

6/30/68

*St. Johns*  
*(8)*

*St. Johns Board of Education*

AGREEMENT

Between the

ST. JOHNS BOARD OF EDUCATION

and the

ST. JOHNS EDUCATION ASSOCIATION

COVERING THE PERIOD

from

September 1, 1967

to

June 30, 1968

*MEA*  
*1216 Kendale*  
*E. Lansing, MI*  
*48823*

## AGREEMENT

This agreement is made and entered into this 1st day of September, 1967, by and between the Board of Education of the St. Johns School District of Clinton and Gratiot Counties, Michigan, hereinafter called the "Board" and the St. Johns Education Association hereinafter called the "Association"

### WITNESSETH

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

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

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

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

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

## NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-69 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that they are clothed with the authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of an agreement between the two parties.

## RECOGNITION

A. The Board hereby recognizes the St. Johns Education Association as the exclusive bargaining representative for all teaching personnel under contract, excluding: Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, and Business Manager. The term "Teacher" so used hereinafter in this agreement, shall refer to all employees in the bargaining unit as above defined.

B. The Board agrees not to negotiate terms and conditions of employment with any teachers organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been informed of the grievance and has been given an opportunity to be present at such adjustments.

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## DUES DEDUCTION

A. The Board agrees to deduct from teachers' salaries, dues for the SJEA, the Michigan Education Association or the National Education Association, or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the appropriate Associations.

B. The SJEA shall certify to the Board in writing the current rate of membership dues for each of the Associations named in Section A above. If any of said Associations shall change the rate of its membership dues, the SJEA shall give the Board thirty days written notice prior to the effective date of such change.

C. Deductions referred to in Section A above will be made in 20 equal installments.

D. Each employee shall provide the payroll department with an authorization to deduct professional dues by the Friday of the first week of school. The SJEA will provide proper forms. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section A. Any teacher desiring to have the Board discontinue deductions he has previously authorized must notify the Board and the Association concerned in writing by September 1 of each year for the school year's dues.

## QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree and a valid teacher certificate, unless paragraph B. applies.
- B. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
- C. All teachers shall be given written notice of their class assignments and schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, an attempt will be made to notify all teachers affected. In no event will changes in teachers' class assignments and schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- D. Preference in making assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall be given to teachers regularly employed in the district.
- E. A secondary teacher shall not be required to accept a teaching assignment when that assignment requires more than three preparations unless agreed to by both the Board and the teacher. (except Vocational Education where it is necessary)
- F. A secondary teacher shall not be required to accept a change of teaching assignment if that assignment is in a field other than the teacher's major or minor field unless said teacher agrees to the change.

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## PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a permanent "Professional Study Committee" (PSC) composed of six (6) members, three (3) of whom shall be teachers selected by the Association and three (3) of whom shall be appointed by the Board.
- B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- E. A chairman shall be elected from within the six members by the six members.

## TEACHING CONDITIONS

Both parties recognize that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interests of the District as deemed administratively feasible.

A jointly established SJEA-Board committee shall be established to implement the use of teacher aids to relieve already existing high pupil-teacher ratios.

The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

The Board shall make available in each school a lounge and/or work-study room for the teachers. When practicable and possible, laboratory facilities exclusively for teacher use shall also be made available.

Private telephone facilities shall be made available to teachers for their reasonable use.

Adequate parking facilities shall be made available to teachers.

## TEACHING HOURS AND CLASS LOAD

- A. No teacher shall be required to report for duty earlier than twenty minutes before the opening of the pupils' regular school day in the morning. All teachers shall be permitted to leave at 4:00. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations which may be necessary with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.
- B. The normal weekly teaching load in the high school will be 25 teaching periods and five unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.
- C. The teaching load for the junior high school is being considered at this time and it will follow the same criteria of paragraph B.
- D. All teachers shall be entitled to a "duty free" uninterrupted lunch period of no less than forty minutes. Due to the nature of our rural situation an adequate solution is being considered by Mr. Nickel and a committee of rural teachers.
- E. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- F. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at 1/6 of his basic salary.
- G. A teacher engaged during the school day with any representative of the Board or participating in any professional grievance negotiation, mediation or arbitration shall be released from regular duties without loss of salary.

## DEPARTMENT CHAIRMEN

A. Any department comprised of three or more teachers shall have a department chairman who shall be appointed by the principal and approved by the Board. It is understood that the department chairmen are primarily classroom teachers but are given the additional task of assisting other teachers. At no time are department chairmen considered supervisory personnel.

B. The duties of department chairmen are outlined in the "Teacher's Manual."

C. Each department chairman will be appointed for a term not to exceed three years. At this time his/or her appointment will be renewed for another three years or a new department chairman will be appointed.

D. If the department chairman is relieved of his responsibilities as chairman before the expiration of his term, he may seek recourse through the grievance procedure.

E. Department chairman shall be selected for all departments as soon as they become eligible on the basis of the aforementioned criteria.

F. A department chairman shall receive 4%, based on (agreed upon base pay) for the first year a person is engaged in the activity. The percentage will be based upon the base each year plus the annual increment.

## PROFESSIONAL BEHAVIOR

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

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Educational Profession.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

E. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:

1. Careful daily preparation.
2. Attendance at staff meetings.
3. Participation in activities of the school such as:
  - (a) Open houses.
  - (b) P.T.A. meetings (may be excused by the principal for meritorious reasons only.)
  - (c) Reasonable attendance at public performances of children in plays, concerts, athletic activities, or other extra-curricular activities shall be encouraged.

## STUDENT DISCIPLINE AND TEACHER PROTECTION

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

## TEACHER EVALUATION

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least twice during the school year; tenure teachers may be evaluated at least once if possible and/or desirable.

B. Evaluations shall be conducted by the teacher's department head or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.

C. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

D. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association and provide for a hearing where requested.

E. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association should accompany the teacher in this review.

F. A joint committee of three members from the Board and three from the Association shall be established to formulate an evaluation form to be used throughout the system.

## SUMMER EMPLOYMENT

A. Realizing that thorough teacher preparation and planning, curriculum study and revision, research and summer classes are essential if quality education is to be offered, the Board may employ any faculty member who requests employment for the entire or any portion of the summer vacation period for the purpose of accomplishing the aforementioned tasks.

B. Faculty members seeking summer employment shall submit to the Board a description of the work to be pursued during the summer vacation period. The Board reserves the right to review a teacher's request for and description of the work. If, in the opinion of the Board, the teacher's project is not deemed in the interests of improving the quality of education, the request can be denied.

C. The Association realizes that a project of this nature can be prohibitive because of its financial burden. Therefore, the Association agrees to void this Article if Federal and/or Board funds cannot be obtained after a reasonable attempt has been made by the Board.

D. Any teacher employed during the summer vacation period shall be compensated with a salary prorated on his regular teaching salary.

E. Driver Education instructors shall be paid at a rate of \$130.00 per week.

## UNPAID LEAVES OF ABSENCE

A. A leave of absence of up to two years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; Provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

D. Maternity leave of up to five years shall be granted, commencing not later than the end of the fifth month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than 6 weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

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## INSURANCE PROTECTION

A. The Board agrees to furnish to all teachers the following insurance protection:

The Board of Education will subsidize each employee's health and accident insurance to the extent of \$10 per month, providing the employee's program exceeds this amount. In the case of an employee who has dependents and is the sole support, this amount will be doubled. We will honor only M.E.A. insurance.

## LEAVE PAY

A. At the beginning of each school year each teacher shall be credited with 13 sick leave days to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year without limitation.

B. A teacher shall be granted two personal leave days, with pay, per year upon request, with reasonable notice, to his immediate supervisor. The teacher may be asked to explain the reason for any personal leave requested and such request may be denied.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher.

D. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. Absence when teacher is called for jury service.
2. Court appearance as a witness in any case connected with the teacher's employment, or the school, or whenever a teacher is subpoenaed to attend a legal proceeding.
3. Approved visitation at another school or approved educational conference or convention.
4. Time necessary to submit to selective service physical examination.

E. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.

F. A teacher absent from work with mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility.

## SPECIAL CERTIFICATED TEACHERS

To take effect with all personnel hired after July 1, 1967

The following categories of teachers who require special certificates shall be placed on schedule but shall forfeit \$200 per year because of inadequate preparation.

1. A teacher with a Baccalaureate degree but not enough courses in education so as to be regularly certified.
2. A teacher with 120 semester hours of college work with 15 hours of education and student teaching, but no degree.

Further - A teacher who has held a Provisional Certificate which has expired because of the person not obtaining the 10 semester hours (18 by 1970) thus requiring a Special Certificate shall not advance on the salary scale until the deficiency is removed and a Permanent Certificate granted. This to have effect on all personnel involved after July 1, 1967.

## MISCELLANEOUS PROVISIONS

A. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

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

D. Teachers accumulating enough credit hours for movement to a higher step on the salary schedule shall receive an immediate adjustment in pay upon presentation of proof of credits earned.

## PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. In the event the amount required to place a teacher on this schedule exceeds the sum of \$1100 the amount of base increase is limited to that amount.
- B. All teachers newly employed shall be given full credit for up to five years outside teaching experience. When the outside experience totals more than five years the new teacher shall be placed on the sixth step of the salary schedule as set forth in Schedule A.
- C. For each six semester hours graduate work earned beyond the bachelor's degree whether earned prior or subsequent to employment by the Board, \$30 shall be paid annually in addition to the teacher's base salary until the teacher reaches a higher horizontal step in Schedule A.
- D. Teachers involved in extra duty assignments set forth in Schedule B which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of 10 cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. A voucher shall be filed each month, signed by the immediate Supervisor.
- F. The rate of substitute pay for the 1967-68 school year will be \$20 per day or \$6.00 per hour if a regular teacher takes one class.

SCHEDULE A  
SALARY SCHEDULE - 1967-68

<u>Year</u>	<u>Index Increment</u>	<u>B.A. Salary</u>	<u>B.A. + 20 Sem. Hrs. Index</u>	<u>Salary</u>	<u>M.A. Degree Index</u>	<u>Salary</u>
1	1.00	\$5900	1.04	\$6136	1.08	\$6372
2	1.04	6136	1.08	6372	1.12	6608
3	1.09	6431	1.13	6667	1.17	6903
4	1.14	6726	1.18	6962	1.22	7198
5	1.19	7021	1.23	7257	1.27	7493
6	1.24	7316	1.28	7552	1.32	7788
7	1.29	7611	1.33	7847	1.37	8083
8	1.34	7906	1.38	8142	1.42	8378
9	1.40	8260	1.44	8496	1.48	8732
10	1.46	8614	1.50	8850	1.54	9086

1. For the year 1967-68 if the amount necessary to place a person on the above base schedule exceeds the sum of \$1100, the increase will be limited to that amount.
2. In addition to the above schedule:
  - a. 12% of base will be granted for 15 semester hours past the M.A. Degree.
  - b. 16% of base will be granted for a person who receives the Education Specialist Degree
3. Non-degree teachers will be granted a \$400 increase for the 1967-68 year.

## SCHEDULE B

### EXTRA PAY

A. Extra pay will be granted for extra-curricular activities if such teaching is a regular duty performed beyond the regular school day (8:20 a.m. to 4:00 p.m.). The pay will be based on the following percentages, based on base pay for the first year a person is engaged in the activity. The percentage of the pay will be computed upon the base for the B.A. degree each year plus the annual increment.

1. Head Coach, Football and Basketball (each)	13%
2. Head Coach, Baseball and Track (each)	9%
3. Assistant, Track and Baseball	6%
4. Assistant, Football and Basketball	8%
5. Wrestling	13%
6. Assistant, Wrestling	8%
7. Coach, Freshman Sports and 8th Grade Basketball	7%
8. Cross Country and Tennis	7%
9. Golf (minus membership in Country Club)	7%
10. Dramatics (each play)	6%
11. Yearbook and School Paper (each) (if done extra-curricularly)	6%
12. Band Director	13%
13. Junior High Athletics - Fall	3%
Winter	3%
Spring	2%
14. Debate Coach	6%
15. Cheerleader Coach	6%
16. Vocal Music Director	10%
17. Assistant Band Director	8%

ST. JOHNS PUBLIC SCHOOLS

CALENDAR FOR  
1967-68 SCHOOL YEAR

- September 5 & 6 - Teachers' Meetings and Planning  
7 - Registration - Elementary & 7-8-9  
8 - Registration - 10-11-12
- October 5 & 6 - M. E. A. Regional Conferences
- November 23 & 24--Thanksgiving Recess
- December 21 - 4 p.m. Christmas Vacation Begins
- January 2 - School Resumes
- January 19 - First Semester Ends
- January 22 - Second Semester Begins
- April 11 - 4 p.m. Easter Vacation starts
- April 16 - School Resumes
- May 30 & 31 - Memorial Day Recess
- June 5 - Commencement
- June 7 - School Closes

## GRIEVANCE PROCEDURES

### A. Definitions

1. A "grievance" is any alleged violation of the application, meaning, or interpretation of this Agreement and/or established teacher personnel policy.
2. An "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
4. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

### B. Purpose

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

### C. Structure

1. There shall be one or more SJEAs representatives (Association Representatives) for each school building who shall be recognized as official representatives of the SJEAs in grievance procedures.
2. The SJEAs shall establish a Professional Rights and Responsibilities Committee (PR & R Committee) which shall be broadly representative and which shall serve as the SJEAs grievance committee. In the event that any SJEAs Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute be named by the SJEAs.

### D. Procedure

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

1. Level One

A teacher with a grievance may first air it with his SJEA department head or principal either individually, together with his SJEA Building Association Representative, and/or through another official SJEA Representative.

2. Level Two

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the SJEA's PR & R Committee. An SJEA representative will assist in writing the grievance.
- b. Within five (5) days of receipt of the grievance, the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and notifies the claimant, the teacher may continue to process his claim without the SJEA support. If the committee decides there is a legitimate grievance, it shall immediately submit the written claim to the Superintendent or his representative. Within ten (10) days from receipt of the grievance he shall render a written decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the receipt of the grievance by the Superintendent or his designee, the teacher may refer the grievance through Superintendent individually or through the PR & R Committee to the Board of Education. Within (10) days from receipt of the written referral the Board of Education shall meet with the SJEA's PR & R Committee chairman and the SJEA's Negotiating Team or the teacher, as the case may be for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A written decision shall be rendered within ten (10) days.

4. Level Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, the grievance shall be submitted by the PR & R Committee at their discretion to binding arbitration before an arbitration panel consisting of three members, one chosen by each of the parties hereto which arbitrators shall select a third member. If there is no agreement as to the third panel member, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other. The

arbitration panel shall have no power to alter, add to or subtract from the terms of this Agreement. Both the Board and the SJEA agree to be bound by the award of the arbitration panel. The costs of any arbitration under this Article shall be shared equally by the Board and the SJEA.

E. Rights to Representation

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

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the SJEA representative or the SJEA PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. Copies of all written decisions of grievance shall be sent to all parties and the SJEA secretary.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participations.
4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files to the participants.
5. Forms for filing and processing grievances shall be designed by the PR & R Committee, and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.
6. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

School District: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

School: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

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Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (use reverse side  
for additional signatures if more than  
one grievant)

Principal's Disposition:

Date: \_\_\_\_\_

Association's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Superintendents' Disposition:

Date: \_\_\_\_\_

Association Disposition:

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

School District: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

School: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

=====

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (use reverse side  
for additional signatures if more than  
one grievant)

=====

Principal's Disposition:

Date: \_\_\_\_\_

Association's Disposition:

\_\_\_\_\_  
Signature of Principal

Date: \_\_\_\_\_

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

=====

Superintendents' Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Association Disposition:

Date \_\_\_\_\_

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_