining pupil discipline and order during school hours or at school activities. No claims shall be made for payment under this article for claims less than \$20.00 or for claims in excess of \$350.00. However, the Board agrees to a payment of up to \$500.00 of the deductible amount on auto or other insurance carried by the teacher. Such claims shall be presented to the Superintendent or his/her designated representative for review and recommendation of payment.
- 19.3 Citizens of the school district are encouraged to visit the schools and classrooms to observe the work of students, teachers and employees. In order to assure that there are no distractions or interruptions of classroom instruction, visitors are to report to the Building Principal's office first to receive authorization to visit elsewhere in the building. The teacher has responsibility to provide meaningful instruction to all of the students assigned to her/him. Therefore, visitations to classrooms shall be scheduled and planned by the Principal and teacher at a time least disruptive to the instruction of the students. Visitations are not to be used for the discussion of educational issues of a personal nature or at the expense of the teacher's responsibility to all of the students. The Principal shall be present in the classroom during the visitation if the teacher so requests.
- 19.4 Persons wishing to discuss educational issues of a personal nature with a teacher shall make arrangements with the teacher to meet at a time when the teacher is not engaged in classroom responsibilities or when the teacher is engaged in student supervision.

#### **ARTICLE 20 - PROFESSIONAL GRIEVANCE PROCEDURE**

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

the Superintendent or his/her designated representative shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in which the grievance arose, and place a copy of the same in a permanent file in his/her office.

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

barred. There is no obligation of the Association to become a party to a grievance and the Association may drop itself from the proceedings at any time.

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

#### **ARTICLE 21 - MISCELLANEOUS PROVISIONS**

- 21.1 Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 21.2 To permit effective planning of educational programs, teachers will be asked each year to express their intention to return to their positions in the school district for the following school year. Such "Letters of Intent" are not contracts and are not binding, but indicate the teachers' plans at the time of signing. "Letters of Intent" will be sent out on or about April 1 of each year with a requested return on or about April 15.
- 21.3 Teacher contracts of teachers hired after July 1, 1976 shall have the following clause added to their contract:

This contract may be terminated by the Board due to a necessary reduction in personnel upon a minimum of thirty (30) calendar days written notice by means of certified mail to the teacher's last known place of residence.

- 21.4 Communications to the Association shall be addressed to the President of the St. Louis Education Association/MEA/NEA except as provided elsewhere in this Agreement.
- 21.5 If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- 21.6 A committee shall be formed at the beginning of each school year, to be made up of three members appointed by the Board of Education and three members by the St. Louis Education Association. The committee shall explore ideas and projects to promote St. Louis Public Schools in the community. At least once each semester the committee shall report its recommendations to the Superintendent and the St. Louis Education Association President. The committee shall further aid the administration and St. Louis Education Association in carrying out public relations projects which they mutually support.

#### **ARTICLE 22 - DURATION**

- 22.1 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement and whether or not within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.
- 22.2 At least 150 calendar days prior to the expiration of this Agreement, the parties will open negotiations for a new Agreement covering wages, hours, terms and conditions of employment for the bargaining unit.
- 22.3 This Agreement shall be effective June 30, 1997 and shall continue in effect up to and including June 30, 2000.

Education Association	Board of Education
By Mike McCloskey, President	By Mayer Its President
By Mike Allen, Negotiator	By Philip & Hoyt  He Vice President
By Mini 19 Anna Brown Pam Hanson-Bender, Negotiator	By Secretary Stresswell
By Keve Cantrell, Negotiator	By Treasurer
By Kathy Duty is Kathy Hutile, Negotiator	By Charlie A. Smith Member
By Steve Kelly, Negotiator	By Elmi W. Bron Member
	By Joe D. Walcomb  Member

#### **ARTICLE 23 - EARLY RETIREMENT INCENTIVE**

- 23.1 An early retirement incentive program will be available to teachers. Teachers must be fully vested with the Michigan School Employee Retirement Program and eligible to receive full retirement benefits.
- 23.2 Upon meeting the said qualifications contained in 23.1 teachers can activate their option to participate in the early retirement incentive program governed by the following conditions:
  - 1. Teachers must have taught a minimum of ten (10) consecutive years from the St. Louis Public Schools immediately prior to retirement.
  - 2. Eligibility begins upon being fully vested and eligible to receive full retirement benefits.
  - 3. No later than March 1 of the current school year a voluntary letter of resignation be submitted to the St. Louis Board of Education.
  - 4. The early retirement incentive program is limited to a maximum of four (4) teachers per year unless waived by the St. Louis Board of Education. Application date accompanied with a letter of resignation govern the acceptance to participate in the program. Applicants in excess of four (4) and not waived by the Board of Education would be considered the first applicants for the next year with full first year eligibility rights.
  - 5. The Board of Education and/or Administrators are not responsible for determining eligibility nor informing employees of their status for participation in the program. The employee must inquire with the Michigan School Employees Retirement System to verify years of service and eligibility requirements.
  - 6. Payment to be made in a one time payment no later than January 15 and no earlier than January 2 following retirement. Payment will be made either as a Board of Education annuity or as a cash payment.
  - 7. The maximum lifetime benefits for participating in the program is \$10,000. Payment schedule is as follows:
    - A. Participation in the early retirement incentive program during the first year of eligibility would be a one time payment of \$10,000. There would not be any compensation or benefits in future years.
    - B. Participation in the early retirement incentive program during the second year of eligibility would be a one time payment of \$7,500. There would not be any compensation or benefits in future years.
    - C. Participation in the early retirement incentive program during the third year of eligibility would be a one time payment of \$5,000. There would not be any compensation or benefits in future years.
    - D. Beyond the third year of eligibility NONE.

#### ARTICLE 24 - ADDITIONAL COMPENSATION FOR EXTRA DUTY

- 24.1 Extra duty shall be defined as a service of an extended or extensive nature which is performed by teachers in addition to the regular contractual assignments. All vacancies in extra duty positions will be posted for ten days prior to being filled. When possible, said postings shall occur in the Spring and filled by the end of the current school year. Contract riders will be issued annually without provision for tenure.
- 24.2 Teachers shall not be required to accept extra duty assignments.
- 24.3 Qualified applicants from the bargaining unit will have an equal opportunity to apply for all extra work/extra pay positions. If a qualified applicant from the bargaining unit does not apply, the position may be filled by a person outside of the bargaining unit.
- 24.4 The compensation for teachers accepting extra duty assignments shall be found in Appendix B-2, B-3 and B-4. When compensation is established as a percent of the B.A. salary schedule, the step on said salary schedule for the purposes of determining compensation for teachers accepting extra duty assignments shall be based on the number of years experience a teacher has obtained in directing the specific sport or activity in the St. Louis Schools; credit will also be granted for experience in that specific sport or activity obtained from another school district or a source other than a school district. Experience credit will be granted through step 7 of the B.A. salary schedule. Coaches who were grandfathered in the previous contract and were being paid on a level higher than step 7 will continue on their step.
- 24.5 The increment steps shall correspond to the number of years which the person has served in a particular extra-pay job up to the maximum allowed. Personnel who have previously held an extra-duty assignment shall be given credit on this schedule for past experience if they return to the assignment within three (3) years or coached said sport in another district. A person who holds more than one extra-duty position shall be entitled to increments for each of those assignments for which increments are normally given.
- 24.6 A person who moves from an assignment to a similar assignment of a lower or higher rank will be credited for the number of years experience at the original assignment.
- 24.7 If any teacher holding an extra work/extra pay position is not going to be re-hired for the following school year, the teacher shall be notified in writing of the reasons for removal from the position no more than 45 days from the end of the season or 45 days prior to the end of the school year, whichever is applicable. Should the teacher disagree with the stated reasons for dismissal he/she may appeal said dismissal to the Superintendent and/or the Board of Education.
- 24.8 A person may not coach two varsity sports simultaneously. Golf and cross-country teams are made up of boys and girls but are classified as one position per sport.

- 24.9 If the CSAA sport/activity does not have enough participants to compete in sanctioned meets/games, the sport/activity may be dropped for that season. Salary will be pro-rated for service rendered prior to the dropping of the sport/activity.
- 24.10 All clinic/professional improvement day(s) for advisors/coaches must be approved by the athletic directors and building administrator.
- 24.11 Registration fees for approved coaching clinics, not to exceed \$100 per registration, will be paid by the district. Coaches will be responsible for all other expenses.

## APPENDIX A 1997-98 SCHOOL CALENDAR

## **Vacation & Conference Dates**

First Day Teachers/Inservice	August 21, 1997
First Day Students	August 25, 1997
Labor Day - No School	September 1, 1997
Parent/Teacher Conferences - No Students	October 21, 1997
Parent/Teacher Conferences - Half Day	October 23, 1997
Thanksgiving	November 27-30, 1997
Exams/Records - Half Day for Students	December 19, 1997
Christmas Recess	December 22-January 2, 1998
Inservice - No Students	February 16, 1998
Parent/Teacher Conferences - No Students	March 19, 1998
Spring Break	March 30-April 3, 1998
Good Friday	April 10, 1998
Memorial Day	May 25, 1998
Exams/Records - Half Day for Students	June 4, 1998
Last Day of School - Teachers	June 5, 1998

	Teachers	<u>Students</u>
August	6	5
September	21	21
October	23	22
November	18	18
December	15	15
January	20	20
February	20	19
March	20	19
April	18	18
May	20	20
June	5	4
	186	181

## APPENDIX A 1998-99 SCHOOL CALENDAR

## **Vacation & Conference Dates**

First Day Teachers/Inservice	August 24, 1998
First Day Students	August 25, 1998
Labor Day - No School	September 7, 1998
Parent/Teacher Conferences - No Students	October 20, 1998
Parent/Teacher Conferences - Half Day	October 22, 1998
Thanksgiving	November 26-27, 1998
Exams/Records - Half Day for Students	December 22, 1998
Christmas Recess	December 23-January 1, 1999
Inservice - No Students	February 15, 1999
Parent/Teacher Conferences - No Students	March 18, 1999
Good Friday	April 2, 1999
Spring Break	April 5-9, 1999
Memorial Day	May 31, 1999
Exams/Records - Half Day for Students	June 3, 1999
Last Day of School - Teachers	June 4, 1999

	Teachers	Students
August	6	5
September	21	21
October	22	21
November	19	19
December	16	16
January	20	20
February	20	19
March	23	22
April	16	16
May	20	20
June	4	3
	187	182

### APPENDIX A 1999-2000 SCHOOL CALENDAR

## **Vacation & Conference Dates**

Frist Day Teachers/Inservice	August 23, 1999
Frist Day Students	August 24, 1999
Labor Day - No School	September 6, 1999
Parent/Teacher Conferences - No Students	October 26, 1999
Parent/Teacher Conferences - Half Day	October 28, 1999
Deer Day - No School	November 15, 1999
Thanksgiving	November 25-26, 1999
Exams/Records - Half Day for Students	December 23, 1999
Christmas Recess	December 24-31, 1999
Mid-Winter Break	February 18, 2000
Inservice - No Students	February 21, 2000
Parent/Teacher Conferences - No Students	March 16, 2000
Spring Break	March 27-31, 2000
Good Friday	April 21, 2000
Memorial Day	May 29, 2000
Exams/Records - Half Day for Students	June 6, 2000
Last Day of School - Teachers	June 7, 2000

	Teachers	Students
August	7	6
September	21	21
October	21	20
November	19	19
December	17	17
January	21	21
February	20	19
March	18	17
April	19	19
May	22	22
June	5	4
	101	100
	191	186

APPENDIX B-1 1997-98 Salary Schedule (2.25% increase)

Index	Step	BA 1	BA+20 1.025	MA(1) 1.045	MA(2) 1.07	EDS 1.08
1	0	27867	28564	29121	29818	30096
1.025	0.5	28564	29278	29849	30563	30849
1.05	1	29260	29992	30577	31309	31601
1.075	1.5	29957	30706	31305	32054	32354
1.1	2	30654	31420	32033	32799	33106
1.125	2.5	31350	32134	32761	33545	33858
1.15	3	32047	32848	33489	34290	34611
1.175	3.5	32744	33562	34217	35036	35363
1.2	4	33440	34276	34945	35781	36116
1.225	4.5	34137	34991	35673	36527	36868
1.25	5	34834	35705	36401	37272	37620
1.275	5.5	35530	36419	37129	38018	38373
1.3	6	36227	37133	37857	38763	39125
1.325	6.5	36924	37847	38585	39508	39878
1.35	7	37620	38561	39313	40254	40630
1.375	7.5	38317	39275	40041	40999	41382
1.4	8	39014	39989	40769	41745	42135
1.425	8.5	39710	40703	41497	42490	42887
1.45	9	40407	41417	42225	43236	43640
1.475	9.5	41104	42131	42953	43981	44392
1.5	10	41801	42846	43682	44727	45145
1.525	10.5	42497	43560	44410	45472	45897

1.55	11	43194	44274	45138	46217	46649
1.575	11.5	43891	44988	45866	46963	47402
1.6	12	44587	45702	46594	47708	48154
1.65	16	45981	47130	48050	49199	49659
1.7	20	47374	48558	49506	50690	51164
1.8	24	50161	51415	52418	53672	54173

APPENDIX B-1 1998-99 Salary Schedule (2.25% increase)

Index	Step	BA 1	BA+20 1.025	MA(1) 1.045	MA(2) 1.07	EDS 1.08
1	0	28494	29206	29776	30489	30774
1.025	0.5	29206	29937	30521	31251	31543
1.05	1	29919	30667	31265	32013	32312
1.075	1.5	30631	31397	32009	32775	33082
1.1	2	31343	32127	32754	33537	33851
1.125	2.5	32056	32857	33498	34300	34620
1.15	3	32768	33587	34243	35062	35390
1.175	3.5	33480	34317	34987	35824	36159
1.2	4	34193	35048	35731	36586	36928
1.225	4.5	34905	35778	36476	37349	37698
1.25	5	35618	36508	37220	38111	38467
1.275	5.5	36330	37238	37965	38873	39236
1.3	6	37042	37968	38709	39635	40006
1.325	6.5	37755	38698	39454	40397	40775
1.35	7	38467	39429	40198	41160	41544
1.375	7.5	39179	40159	40942	41922	42314
1.4	8	39892	40889	41687	42684	43083
1.425	8.5	40604	41619	42431	43446	43852
1.45	9	41316	42349	43176	44208	44622
1.475	9.5	42029	43079	43920	44971	45391
1.5	10	42741	43810	44664	45733	46160
1.525	10.5	43453	44540	45409	46495	46930

1.55	11	44166	45270	46153	47257	47699
1.575	11.5	44878	46000	46898	48020	48468
1.6	12	45590	46730	47642	48782	49238
1.65	16	47015	48190	49131	50306	50776
1.7	20	48440	49651	50620	51831	52315
1.8	24	51289	52571	53597	54879	55392

APPENDIX B-1 1999-2000 Salary Schedule (2.25% increase)

Index	Step	BA 1	BA+20 1.025	MA(1) 1.045	MA(2) 1.07	EDS 1.08
1	0	29135	29863	30446	31174	31466
1.025	0.5	29863	30610	31207	31954	32252
1.05	1	30592	31357	31968	32733	33039
1.075	1.5	31320	32103	32730	33513	33826
1.1	2	32049	32850	33491	34292	34612
1.125	2.5	32777	33596	34252	35071	35399
1.15	3	33505	34343	35013	35851	36186
1.175	3.5	34234	35089	35774	36630	36972
1.2	4	34962	35836	36535	37409	37759
1.225	4.5	35690	36583	37296	38189	38546
1.25	5	36419	37329	38058	38968	39332
1.275	5.5	37147	38076	38819	39747	40119
1.3	6	37876	38822	39580	40527	40906
1.325	6.5	38604	39569	40341	41306	41692
1.35	7	39332	40316	41102	42086	42479
1.375	7.5	40061	41062	41863	42865	43265
1.4	8	40789	41809	42625	43644	44052
1.425	8.5	41517	42555	43386	44424	44839
1.45	9	42246	43302	44147	45203	45625
1.475	9.5	42974	44048	44908	45982	46412
1.5	10	43703	44795	45669	46762	47199
1.525	10.5	44431	45542	46430	47541	47985

1.55	11	45159	46288	47191	48320	48772
1.575	11.5	45888	47035	47953	49100	49559
1.6	12	46616	47781	48714	49879	50345
1.65	16	48073	49275	50236	51438	51919
1.7	20	49530	50768	51758	52997	53492
1.8	24	52443	53754	54803	56114	56638

#### **APPENDIX B-2**

#### EXTRA PAY FOR EXTRA WORK

High School Band			6%		
(expected to	perform at local ci	vic functions)			
High School Vocal M (expected to	usic perform at local ci	vic functions)	4%		
Summer Band (if this (if this Debate Quiz Bowl Forensic Musical National Honor Socie Plays High School (e Student Council High Pep Club Advisor Annual FHA Advisor FFA Advisor	is in charge of on ety ach play)		\$1500 \$ 950 each 3% 3% 4% 4% 4% 4% 4% 5% 4%		
Summer Agriculture	10% of teacher's	salary for six week summ	ner Ag. program.		
Driver Education	1997-98 1998-99 1999-2000	\$17.50/hr \$18.00/hr \$18.50/hr			
Chaperons Spectator Busses \$20 High School Mixers \$20					

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

(Teachers will still be required to do these)

\$25.00

**Formal Dances** 

### **APPENDIX B-3**

# COACHING SCHEDULE HIGH SCHOOL

Athletic Director	12%
Assistant Athletic Director	8%
Football	
Head	10%
All Assistants	6%
Boy's Basketball	
Head	10%
Junior Varsity	6%
Freshman	6%
Girl's Basketball	370
Head	10%
Junior Varsity	6%
Freshman	6%
Baseball	370
Head	8%
All Assistants	5%
Boy's Track	073
Head	8%
All Assistants	5%
Girl's Track	
Head	8%
All Assistants	5%
Wrestling	
Head	10%
All Assistants	6%
Volleyball	
Head	10%
All Assistants	6%
Softball	
Head	8%
All Assistants	5%
Cross Country	8%
Golf	6%
Cheerleading Coach/Advisor (High School)	8%
Pom Pon Coach/Advisor (High School	8%

APPENDIX B-4

# EXTRA PAY FOR EXTRA WORK AND COACHING SCHEDULE MIDDLE SCHOOL

Middle School Band (expected to perform at local	civic functions) 97-98	98-99	4% 99-00
Plays (each play if public)	\$550	\$600	\$650
Student Council	\$550	\$600	\$650
Activities Coordinator	\$1450	\$1500	\$1550
Spirit Squad Advisor	\$675	\$725	\$775
Basketball Boys and Girls Eighth Grade Seventh Grade	\$1025 \$1025	\$1075 \$1075	\$1125 \$1125
Track Boys Girls Cross Country	\$800 \$800 \$475	\$850 \$850 \$525	\$900 \$900 \$575
Wrestling	\$1025	\$1075	\$1125
Volleyball Eighth Grade Seventh Grade	\$800 \$800	\$850 \$850	\$900 \$900

All dollar amounts will be increased by \$50.00 each year of the agreement beginning with the 1997-98 school year.

APPENDIX C-1 1997-98 Off-Schedule Salary Compensation (.75% off schedule)

index	Step	BA 1	BA+20 1.025	MA(1) 1.045	MA(2) 1.07	EDS 1.08
1	0	204	209	213	218	220
1.025	0.5	209	214	219	224	226
1.05	1	214	220	224	229	231
1.075	1.5	219	225	229	235	237
1.1	2	224	230	234	240	242
1.125	2.5	230	235	240	246	248
1.15	3	235	240	245	251	253
1.175	3.5	240	246	250	256	259
1.2	4	245	251	256	262	264
1.225	4.5	250	256	261	267	270
1.25	5	255	261	266	273	275
1.275	5.5	260	267	272	278	281
1.3	6	265	272	277	284	286
1.325	6.5	270	277	282	289	292
1.35	7	275	282	288	295	297
1.375	7.5	281	288	293	300	303
1.4	8	286	293	298	306	308
1.425	8.5	291	298	304	311	314
1.45	9	296	303	309	317	319
1.475	9.5	301	308	314	322	325
1.5	10	306	314	320	327	330
1.525	10.5	311	319	325	333	336

1.55	11	316	324	330	338	341
1.575	11.5	321	329	336	344	347
1.6	12	326	335	341	349	353
1.65	16	337	345	352	360	364
1.7	20	347	355	362	371	375
1.8	24	367	376	384	393	397

APPENDIX C-1 1998-99 Off-Schedule Salary Compensation (.75% off schedule)

Index	Step	BA 1	BA+20 1.025	MA(1) 1.045	MA(2) 1.07	EDS 1.08
1	0	209	214	218	224	226
1.025	0.5	214	220	224	229	231
1.05	1	219	225	229	235	237
1.075	1.5	225	230	235	240	243
1.1	2	230	236	240	246	248
1.125	2.5	235	241	246	252	254
1.15	3	240	246	251	257	260
1.175	3.5	246	252	257	263	265
1.2	4	251	257	262	268	271
1.225	4.5	256	262	268	274	277
1.25	5	261	268	273	280	282
1.275	5.5	266	273	278	285	288
1.3	6	272	278	284	291	293
1.325	6.5	277	284	289	296	299
1.35	7	282	289	295	302	305
1.375	7.5	287	295	300	307	310
1.4	8	293	300	306	313	316
1.425	8.5	298	305	311	319	322
1.45	9	308	311	317	324	327
1.475	9.5	308	316	322	330	333
1.5	10	314	321	328	335	339
1.525	10.5	319	327	333	341	344
1.55	11	324	332	339	347	350

1.575	11.5	329	337	344	352	356
1.6	12	334	343	349	358	361
1.65	16	345	353	360	369	372
1.7	20	355	364	371	380	384
1.8	24	376	386	393	403	406

APPENDIX C-1 1999-2000 Off-Schedule Salary Compensation (.75% off schedule)

Index	Step	ВА	BA+20	MA(1)	MA(2)	EDS
,		1	1.025	1.045	1.07	1.08
1	0	214	219	224	229	231
1.025	0.5	219	225	229	235	237
1.05	1	225	230	235	240	243
1.075	1.5	230	236	240	246	248
1.1	2	235	241	246	252	254
1.125	2.5	241	247	252	258	260
1.15	3	246	252	257	263	266
1.175	3.5	251	258	263	269	272
1.2	4	257	263	268	275	277
1.225	4.5	262	269	274	281	283
1.25	5	268	274	280	286	289
1.275	5.5	273	280	285	292	295
1.3	6	278	285	291	298	300
1.325	6.5	284	291	296	303	306
1.35	7	289	296	302	309	312
1.375	7.5	294	302	307	315	318
1.4	8	300	307	313	321	324
1.425	8.5	305	313	319	326	329
1.45	9	310	318	324	332	335
1.475	9.5	316	324	330	338	341
1.5	10	321	329	335	343	347

1.525	10.5	326	335	341	349	352
1.55	11	332	340	347	355	358
1.575	11.5	337	345	352	361	364
1.6	12	342	351	358	366	370
1.65	16	353	362	369	378	381
1.7	20	364	373	380	389	393
1.8	24	385	395	403	412	416

