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LABOR AND INDUSTRIAL  
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AGREEMENT

Between the

ST. JOHNS BOARD OF EDUCATION

and the

ST. JOHNS EDUCATION ASSOCIATION

COVERING THE PERIOD

from

August 31, 1971

to

August 31, 1972

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## AGREEMENT

This agreement is made and entered into this *20th day of August, 1971* by and between the Board of Education of the St. Johns School District or 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 of 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 Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States; further, nothing contained herein shall be considered to deny or restrict the Board in its rights, responsibilities, and authority under the Michigan General School Laws as they pertain to Education, 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 1972-73 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, Business Manager and Counselors. 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.

## AGENCY SHOP

### Professional Dues or Fees and Payroll Deductions

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall begin with the month of employment and continue at the established rate.

B. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, the MEA and NEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provision of this Article is just and reasonable cause for discharge for employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and MEA, to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan, 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article, and any other information needed by the Board to fulfill the provisions of this article, and not otherwise available to the Board.

D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

## 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 teaching 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 the last day of school. In the event that changes in such schedules are proposed, all teachers affected will be notified promptly and consulted. 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.
- G. The duties and responsibilities of any teacher of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

## 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.

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. All long distance calls shall be reported to the Central Business Office.

Adequate parking facilities shall be made available to teachers.

The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools as well equipped and maintained as is financially possible.

### CLASS SIZE

A standing class size committee shall be established by the S.J.E.A. and the Board to study class size within the St. Johns Public School System. The committee shall consist of one teacher and one administrator representing each grade level: Early Elementary, Later Elementary, Junior High, and Senior High. The Committee shall initiate the study in September and make a report to the S.J.E.A. and the Board by May 31st.

The Board shall publish a chart indicating class size loads for each teacher in the St. Johns Public Schools. This chart shall be published every six weeks and be displayed prominently in all school buildings.

Recognizing that the geographical location of the seven elementary schools makes equal placement of students difficult, the Board will make every effort to equalize class loads within each grade level or subject discipline.

### WORK SHOPS

Workshop applications will be available in all Principal's offices by October 1, 1971. Any teacher or Department may apply for a workshop. Applications must be on file with the Workshop Committee by March 1, 1972.

Funding will take place for projects if it is determined first by the Committee that such project or projects meet critical needs of this school system and, secondly, by the Board, that funds are available.

The Workshop Committee shall consist of teachers and administrators.

## TEACHING HOURS, CLASS LOADS AND DUTIES

- A. No teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave thirty (30) minutes after the close of the students' day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and scheduled teachers' meetings, except that on Friday or on days preceding holidays or vacations, the 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 normal teaching load in the Junior High School will be thirty teaching periods and five unassigned periods per week. Assignment to a supervised study hall shall be considered a teaching period for purposes of this Article.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than the time allotted to the students lunch in their particular building.
- 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 his hourly rate for each teaching period in excess of such norms. The hourly rate is determined by taking the annual salary and dividing by the number of hours taught per year.
- 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.
- H. All teachers shall be required to monitor the area of their rooms when their scheduled classes are in session and, when possible, in the hall near their rooms during the passing of students between classes.
- I. Teachers are asked to attend all programs that are scheduled during school hours. Included are assemblies and pep meetings, unless said teacher has been previously released by proper authority.
- J. Except on proper permission of a building Administrator, teachers shall remain within the assigned building during the hours school is in session, with the exception of the teacher's lunch period.

## DEPARTMENT CHAIRMEN

- A. Departments in the junior and senior high schools, comprised of three (3) or more teachers in each of the schools, shall have a Department Chairman and an Assistant Department Chairman who shall be appointed at the discretion of the Administration where deemed necessary, and approved by the Board of Education. It is understood that the Department Chairmen are primarily tenure classroom teachers and are not considered supervisory personnel.
- B. The Department Chairman and Assistant Department Chairman may be appointed from either the high school or junior high school staff with one appointee for each school. At no time will both Department Chairmen be from the same school.
- C. If a department does not have three (3) teachers in each school, only one (1) Department Chairman shall be appointed.
- D. Each Department Chairman will be appointed for a term not to exceed three (3) years. At this time his or her appointment will be renewed for another three years or a new Department Chairman will be appointed.
- E. Department Chairmen shall be selected for all departments as soon as they become eligible on the basis of the aforementioned criteria.
- F. The duties of Department Chairmen are outlined in the "Teachers' Manual."
- G. A Department Chairman shall receive 4% and the Assistant Department Chairman 3% based on (agreed base pay) for the first year a person is engaged in this capacity. The percentage will be based upon the base each year plus the annual increment.
- H. 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.
- I. Elementary Grade-Level Chairmen shall be elected at the first monthly released time teachers meeting. A budget of \$600 will be set aside by the Board of Education to cover cost of attending conferences, workshops, plus any expenses incurred in carrying out any grade level responsibilities..
- J. A committee consisting of two administrators and two teachers shall be appointed to review the structure of Department Chairmen and make recommendations by June 1, 1972.

## 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 Educational 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 the 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 Educational Profession shall be promptly reported to the offending teacher and to the Association. A written or verbal report of such matters will be submitted at the monthly meeting of the SJEA team and the Board of Education team.

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 deduction 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.

F. In order to establish and maintain a professional climate, teachers will dress, when in the classroom, in the accepted cultural mode of the professions.

PROFESSIONAL BEHAVIOR--Cont.

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

The personnel records required are:

1. Valid Teaching Certificate or copy
2. Transcript of credits for
  - a. New Teachers
  - b. Those teachers requiring a Special Certificate
3. Teacher's Cumulative Record
  - a. New Teachers
  - b. Any change of credit status for any other teacher
4. Teacher Certification & Professional Report
  - a. All Teachers
5. Current Teaching Contract
6. Verification of T.B. test within fourteen (14) days from the opening of school

## 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 AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of probationary personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

A. The performance of all probationary teachers shall be evaluated in writing at least three times during the school year, two months following the teacher's commencement of service, four months after the teacher's commencement of service, and 85 days prior to the end of the probationary school year. Tenure teachers may be evaluated at least once every year. Teachers whose services are being considered for termination, under provision of the tenure act, shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their rights under the tenure act. The Association shall receive a copy of such notification. Teachers who are not notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the tenure act.

B. Evaluations shall only be conducted by a qualified building Principal or Assistant Principal or other full-time Administrators (hereinafter known as Administration) possessing a Master's degree and three (3) years of successful teaching experience at the teacher's level or performance. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter: one shall be signed and returned to the Administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.

D. A "Teaching Coach" shall be assigned, by the Association, to every probationary teacher upon entrance into the system. The "Teaching Coach," insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in becoming acclimated to the teaching profession and the school system. The teaching coach shall not be involved in the evaluation of the probationary teacher.

A list of the "Teaching Coaches" assigned to probationary teachers must be submitted to each principal who has probationary teachers in his building by at least 20 days after opening of school. A list of new teachers will be given to the Association by the District Office with 10 days from the opening date of school.

## TEACHER EVALUATION AND PROGRESS - Cont.

E. When it has been determined by the Administration that a teacher is having difficulty in becoming acclimated to the teaching profession, and the school system, the following procedure will take place. A committee of three (3) tenure teachers, one of whom may be a Department Chairman, and one being from that related area, shall be assigned by the Association to evaluate the performance for said probationary teacher. All such evaluations shall be in writing and shall be in addition to evaluations made by the Administration. The teachers assigned to evaluate shall make at least three (3) evaluations collectively, all of which shall be completed on or before March 30. Persons serving as evaluators shall be given released time to conduct personal "In The Classroom Observations" of the probationary teacher. All evaluations shall be in writing with copies provided to the "Teaching Coach", the subject teacher and to the principal or immediate supervisors of the teacher. The evaluation shall be made on the form herein provided, and shall include recommendations as to how the teaching performance of the teacher may be improved. In addition to the individual evaluations, the three (3) teachers assigned to evaluate the probationary teacher shall, on or before March 30, file a collective report to the Association Tenure Committee who will in turn make recommendations to the Superintendent, with copies to the subject teacher and the Principal or immediate supervisor, as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year.

F. No later than March 30th of each probationary year, the Administration shall submit the final written evaluation to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher, the Association and the Department Chairman. If the report contains any information not previously made known to, and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment the Board will advise the teacher of the reasons therefore in writing with a copy to the Association. In any grievance or tenure proceeding, all evaluations and responses thereto shall be admissible.

G. Each teacher shall have the right, upon request, to review the contents of his own personal file and respond thereto. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following items of information:

- Annual TB report and required medical information
- All teacher evaluation reports
- Teaching Certificate and/or copy
- A transcript of academic records
- Tenure recommendation

## SUMMER EMPLOYMENT

A. Realizing that thorough teaching 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 a description of the work. If, in the opinion of the Board, the teacher's project is not deemed in the interest 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, in his regular teaching field, shall be compensated with 75% of his pro-rated pay.

E. DriverEducation instructors shall be paid at the rate of \$6.65 per hour during the summer of 1972. A committee shall be established to upgrade the program.

## 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, Teachers' Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to 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 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 for up to two years as required by draft laws or as required by a national emergency.

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, for up to two years.

D. A professional staff member may request a maternity leave of absence without pay for up to (2) two years after the date of the birth. Maternity shall not be considered an illness.

In consideration of the professional staff member's health and responsibilities, the teacher shall determine the initial date of leave. In the event of miscarriage prior to the start of maternity leave, the sick leave provisions of this collective agreement shall apply.

E. In all cases whereby a teacher requests and is granted a leave of absence under the terms of this Master Agreement, the conditions of said leave of absence shall be stated to the satisfaction of both parties and recorded on the "Leave of Absence Form" - Appendix E of this agreement in triplicate. The disposition of this form will be: one copy to the Board of Education, one copy is to be retained by that person requesting the leave of absence.

F. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. 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.

G. When a teacher is granted a leave of absence under any of the above conditions, that teacher's replacement shall be granted a contract for the time of the leave only.

## 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. It is understood that two of the above days shall be known as personal business days which shall be used to take care of urgent personal business that cannot otherwise be transacted. (These days shall not be used for such things as seeking employment, hunting, or shopping.) The personal business days herein granted when used shall be deducted from the sick leave hereinbefore granted in Paragraph A. Business days do not accumulate from year to year but if not used accumulate as sick leave. The teacher shall notify his principal, in writing, at least one day in advance, except in cases of emergency. The personal business day is not to be used the first or last day of a school semester or year or on a day immediately preceding or immediately following a holiday while school is in session, except in case of an emergency.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request by the teacher, except that the position on the salary schedule may increase by one step only.

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

1. Absence when teacher is called for jury service. Teacher will be deducted the amount received for such duty from regular pay.
2. Court appearance as a witness in any case connected with the teacher's employment, or the school, or whenever a teacher is subpoenaed to attend a legal proceeding.
3. Approved visitation at another school or approved educational conference or convention.
4. Time necessary to submit to selective service physical examination.
5. Death in the immediate family. Immediate family is to include: Spouse, Child, Mother, Father, Brothers and Sisters of the employee and the employee's spouse. A maximum of three (3) days leave of absence will be allowed. With the death of a spouse or child of an employee, an additional three (3) days of sick leave may be used, making a total of six (6) days for the latter case. (Taking exception to paragraph C, these three (3) sick leave days will be chargeable against the employee's accumulated sick leave time.)

LEAVE PAY - Cont.

D. Absence due to injury incurred in the course of the teacher's employment shall not be charges 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.

E. 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.

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INSURANCE PROTECTION

A. The Board shall provide without cost to the teacher complete health care protection for a full twelve-month period for the employee's entire family through the MEA Super Med program.

B. Employees not wishing health care protection may apply the equivalent of one-half an individuals' employee's Super-Med premium toward the Variable Option package available through MESSA.

C. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the contract year.

D. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve month period commencing October 1 and ending September 30. When necessary premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the school board shall make provision for the excess to be payroll deductible. If an employee terminated his employment for reasons other than illness prior to June 8 his subsidy shall terminate on the first of the month following.

SPECIALLY 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.

## 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 a provision or application shall not be deemed valid and subsisting except to the extent permitted by law, that all other provisions or applications shall continue in full force and effect.

D. 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.

E. The Board of Education and the S.J.E.A. negotiating teams shall meet monthly throughout the school year for the purpose of discussion and implementation of those areas and goals contained within this Agreement. Areas and goals, for example, might be such items as teacher aids, professional behavior, teacher evaluation, as well as any part or portion of this contract.

F. The S. J. E. A. shall not willfully engage in a strike during the duration of this contract.

G. The Board of Education agrees to release the President of the S.J.E.A. from one hour per day of teaching duties, if requested by the S.J.E.A. President, to transact business with the following provisions:

1. President is not to interrupt classes.
2. President should be a tenure teacher.

It is further agreed that the Board shall not have to pay the cost of this released time. (This provision will go into effect at the end of the first semester of 1971-72.)

MISCELLANEOUS PROVISIONS - Cont.

H. Probationary Status of New Teachers:

1. Out of State Teacher With Tenure Status: Must serve two (2) consecutive years of probation in the same school district in Michigan.
2. New Teachers In The State of Michigan: Must serve two (2) consecutive years of probation in the same school district (They cannot qualify for tenure by completing one probationary year in one school district and then move to another district for the second probationary year. They must be consecutive.)
3. Tenure Teacher in the State of Michigan Who Has Moved to Another School District: Must serve one year probation or be placed on tenure at the discretion of the Board of Education.
4. In the case of items (1) and (2) above, the Board of Education may at their discretion, extend the probationary period one year.

## PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Teachers may receive their pay in either twenty (20) or twenty-six (26) pay periods.

B. All teachers newly employed shall be given full credit on the Salary Schedule set forth in Appendix A for full years of outside teaching experience in any school district, and other teaching experience for which credit is allowed.

C. Teachers involved in extra duty assignments set forth in Appendix 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 Appendices without deviation.

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of 12 cents per mile.

1. The reimbursable mileage is that mileage travelled between schools and is not to include mileage incurred in travelling to work in the a.m. or returning home in the p.m.
2. Mileage incurred in travel to a central office for that teacher's conference period, will be included as reimbursable mileage.
3. The total reimbursable monthly mileage for each teacher covered by this paragraph will be agreed upon by the teacher, determined by the .S.J.E.A. Chief Negotiator and the Chief Negotiator for the Board of Education at the end of the first four (4) weeks of school, and agreed established routine will be formulated and this will be used as a basis for that teacher's monthly mileage reimbursement for the remainder of the school year. The agreed upon mileage will be subject to adjustment pending any schedule changes.
4. The same allowance shall be given for use of personal cars for field trips or other business of the district. A voucher shall be filed each month, signed by the immediate supervisor.

E. The rate of substitute pay for the 1970-71 school year will be \$25 per day. When a teacher has an extended illness and a substitute is hired for an extended period of time, (two weeks or more) the substitute will receive the equivalent of the base pay as designated in the current salary schedule. This agreement will terminate with the return of said teacher.

## GRIEVANCE PROCEDURES

### A. Definitions

1. A "grievance" is any alleged violation of the application, meaning, or interpretation of this Agreement and Board Policies as established in the Handbook.
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 S.J.E.A. representatives (Association Representatives) for each school building who shall be recognized as official representatives of the S.J.E.A. in grievance procedures.
2. The S.J.E.A. shall establish a Professional Rights and Responsibilities Committee (PR & R Committee) which shall be broadly representative and which shall serve as the S.J.E.A. grievance committee. In the event that any S.J.E.A. 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 S.J.E.A.

### 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 S.J.E.A. 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.

## GRIEVANCE PROCEDURES - Cont.

### 1. Level One

A teacher with a grievance may first air it with his S.J.E.A. Department Head or Principal either individually, together with his S.J.E.A. Building Association Representative, and/or through another official S.J.E.A. 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 (5) days after presentation of the grievance, he may file the grievance in writing with the S.J.E.A.'s PR & R Committee. An S.J.E.A. 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 S.J.E.A. 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 the Superintendent individually or through the PR & R Committee to the Board of Education. Within ten (10) days from receipt of the written referral, the Board of Education shall meet with the S.J.E.A.'s PR & R Committee chairman and the S.J.E.A.'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 (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

## GRIEVANCE PROCEDURES - Cont.

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 of Education and the S.J.E.A. 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 S.J.E.A.

### E. Rights to Representation

No teacher may be represented by any teacher organization other than the S.J.E.A. 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 S.J.E.A. Representative or the S.J.E.A. 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 S.J.E.A. 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.

## LAYOFF PROCEDURE

- A. SENIORITY. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of continuous service with the St. Johns Public Schools Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulated seniority, but shall serve to reduce the probationary period in accordance with the Provisions of the Tenure Act.

- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment.
- D. Any teacher who is granted Tenure shall have seniority from the last date of hire.
- E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the \_\_\_\_\_ day of \_\_\_\_\_.
- F. Necessary reduction of Personnel - LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic 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. If cuts in the educational program, curriculum, and/or staff are deemed necessary, the Board shall discuss said cuts with the Association prior to the enactment of any reduction in the school operation.
2. It is hereby specifically recognized that it is within the authority of the board of education to reduce the educational program and curriculum when economic necessity dictates.
3. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - (a) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - (b) In the event tenure teachers must be laid off, layoff will be on the basis of seniority within classification. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals 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.

- G. RECALL. Seniority teachers shall be recalled in inverse order of layoff for a position opening for which they are certified and qualified.

APPENDIX A  
SALARY SCHEDULE - 1971-72

<u>A.B.</u>		<u>A.B. + 20*</u>		<u>M.A.</u>	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
1	\$ 7,800	1	\$ 8,112	1	\$ 8,424
2	8,112	2	8,424	2	8,814
3	8,502	3	8,892	3	9,184
4	8,892	4	9,282	4	9,672
5	9,282	5	9,672	5	10,140
6	9,672	6	10,140	6	10,686
7	10,062	7	10,764	7	11,154
8	10,452	8	10,998	8	11,622
9	10,920	9	11,366	9	12,168
10	11,388	10	11,934	10	12,714
11	11,700	11	12,402	11	13,260
12	11,934	12	12,636	12	13,494

1. In addition to the above schedule:
  - a. Those persons having 40 semester hours of graduate credit in their teaching field shall be placed on the M.A. salary schedule.
  - b. 5% of the M.A. salary base (\$8,424) shall be added to the M.A. step for 15 hours of graduate credit beyond the M.A. Degree.
  - c. 10% of the M.A. salary base (\$8,424) shall be added to the M.A. step for a possessor of a Specialist Degree.

\*A.B. + 20 - The indicated hours must be of graduate level from a recognized College or University granting Advanced Degrees and must be in addition to those credits required for the AB degree and the Provisional Teaching Certificate.

## APPENDIX B

### EXTRA PAY

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 3:40 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.

### HIGH SCHOOL

1. Head Coach, Football and Basketball (each)	13%
2. Head Coach, Baseball and Track (each)	9%
3. Head Coach, Swimming	8%
4. Assistant, Track and Baseball	6%
5. Assistant, Swimming	5%
6. Assistant, Football and Basketball	8%
7. Football, 9th Grade Head Coach	7%
8. Football, 9th Grade Assistant Coach	5%
9. Wrestling	13%
10. Assistant, Wrestling	8%
11. Cross Country and Tennis	7%
12. Golf (Minus membership in Country Club)	7%
13. Dramatics (per play)	6%
14. Stage Manager	3%
15. Yearbook and School Paper (each) (If done extra-curricularly)	6%
16. Band Director	11%
17. Orchestra	10%
18. Debate Coach	6%
19. Cheerleader Coach	3%
20. G.A.A. Director	3%
21. Vocal Music Director	10%
22. Assistant Band Director	10%
23. Boys Intramural	3%
24. Musical Drama Director	6%

APPENDIX B - Cont.

EXTRA PAY

JUNIOR HIGH SCHOOL

1. Football	
8th Grade - Head Coach	5%
8th Grade - Assistant Coach	4%
2. Basketball	
8th Grade	6%
7th Grade	4%
3. Wrestling	5%
4. Intra-Murals	3%
5. G A A	2%
6. Cheerleading	2%

SCHOOL CALENDAR

1971 - 1972

All Teachers Report for Duty . . . .	August 30
Classes Commence . . . . .	August 31
Teachers Meetings - No students . .	September 3
Labor Day . . . . .	September 6
Thanksgiving Recess . . . . .	November 25 & 26
Christmas Recess begins at close of school . . . . .	December 22
Classes Resume . . . . .	January 3
End of First Semester . . . . .	January 20
Records Day . . . . .	January 21
Second Semester begins . . . . .	January 24
Spring Vacation begins at close of school . . . . .	March 30
Classes Resume . . . . .	April 10
Memorial Day . . . . .	May 29
Students Last Day . . . . .	June 2
Teachers Last Day . . . . .	June 6

APPENDIX E

LEAVE OF ABSENCE

A leave of absence is being granted to \_\_\_\_\_

On the date of \_\_\_\_\_  
Month Day Year

This leave of absence will commence on \_\_\_\_\_ and  
terminate on \_\_\_\_\_ under the following mutually  
agreed upon conditons:

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
President, S.J.E.A.

\_\_\_\_\_  
Teacher Making Request

~~APR 21 1974~~ Lapinere

~~MAY 14 1974~~

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