

PROFESSIONAL AGREEMENT WITH TEACHERS

**BETWEEN THE
BOARD OF EDUCATION
OF THE
ST. JOSEPH PUBLIC SCHOOLS
AND THE
NORTHERN BERRIEN COUNTY EDUCATION
ASSOCIATION, MEA/NEA
SEPTEMBER 1, 2012 – AUGUST 31, 2013**

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DEFINITIONS

Administration - Professionally qualified personnel who are not eligible for membership in the bargaining unit and who are designated by the board as administrators and who serve under an administrator's contract.

AR - Association Representative

Base Salary - The salary the individual teacher is scheduled to receive according to experience and educational level as listed in Schedule A.

Community Education - All programs exclusive of the programs addressed within this contract and any other K-12 curricular activities as defined in the Curriculum Guide Outlines adopted by the Board of Education and periodically revised.

Conferencing Time - Specific time set apart from instruction time for the purpose of preparing reports about students and meeting or conferencing with parents and/or students. Each school building principal shall designate one evening each semester during which a teacher may substitute an equivalent period of time in lieu of regularly scheduled daytime conferences (See Article XVI).

Duty Free Lunch Period - That portion of the day when a teacher is not required to supervise, instruct, or prepare for student learning activities.

Emergency Closing - A regularly scheduled workday cancelled by the Superintendent for extenuating circumstances.

Emergency Meeting - A meeting called by an administrator that is unscheduled and not on a regularly scheduled meeting day.

Experience Credit - Satisfactory contracted service for the purpose of salary computation.

GCC - Grievance Committee Chairman

GCM - Grievance Committee Member

Grievance - Any alleged violation, maladministration, misadministration, or non-administration, where applicable, of the Agreement.

Highly Qualified - All teaching staff who meet Federally mandated High Qualified guidelines.

IEP - Individual Educational Program for special education pupils, which results from an IEPC.

IEPC - Individual Education Planning Conference required for determining the assignment of special education pupils.

IEPCed Pupil - A pupil who is assigned to a regular classroom for all or part of the school day, as part of an IEP, but for purposes of limiting classroom ratios a speech and language impaired pupil or other similar IEPCed pupils, whose IEP requires no special instruction by the classroom teacher, shall not be included.

Immediate Family – Spouse/significant other, son, daughter, father, mother, person standing in parental stead, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, aunt/uncle, or any dependent living within the immediate household, as defined by the Internal Revenue Code, as amended.

Instruction Time - Time spent with students directing learning activities and supervising of students in classrooms, corridors immediately adjacent to classrooms, playgrounds, or elsewhere during the regular workday. Instructional time may also include up to the number of hours of non-contact time with students that is spent in professional development as is required by the Michigan Department of Education Pupil Accounting Manual.

May - Permissive

MEA - Michigan Education Association

NBCEA, MEA/NEA - Northern Berrien County Education Association, Michigan Education Association/National Education Association.

NEA - National Education Association

Preparation Time - That portion of the teacher's standard school day exclusive of instruction time, duty-free lunch period, conferencing time and directed supervision. It includes but shall not be limited to lesson planning, student, parent and professional conferences, research, preparing tests, maintaining records, correcting papers, previewing instructional materials, and similar professional activities.

Report To Duty - Means actual presence for the purpose of performing duties on a scheduled workday, or notification of illness with the intent to return to work when health permits.

Shall - Mandatory

Scheduled Base - That salary earned by a teacher with no years of experience and a baccalaureate degree only. This salary shall be designated as 1.00 and shall serve as the base point in calculating all other indexed salaries.

Substitute Teacher - A person employed to teach in place of a regularly contracted teacher.

Teacher - All personnel covered by this Agreement, unless specifically excluded.

Teacher's Hourly Rate - \$30.00 per hour.

Will - Future

Years:

- A. **Contract Year** - The Professional Agreement With Teachers is from September 1, 2012 through August 31, 2013.
- B. **Individual Teacher Contract Year** - Based on the adopted school calendar, as reflected in the teacher's individual contract.
- C. **Insurance Benefit year** - The insurance benefit year shall be January 1 to the following December 31.
- D. **School Year** - The block of time consisting of regularly scheduled workdays specified in the published school calendar.

STATEMENT OF AGREEMENT

1. This agreement is entered into as of the 8th day of June 2009, by and between the Board of Education of the St. Joseph Public Schools, County of Berrien, Michigan, hereinafter called the “Board”, and the Northern Berrien County Education Association, MEA/NEA, hereinafter called the “Association”, or NBCEA, MEA/NEA.

WITNESSETH

Whereas the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms, and conditions of employment, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all tenure and probationary Instructional Personnel certificated by the Michigan State Board of Education and School Social Workers, under contract or on leave, employed by the Board excluding: Superintendent, Assistant Superintendents, Administrative Assistants, Principals, Assistants, and other administrative and supervisory personnel, Substitute Teachers and Community Education Personnel excluded by mutual agreement between the Parties. Except where specific differentiation is made herein, the term “Teacher”, when used hereafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male Teachers shall include female Teachers.
- B. The Board agrees not to negotiate with any Teachers’ organization other than the Association for the duration of this Agreement.
- C. The terms “Teacher” or “Employee”, singular or plural, when used here in this agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above.
- D. Nothing contained herein shall be construed to deny or restrict to any Teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to Teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- E. This Agreement is between the Northern Berrien County Education Association, Michigan Education Association/National Education Association (NBCEA, MEA/NEA) and the St. Joseph Public Schools. For the life of this Agreement, the administration of this Agreement for the Association is fully delegated to the local St. Joseph representatives of NBCEA, MEA/NEA. Said representatives shall be members of the Association, who are also members of the bargaining units, and the names and positions of these local Association representatives shall be given to the Superintendent, in writing, upon ratification of this Agreement, and this list shall be updated as changes are made.

ARTICLE II

NBCEA, MEA/NEA Rights

- A. The Teachers and the NBCEA, MEA/NEA, as the exclusive bargaining representative of the Teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted.
- B. The particular provisions of this collective bargaining agreement are to be applied without regard to religion, race, color, national origin, age, sex, handicap, height, weight, and marital status.
- C. The Association shall be permitted the use of school facilities for regular and special business meetings of the Association and for committee meetings on Association business as well, provided that
 - 1. This use will not conflict, interfere with, or interrupt normal school operations.
 - 2. Any necessary charges for custodial or other services shall be paid by the Association.
 - 3. A prior notice (at least two (2) days) from the Association has been received.
 - 4. The Association shall be liable for any damages to facilities due to negligence by the Association.
- D. It is further understood that the terms of this section shall not prohibit the Board and the Association from entering into a rental agreement for regular use of office space.
- E. The Association may use all technology available to Teachers, at reasonable times, when such equipment is not otherwise in use, provided that such equipment shall not be removed from school premises. The Association agrees to pay for the current cost of all materials and supplies incident to such use.
- F. The President/Chairperson of the local Education Association shall be permitted to use non-student contact time for Association business, provided appropriate building administrators are notified, and provided that such activity does not interfere with the duties of any Teachers.
- G. Teachers shall be allowed to attend a maximum of two (2) local Association meetings within their respective buildings per month during non-instructional time. The building principal shall be given as much advance notification as possible of such meetings.

ARTICLE III

Agency Shop

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below.

The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Paragraph 1 above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
- B. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures apply only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. The association will certify at least annually to the District, fifteen (15) days prior the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the

Agreement and by law. Further, the Association agrees to promptly notify the District of any future litigation where an order has been issued preventing the Association from implementing its “Policy Regarding Objections to Political-Ideological Expenditures” or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.

- D. Any bargaining unit member who is a member of the Association, or who has applied to membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Payroll deductions shall be made in equal amounts and forwarded to the Association no later than twenty (20) days following deduction.
- E. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or maintain Association membership or financially support the Association as a condition of employment. However, such employee shall be required in lieu of periodic dues and initiation fees, to pay sums equal to such dues and initiation fees to a non-religious charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. The charities shall be:
 - 1. Sarett Nature Center
 - 2. St. Joseph Public Schools
 - 3. Curious Kids Museum
 - 4. St. Joseph Public Schools Foundation
- F. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provisions of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan Education Association and National Education Association. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article. Should the indemnification provisions set forth above be declared unenforceable or void by a court or agency of competent jurisdiction, the union security and payroll deduction provisions of this Article, as set forth above, shall immediately be considered inoperative and severed from this Agreement.
- G. Further, Teachers hired during the School Year or whose employment terminates during the School Year shall be required to tender only a pro rata amount of the

membership dues or Service Fees to the Association as provided in current by-laws of the NEA and the MEA.

ARTICLE IV

Board of Education Rights and Responsibilities

- A. Both Parties to this Agreement recognize that nothing contained herein denies or restricts the Board's rights, responsibilities, duties, and authority under the Michigan General School Laws, the laws of Michigan, or the laws of the United States.
- B. Both Parties acknowledge that, except as specifically changed or amended by other Articles of this Agreement, the Board's rights, responsibilities, etc., as referred to in paragraph A above, shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and administer the school system, its properties and facilities, and its business operations.
 - 2. Determine overall educational goals and objectives, as well as the general policies affecting the educational programs.
 - 3. Adopt rules and regulations pertaining to the operation and administration of the school system and adopt or define descriptions and requirements of all jobs.
 - 4. Give direction to the professional staff, including the right to hire all employees, determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
 - 5. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
 - 6. Decide upon what services, supplies, and equipment are necessary to continue the school system's operation, and to establish standards for their use and operation.
- C. The Board, operating on its own behalf and through its administrative staff, shall be limited in the use of its judgment and discretion in exercising the above listed rights and responsibilities only by the specific terms of this Agreement and all applicable laws.

ARTICLE V

Professional Compensation

- A. 1. The salaries of personnel covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. Schedule A is based on a teaching year as defined in the current school calendar. Contract days are orientation days, teaching days, in-service days, days set aside for recording grades, and parent conference days. Teachers new to the district, Teachers transferred to a new building, and Teachers returning from leave may be required by the Board to report for not more than two (2) days prior to the School Year.
- 2. The Schedule A index attached to and incorporated into this Agreement shall not be changed during the term of this Agreement.
- 3. Teachers involved in extra-duty assignments set forth in Schedules B, C and D, which are attached to and incorporated into this Agreement shall be compensated in accordance with the provisions thereof. Teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- 4. Compensation for responsibilities not provided for in Schedules B, C and D, which are in addition to the school day and school year, shall be computed as follows:

(a) During the school year

- | | |
|---|-----------------------------|
| 1) Instruction of Students:
When the teacher assumes
all of the duties required of
the position. | Teacher's Hourly Rate |
| 2) Extra Class Assignment,
Senior High School and
Middle School, Grades 7 & 8 | 20% of Schedule A
salary |
| 3) When a regular staff member
substitutes during his/her prep
period for an absent teacher | \$30/hour |
| 4) When a Counselor/CTE
Director's work year is extended | Teacher's Hourly Rate |

(b) Beyond the school year

- 1) Classroom teaching, Board of Education supported programs: \$30/hour
- 2) Music, Athletic, Academic or Recreational Programs, organized and supervised by Teachers and supported by tuition: Supported by tuition, not to exceed teacher's hourly rate
- 3) Librarians: \$30/hour
- Counselors: \$30/hour
- (c) Curriculum Development: \$30/hour
- (d) Compensation for teaching or other professional duties beyond regularly assigned days shall consist of the monetary rate only without leave.
- (e) In employing personnel for professional work beyond the regular School Year's program, Teachers already employed by the school district shall be given the opportunity to fill all vacancies for which they are qualified.

B. Year-for year credit to the scheduled maximum shall be given for satisfactory contracted teaching or administrative experience in St. Joseph. Experience credit for part-time and/or part-year teaching shall be prorated according to the following schedule:

- 1 - 25% teaching - 1/4 year experience credit
- 26 - 50% teaching - 1/2 year experience credit
- 51 - 75% teaching - 3/4 year experience credit
- 76 - 100% teaching - 1 full year experience credit

All experience credit granted or earned under prior Professional Agreements prior to September 1, 1987 shall be retained.

- C. Experience credit for part-time and/or part-year teaching shall be prorated according to the schedule given in paragraph B above. A maximum of two (2) years experience credit may be allowed for industrial or business experience which is required for certification in reimbursable vocational education programs; provided, that Teachers receiving such experience credit shall actually be working in such a reimbursable program.
- D. Credit for military service previous to employment in St. Joseph, or for volunteer military service, may be credited as experience credit at a rate of one-half year experience credit for each year of military service. Military service for any period less than twelve (12) consecutive months shall not be included. The maximum experience credit gained under this provision shall not exceed two (2) years.

- E. District will match up to three (3) years of previous public school experience and may give up to eight (8) years of experience if the area of certification is not on the current state critical list. The district may give up to the top of the scale if the position appears on the most current state critical shortage list. Other years beyond the first three (3) may include experience outside of a public school.
- F. A Teacher who earns credit which qualified him for additional salary shall be paid at the new rate at the beginning of the School Year, if the advanced credit be earned before September 1, or at the beginning of the second semester, if the credit be earned before February 1. In the first instance, official transcripts or computerized grade reports must be presented before November 1, and in the second instance, before April 1. In the event that the salary rate increase be due at the beginning of the second semester, the payment for the School Year in which the change occurs shall be one-half the scheduled rate, without regard for the exact days involved.
- G. If a Teacher once employed in the St. Joseph Public School system is re-employed, he may retain all previous experience credit earned in this school district and a maximum of eight (8) years of experience credit for service outside the St. Joseph Public School system, as provided in paragraph E of this Article.
- H. Teachers will receive a paycheck during the first week in which all Teachers are required to report for duty, provided that the Teacher actually reports for work. Paychecks, thereafter, will be distributed on a bi-weekly schedule, as determined by the district's annual payroll schedule. Unless an alternate method is selected, Teachers will be paid in twenty-six (26) or twenty-seven (27) equal bi-weekly installments. Alternate methods are:
 1. Equal installments, with the final installment being paid no later than Friday of the week following the last contract day of the School Year.
 2. Twenty-six (26) or twenty-seven (27) installments as determined by the District. In years with 27 pays, the administration will notify the union leadership by the last day of the preceding school year.

In certain years, the calendar will necessitate 27 pay periods. This will be necessary approximately every 11-12 years to keep the pay schedule aligned with the work year as shown below.

26 pay periods X 14 days = 364 days
 Leap year adds a day approximately every 4 years
 A 27th pay period creeps in approximately every 11-12 years

All installments remaining at the end of the teachers' work year will be paid no later than Friday of the week following the last contract day of the school year.

3. The Teacher shall have earnings deposited to the Teacher's account at a Board-approved local financial institution.

Payroll options must be selected no later than the Friday of the first week all Teachers are required to report for duty. Teachers returning to the district from the previous School Year will be continued under the option selected for the previous year, unless a different option is selected by the above date.

- I. Payroll deductions shall be available for the following:
 1. United Way
 2. Professional Dues or Representation Fees
 3. Insurance options
 4. Teachers Credit Union
 5. Tax-sheltered annuities
 6. U.S. Savings Bonds
 7. The Board may provide additional payroll deductions, but no deduction shall be made without the written authorization of the Teacher, except as provided in Article III, C, of this Agreement.
- J. Any teacher who notifies the Superintendent in writing by January 31 of their intent to resign their position at the end of that school year shall receive \$700 as an early resignation notification incentive.
- K. The District will pay \$35 per unused sick leave day for each bargaining unit member who is eligible for a MPSERS retirement and who retires with at least 20 years of service with SJPS, payable in a 401(a) plan. Exclude employees who resign or are terminated by the District.

ARTICLE VI

Insurance

- A. The insurance benefit year shall be January 1 - December 31.
- B. The Association shall determine the insurance carrier and coverages and shall advise the Board of the coverages selected for each insurance benefit year.
- C. The Board shall provide the following amounts toward the costs (premiums) of insurance benefits:
 - 1. \$950/mo. per FTE teacher.
- D. For teachers who are assigned to a less than full-time position the Board's contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.
- E. For all Teachers continuously employed, insurance benefits allowed shall not be terminated prior to September 1 for any Teacher leaving the employment of the Board after June 1 of the same school year. The Board's FTE teacher contribution shall cease for any teacher whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act.
- F. If the monthly premium for teachers is less than the limits specified above, the monthly savings will be placed in an interest bearing escrow account. The Association shall have the right to assess its members such monthly assessment as it determines appropriate to the insurance escrow account. Such contribution will be made each pay period. The Association will be advised monthly of the running balance of any such escrow account. At the end of any insurance benefit year and at the conclusion of the audit of the escrow account, the Association shall direct the Board to either (1) deliver to the Association any balances then remaining in the escrow account or (2) retain the escrow account to defray the expenses of any new premiums which may exceed the Board's required contribution. The Association shall hold the District, and its employees, harmless in the management of the escrow account fund.
- G. If, at the beginning of each insurance benefit year, it appears that the Board's contribution toward insurance will be insufficient to meet the estimated expected plan cost as reported by the insurance carrier, the association shall determine the amount to be deducted from each teacher's salary per pay period in order to cover any projected deficit. The association shall also increase, decrease or continue the current deduction on October 1, February 1, and May 1 of the contract year, based on the updated estimated expected plan cost as reported by the insurance carrier.

H. Section 125 (Language agreed to and available under separate cover.)

I. Sun Setting Insurance for Retirees

Allow the Board to end coverage and all related monthly insurance payments and/or cash-in-lieu of benefits effective June 30.

DEFINITIONS:

FTE - Teacher assigned to work full-time as defined in the current school calendar equals 1.000 FTE

ARTICLE VII

Teaching Conditions

- A. The teacher's work day shall consist of:
1. Instruction time which is time spent with students directing learning activities and supervising of students in classrooms, corridors immediately adjacent to classrooms, playgrounds or elsewhere during the regular work day.
 2. Preparation time which is that portion of the teacher's standard school day exclusive of instruction time, duty-free lunch period, conferencing time, travel, and directed supervision. It includes but shall not be limited to lesson planning, student, parent and professional conferences, research, preparing tests, maintaining records, correcting papers, previewing instructional materials, and similar professional activities.
 3. Conferencing time which is specific time set apart from instruction time for the purpose of preparing reports about students and meeting or conferencing with parents and/or students.
 4. An additional block of time equivalent to the preparation period in the middle and/or senior high schools for those teachers who accept an assignment for an additional class period of instruction which shall be included in the school day.
 5. Teachers may occasionally assist students or take care of their personal necessities, which shall preclude the duties and responsibilities specified in sub-paragraphs 1, 2 and 3 above.
- B. The teacher's work week will be standard insofar as possible among the grade levels of elementary, middle and senior high. In all grade levels, the standard work week shall not exceed 39.25 hours, shall contain at least a twenty-four (24) minute duty-free lunch per day, and shall not begin prior to 7:30 a.m. or extend later than 4:00 p.m., except as provided in paragraph C of this Article. Changes in existing lengths of lunch periods may be made with approval of 75% of all teachers in a particular building. Decision for such changes shall be made at the building level.

For the duration of this contract, ECDD, Young 5s, and K through Grade 12 teachers shall provide students with, at a minimum, the state mandated number of hours and days of instruction. Should for any reason the number of hours of instruction or number of days of instruction change, or a change is made in what is considered to be instruction, accommodations shall be negotiated in order to reflect those changes in state mandates.

The standard work day and work week for full-time teachers who have less than a full-time specific classroom assignment, as well as for other teachers assigned to

more than one building, shall be substantially the same as for the classroom teacher.

A teacher may leave school at the close of the regular school day for students on a day preceding a holiday or recess, unless a student or parent has requested a conference with the teacher.

1. Elementary (ECDD, Young 5s, and Kindergarten)

- (a) 7 hours and 50 minutes per day with a 50 minute lunch

Teachers will have 200 minutes plan time per six day cycle. Within the six day cycle teachers will have a minimum of 20 minutes per day of planning time.

2. Elementary (Grades 1-5)

- (a) For the duration of this contract, regular classroom teachers in grades 1-5 shall be provided a 50-minute duty-free lunch period.

Grades 1-5 teachers shall receive a total of 200 minutes per six day cycle of planning time when those grades 1-5 students are receiving itinerant instruction from itinerant teachers or media teachers.

- (b) Each teacher in grades 1 through 5 shall provide not more than sixty (60) minutes per week of supervision. Building principals shall develop supervision schedules designed to provide maximum planning time for teachers. A teacher shall provide not more than thirty (30) minutes per day in supervision. This supervision shall not interfere with the teacher's duty free lunch, therefore will not include lunch supervision or lunch recess supervision.

Each teacher in grades 1-5 shall use as preparation or conferencing time not less than 200 minutes per six day cycle that the teacher's students are regularly scheduled to receive instruction from art, physical education and music teaching specialists. The teacher shall maintain control of the students until they are released by the teacher to the specialist or substitute teacher. The building principal shall be notified if the specialist or substitute has not assumed his responsibility within five minutes.

All other time, before or after school, shall be utilized as conferencing and preparation time.

- (c) Teachers in grades 1-5 shall not be required to collect lunch and milk money except in emergency situations.

3. Middle School (Grades 6 –8)

- (a) Middle School Teachers: 7 hours and 30 minutes per day with a 24 minute duty free lunch

Each teacher shall receive one preparation period daily not to exceed 60 minutes.

The professional agreement is modified to eliminate the “supervisory” time of teachers as stated in Article VII (B) (3) (b). The middle school schedule will be restructured to reflect that teachers teach no more than an average of 285 minutes of direct instruction per day, within a schedule that represents five (5) periods of instruction. The schedule will be one that is acceptable to the administration and the teaching staff. Article VII (B) (3) (c) will read “each teacher shall receive one preparation period daily not to exceed 60 minutes.”

4. Senior High School (Grades 9 – 12)

High School Teachers: 7 hours 31 minutes per day with a 28 minute duty free lunch

- (a) Teachers in grades 9-12 who voluntarily agree to teach the zero period shall report to work one class period prior to start of the school day and are released one class period prior to the end of the school day.

In grades 9-12, teachers shall be provided with a minimum of 28 minutes of duty-free lunch period.

- (b) Each teacher shall provide no more than a daily average of 300 minutes of direct instruction over a period of one year.
- (c) Each teacher may be required to supervise one homeroom period of not more than ten (10) minutes duration each day. Teachers may also be required to supervise students in their assigned classroom or the immediately adjacent hallway ten (10) minutes prior to the commencement of the student instructional school day and during a student passing period.
- (d) Each teacher shall receive an average of one (1) sixty (60) minute period for preparation time daily. All other time not specifically allocated above shall be conferencing and preparation time. If the teacher agrees, the building principal may authorize him to teach a class for another teacher during his preparation period, for which the teacher shall receive the teacher’s hourly rate.

- C. The building principal of each building may designate one (1) day of the week which may be used for meetings to consider problems related to the instructional program no later than the first full week of school. These meetings shall last no more than 100 minutes before or after student arrival or dismissal of which 90 minutes may be devoted to meeting time to be determined by building consensus. Each building will have no more than three meetings per month. The building principal will develop the annual meeting schedule in cooperation with teacher leaders from the school improvement, professional development, and technology committees. Sign in and sign out are required at all meetings. Total annual meeting hours will not exceed 25, of which approximately two (2) hours are designated for online training (such as but not limited to bloodborne pathogen, copyright, PLC, etc.). This total does not reflect meetings held on orientation days.
1. Emergency meetings may be called by the building principal at any time. Attendance by teachers shall be required during the regular work day and be optional before and after working hours.
 2. The day of the week on which meetings will be held shall not be changed except at semester break.
 3. Beginning in 2009-2010 newly hired or assigned part time teachers are required to attend all professional development activities and will attend weekly meetings on a pro rata basis. Part time teachers hired prior to 2009-2010 shall be compensated for attending all PD activities beyond pro rata or work with building administrator to attend all PD activities in lieu of weekly meetings with no compensation. When meetings are called at times not coinciding with the teacher's work schedules, individual meetings or conferences with the principal and/or minutes of the meetings shall be made available to insure that the teachers have pertinent information and opportunity for input. It is the teacher's responsibility to request the minutes or the information.
 4. Zero hour teachers must attend required staff meetings.
- D. The teachers shall not be assigned outside the scope of their teaching certificate and major or minor fields of study, except temporarily and for good cause.
- E. Every reasonable effort shall be made to limit the number of teacher preparations at the secondary level
- F. The ratio of students to classroom teachers in any school building shall be no greater than thirty to one (30:1). In facilities designed for student laboratory experiences, reasonable efforts shall be made to limit the number of students to the number of available learning stations. In grades Young 5's, the building-wide ratio of students to teacher shall not exceed twenty-two to one (22:1). In grades K, 1, 2 and 3, the building-wide ratio of students to teacher at any grade level shall not

exceed twenty-seven to one (27:1). In grades 4, 5, and 6, this ratio shall not exceed thirty to one (30:1).

In the event class enrollments in any particular room exceed the above identified ratios (Y 5's 22:1, K-3 27:1 and 4-6 30:1), the district shall equalize district-wide, the placement of any additional students so that class sizes vary by no more than 4 students in Y 5's, 5 students in grades K-3 and 6 students in grades 4-6.

When the ratio of ANY class exceeds the above agreed upon class size ratio (Y 5's 22:1, K-3 27:1 and 4-6 30:1), the teacher shall be compensated at the rate of \$500 per student per year. In grade level six (6), when a single section exceeds the ratio of 30:1, the teacher shall be compensated at a rate of \$125 per student per year. This compensation shall be prorated on a quarterly basis, depending upon when the student was added during the course of a school year. (i.e. – the 31st student added in a 4th grade class during the 2nd quarter will be compensated at ¾ of the \$500 rate of \$375).

When the ratio of students in all sections is at two (2) students above the cap, a new section will be created: (Y 5's 24:1, K-3 29:1 and 4-6 32:1). No individual class ratio will ever exceed the following: (Y 5's 24:1, K-3 29:1 and 4-6 32:1).

Teachers may choose how and when payment will be made (i.e. biweekly, at the semester, at the end of the school year).

- G. The district shall equalize Special Education classrooms among each elementary building providing the placements are in compliance with State and Federal laws.

Special Education students shall be equally distributed among the classes/grade levels in each individual building. Variances may be made according to the requirements of the student's Individualized Education Plan.

The above Special Education provision shall be in compliance with applicable Special Education statutes, rules and regulations.

Every effort will be made to assure equal classroom distribution of mainstreamed Special Education students (short of busing) to effect maximum integration and quality education.

- H. It is agreed that all student counts, enrollments and ratios mentioned above or elsewhere in this Agreement are computed as of the September count established for state aid purposes.
- I. Teachers shall not regularly be required to assume responsibility for safety patrol or supervision of students beyond instruction time, except as described in paragraph B, 1, 2 and 3 of this Article; office or clerical duties; or similar non-teaching responsibilities.

- J. Except in emergency situations teachers shall not be expected to perform medical and medically related procedures for students on a regular basis unless that teacher has agreed to do so and has been trained to perform such procedures.
- K. Teachers shall be allowed to requisition materials necessary to fulfill their teaching responsibilities. In the event that any item of requisition be refused, or subjected to an extended delay, every reasonable effort shall be made to consult the teacher prior to deletion of that item.
- L. The board recognizes that appropriate texts, supplies, reference materials, audio-visual equipment, and similar items are necessary for competent instruction, and agrees to keep schools reasonably and properly equipped and maintained.
- M. The board agrees to provide a work station for each teacher that is safe from undue hazard and/or discomfort to his health, safety or well being.
- N. In each school building the board shall provide restroom and lavatory facilities exclusively for teachers' use. The entire campus including parking lot shall be designated as a smoke-free environment.
- O. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. Religious or political activities of any teacher outside the classroom (or lack thereof) shall not be grounds for any discipline or discrimination with respect to the professional employment of such a teacher. The board agrees that any teacher should enjoy the same degree of privacy in his personal life as is enjoyed by other citizens of the community.
- P. High School Counselors and at least one Middle School Counselor are required to work one week before and one week after the regular school year and be paid at their hourly rate. When determined to be necessary by the principals, counselors may be requested to work beyond those dates and be paid at their hourly rate.

ARTICLE VIII

Vacancies, Transfers, Job Assignments, and Promotions

- A. Only Teachers who hold a minimum of a baccalaureate degree and who are eligible for certification by the State Board of Education and meet the Federally mandated Highly Qualified guidelines shall be employed by the Board of Education, except as otherwise provided by law.
- B. A vacancy in a teaching position shall exist whenever the Board determines that a teaching position is unoccupied and there is no incumbent employee who is Highly Qualified for the assignment. Vacancies may occur by the creation of a new position or by the resignation, retirement, transfer, leave of absence, death, or long-term illness of the Teacher holding the assignment. The Board shall immediately make such vacancies known to all Teachers in the following manner:
 - 1. During the School Year all Teachers shall be sent notification of all such vacancies through email postings and posting on the district website.
 - 2. During the summer recess all Teachers shall be notified of all position vacancies by email or website.
 - 3. No position may be filled until three (3) days from date of notification. Teachers will be notified via email.
 - 4. Classroom teaching vacancies which develop during the School Year may be filled immediately, provided those positions shall be advertised as open for application by any Teacher who meets the Federally mandated Highly Qualified guidelines for the following School Year.
- C. The Board agrees, insofar as possible, to fill available positions, including promotions to supervisory and executive levels, by promotion from within its own teaching staff.
- D. It is agreed that unrequested transfers of Teachers are to be minimized and avoided whenever possible. Teachers affected by unrequested transfers to different subject, grade, or building assignments shall be notified not less than ten (10) days prior to the transfer. During the School Year, such notice shall be made in person by the Building Principal or the Superintendent's designee, and during recessed periods it shall be made by first-class mail to the Teacher's home address shown on official school records.
- E. Any Teacher who shall serve in a supervisory or executive position within the district and who shall later return to Teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such supervisory or executive status.

- F. Any Teacher may request placement, either by way of transfer (or rehire), into any vacancy by making application to the Superintendent, in writing, within ten (10) calendar days of the date of the Notice of Vacancy, provided that he/she is Highly Qualified.
- G. No employee covered by this Agreement, including Counselors, Social Workers, Speech Therapists or other Certificated employees, whether or not classroom Teachers, shall obtain tenure in position, and all such employees shall be subject to transfer, assignment and promotion in accordance with the provisions of this Agreement.
- H. If a teaching vacancy is posted, all reasonable requests for transfer to that vacancy shall be considered. A teacher may request a review of the reasons in case of a denial.

ARTICLE IX

Leave Policies

A. Accumulated Leave Days - Each Teacher shall accrue twelve (12) Leave Days and the number of Extended Leave Days to which the Teacher may be entitled for the current School Year effective on the first day the Teacher reports to duty each year. "Report to Duty" means actual presence for the purpose of performing duties on a scheduled work day, or notification of illness with the intent to return to work when health permits. In cases where a Teacher has exhausted all accumulated sick leave, the Board may require certification by a physician.

1. Teachers may accumulate Leave Days to a maximum of one hundred (100) days.
2. Teachers who are employed on a part-time basis shall accrue and utilize days, as if they were full-time employees, during the school year in which they are teaching part-time. For example, a part-time teacher accrues 12 leave days per year and will be charged these days as if they were full days when they take time off. Half-days are dealt with in the same manner that full-time teachers utilize half-days off. These days will then be pro-rated at the end of the school year in order to carry over to the next year and recalculated based on their new part-time or full-time status.

Example: Teacher is 0.6 part-time. Teacher uses 3 of their 12 leave days in current school year. Teacher has 9 accrued days that carry over into the next school year, prorated at $9 \times 0.6 = 5.4$ days. The following year the teacher is 0.8 part-time; this teacher will start the year with 12 part-time days plus 5.4 divided by 0.8 = 6.75 days.

Total accrued 0.8 days = $12 + 6.75 = 18.75$ days.

3. At the beginning of the School Year accumulated Leave Days shall be adjusted by deducting days used and adding the days due for the new School Year. Each Teacher shall be given a written notification of the number of Leave Days he has accumulated annually. Such notification shall be given during the first week of each School Year.
- B. Extended Leave Days - A Teacher who has exhausted his accumulated Leave Days shall receive one-half (1/2) of his calculated daily rate. See Article IX, F. 1. (c).

A Teacher with fifteen (15) or more years of seniority in the St. Joseph Public Schools, and who exhausts his accumulated and Extended Leave Days, shall be granted re-accumulation of Leave Days on a pro rata basis of seventeen (17) days per year to a maximum of ninety (90) days.

- C. Leave Days may be used for personal illness and other purposes as defined below. A Teacher's absence on any assigned day shall be designated and charged according to the appropriate section of this Article. Absence not specifically designated as paid shall be without pay, and a pro rata portion of the Teacher's contracted Schedule A salary shall be deducted therefor. A partial day's absence for less than a half day shall be counted as a half day's absence. An absence which is more than a half day, but less than a full day, shall be charged as a full day. Absences for less than one (1) hour need not be counted, if approved by the building principal. A half-day's absence shall be charged for a Teacher missing more than one (1) hour and less than four hours. A full day shall be charged for absences more than four hours.
- D. Whenever a Teacher is absent and such absence is covered by provisions of this Article, such absence time shall be treated as experience credit for the purpose of determining placement on the salary schedule, except as may be limited by other provisions of this Agreement.
- E. Application for a Leave of Absence, or for any leave requiring permission or advance notification, shall be made in writing to the Superintendent through the Supervisor or Building Principal.
1. Approval or denial of all applications shall be in writing and shall be furnished to the Teacher within three (3) work days after being received by the Supervisor, Principal or Superintendent, as applicable. If no response is made within the time limits, the Teacher may consider Leave to be approved.
 2. Approvals for requested Leaves shall state specifically whether or not the Leave of Absence will be treated as Seniority.
 3. Denial of any Leave application shall specify the reason for such denial and shall be signed by the administrator denying the request.
 4. Legitimate use of Leave Days shall not be charged to be an abuse of professional duties under any circumstances.
 5. Accumulated Leave Days may be used periodically or consecutively, as circumstances may require. No individual shall be permitted to borrow from future Leave Days, should his Accumulated Leave be exhausted.
 6. Notification of Absence - Requests for leaves which do not require written notification to the Superintendent may be made by telephone. Teachers shall phone or get on-line with AESOP the evening before the expected day of absence, or between 5:30 a.m. and 6:30 a.m. on the day of absence. If necessary, the teacher may notify the building principal the night before the known absence is to occur. Each building will determine its own policy on late calling for a late call in (in the event that an emergency occurs).

- F. Leaves of absence without monetary loss on the part of Teachers, which are deducted from Teacher leave time:
1. Sick/Disability - leave may be used for personal illness of the Teacher, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery to the total of accumulated days.
 - (a) Any Teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation shall receive from the Board the difference between the compensation allowance and his contracted salary. Any lump sum settlement by the Compensation Commission shall be in lieu of any further liability on the part of the school district.
 - (b) After an absence due to illness a Teacher may be required by the Superintendent to be examined by a physician prior to his return to work. Such examination shall be at the expense of the Board of Education, and the Board may select the physician.
 - (c) Extended leave days may be used in combination with accumulated leave days up to a total of 90 calendar days unless accumulated leave days exceed 90 calendar days then the accumulated leave days shall be used until exhausted.
 - (d) Any SJEA member who uses 3 or less sick/personal days shall receive a \$100 check from SJPS at the conclusion of the school year.
 2. Family Illness Leave - Upon request of the Teacher, up to ten (10) per year days of paid Leave Time shall be granted to any Teacher to care for or make arrangements for the care of any member of the Teacher's immediate family who has become ill or injured. Once every 5 years teachers may use up to 30 accumulated paid Leave days to care for or make arrangement for the care of any member of the Teacher's immediate family who has become ill or injured.
 3. Funeral Leave - Upon request of a Teacher, up to three (3) days Leave shall be granted to permit that Teacher to attend the funeral of relatives who are not members of the Teacher's immediate family, or other persons whose relationship to the Teacher may warrant that Teacher's attendance.
 4. Emergency Leave - Leaves may be granted to any Teacher upon application, for matters of an emergency nature, upon approval by the Superintendent.
 5. Discretionary Leave - Each teacher may with reasonable notice request and shall be granted three (3) days of Discretionary Leave per year. These days may be used at the discretion of the Teacher. The number of Teachers absent on Discretionary Leave from any one school on any one day shall be limited to

one (1) in an elementary school building, two (2) in a middle school building, and three (3) in the senior high school building; provided, in cases of unavoidable conflict, the building Principal shall request and the Superintendent may grant exceptions.

G. Leaves of Absence with pay for which Leave Time will not be deducted from the Teacher's accumulated total:

1. Death in Family - Upon request of the Teacher five (5) days Leave time shall be granted for each death in the immediate family, including grandchildren. Additional days may be granted, if the circumstances so warrant. These additional days will be deducted from Teacher Leave Time.
2. Jury Duty or Court Appearance - If a Teacher is absent because of jury duty or any other appearance in court, provided such appearance is connected with or arises out of his position as a Teacher in this school district, he shall lose neither salary nor Leave Time. Any compensation received for such appearance, however, shall be given over to the Board of Education or the Teacher will suffer loss of salary for all time absent from his teaching duties. The Board reserves the right to ask proper judicial authority to excuse a Teacher from jury duty when that Teacher's absence may cause a hardship to the district.
3. Conference Leave - Any Teacher who is officially designated by the school administration to attend a meeting, convention, workshop, field trip, inservice program, or other school business will be allowed all reasonable expense. The time used for such attendance shall not be deducted from the Teacher's accumulated total nor shall any salary become forfeit.
4. Teacher Conference - Leave with pay, not chargeable against the Teacher's allowance, may be granted for professional meetings and conferences, according to the individual's professional need or affiliation. A Conference shall be defined as a formal meeting sponsored by a local, state or national organization relating to the Teacher's classroom or extra duty assignments.
5. Professional Visitation Days - Days may be allowed for interschool or intra-school visiting and observation of teaching methods. Teachers are encouraged to make use of these days.
6. Commission or Board Leave Days - Teachers who are officers or Board Members of the MEA shall upon advance application be granted Leave of Absence without loss of salary or accumulated Leave Days. The Association agrees to compensate the district for the Substitute Teachers required.
7. Leave of absence with pay and without additional cost to the school district may be granted at the discretion of the Superintendent.

H. Leave of Absence without pay for which Leave Time will not be deducted from the Teacher's accumulated total:

1. Short Term Personal Leave - Upon submitting a written request in advance to the Superintendent, any Teacher shall be granted a Leave of Absence without pay for the number of contractual days specified in the request. No Teacher shall take more than ten (10) days of Short Term Personal Leave per year. No such Leave shall be granted for the purpose of extending any holiday or vacation period without the written approval of the Superintendent.
2. Extended Personal Leave - Upon written application, a Teacher may be granted a Leave of Absence of at least one (1) but not more than two (2) semesters without pay.
 - (a) If such Leave is granted by the Board, the Board shall return the Teacher to his former position, or to another position for which the Teacher is qualified and certificated and which the Teacher may request in lieu of his former position, if such position is available or can be made available legally.
3. Political Activity Leave - The Board shall grant a Leave of Absence without pay to any Teacher to campaign for, or serve in, a public office. This Leave shall not exceed one (1) year. A second year may be granted at the discretion of the Board.
4. A Leave of Absence may be granted to any Teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps or Job Corps, as a full-time participant in such programs, or a cultural travel or work program related to his professional responsibilities. Upon return from such Leave, a Teacher shall be placed on the same step of the salary schedule as he would have been had he taught in the district during such period; provided, a Teacher shall submit written evidence that the intent of the Leave as requested was fulfilled. This Leave shall not exceed one (1) year. A second year may be granted at the discretion of the Board.
5. Teachers who are appointed to the staff of the MEA may be given a Leave of Absence without pay. This Leave shall not exceed one (1) year. A second year may be granted at the discretion of the Board.
6. Leaves of Absence without pay for purposes other than those specifically mentioned in this Article may be granted at the discretion of the Board.
7. Maternity/Adoption/Parental/Child Care Leave of Absence

- (a) A Leave of Absence shall be granted to any employee for reasons of Maternity/Adoption/Parental or Associated Child Care. Said Leave shall commence on a date requested by the Teacher.
1. In accordance with the Family Medical Leave Act a teacher may take up to twelve (12) weeks leave of absence for the birth or adoption of a child and shall use accumulated sick/disability leave which shall be deducted from the teacher's accumulated leave times, as is set forth in Article IX (F) (1) and Article IX (F) (3).
 2. If after twelve (12) weeks a teacher remains disabled as a result of childbirth, the teacher may continue to draw sick/disability leave pay provided that the teacher provides medical verification satisfactory to the School District of the continued disability. If a dispute arises as to the continued nature of the disability, the School District may, at its expense, obtain an independent medical evaluation.
 3. If after twelve (12) weeks a teacher who is not disabled wishes to continue a child care leave, the teacher may be granted up to two (2) full semesters following the completion of the twelve week maternity leave.

In the case of Maternity/Adoption/Parental or Associated Child Care Leave, he/she may terminate the Leave any time after the birth of the child, provided the Teacher is physically able to perform the work responsibilities.

In the event of death of the child for which the Leave has been granted, this Leave shall be terminated upon request of the employee.

A Teacher on said Leave of Absence shall communicate to the Superintendent their intent to continue said Leave or to return to the classroom not later than March 30, annually. Failure to notify the Superintendent will result in termination at the end of the Leave period as constituting job abandonment.

- (b) Pregnancy Leave of Absence Procedures - Whenever a teacher discovers that she is pregnant and wishes to request a leave of absence, she should follow one of these procedures:
1. Verbally notifies building principal.
 2. Completes *Leave Request Form* indicating beginning date and expected ending date.
 3. If IX, F1 is checked (Sick/Disability)

- a. Teacher attaches physician's statement indicating length of sickness and potential date of return to work.
- b. Teacher sends to principal.
- c. Principal will verify with central office that the teacher has appropriate accumulated sick leave and/or extended leave balance. The teacher may verify accumulated days with the business office.
- d. Principal recommends approval and sends request to superintendent.
- e. Superintendent reviews request and approves or denies according to PAWT requirements.
- f. Superintendent's secretary distributes white and yellow copies to principal, and pink copy to payroll.
- g. Principal returns white copy to teacher and files yellow copy in office file.
- h. Sick leave pay is received up to the days that the teacher has requested and that have been accumulated.
- i. All benefits and seniority continue.

or

4. After paid leave time is exhausted, a teacher may request an unpaid leave. If IX, H7 is checked (Maternity Leave/Adoption/Parental/Child Care Leave of Absence):
 - a. Teacher sends to principal.
 - b. Principal recommends approval of request and sends to superintendent.
 - c. Superintendent reviews request and approves or denies according to PAWT requirements.
 - d. Superintendent's secretary distributes white and yellow copies to principal, and pink copy to payroll.
 - e. Principal returns white copy to teacher and files yellow copy in office file.

- f. No pay is received.
- g. All benefits are stopped. (Benefits are continued under FMLA for twelve (12) weeks.)

or

5. If IX, H8 is checked (Family and Medical Leave)

- a. Teacher sends to principal.
- b. Principal may request a physician's statement and recommends approval of request and sends to superintendent.
- c. Superintendent reviews request and approves or denies according to PAWT requirements.
- d. Superintendent's secretary distributes white and yellow copies to principal, and pink copy to payroll.
- e. Principal returns white copy to teacher and files yellow copy in office file.
- f. No pay is received. (Accrued time may be exhausted prior to beginning an unpaid leave.)
- g. All benefits and seniority continue.

8. Family and Medical Leave

Each teacher shall be covered under the provisions of the Family and Medical Leave Act of 1993. Information regarding the FMLA Act of 1993 shall be in the *Teacher Handbook*.

9. Sabbatical Leave - Any Teacher who has been employed by the Board for seven (7) consecutive years may apply for and may be granted, a Sabbatical Leave of up to two (2) semesters, upon showing a planned study program to be pursued by such Teacher during such Leave.
- a. Sabbatical Leaves shall be granted to no more than three (3) members of the total staff in any one year.
 - b. In the event a Teacher requests a Sabbatical Leave and this request is denied, the Board shall provide to the Teacher, in writing, the reasons for such denial.

- c. Teachers on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave if allowed by the rules and regulations of the Board of Control of Public School Employees Retirement Funds.
 - d. Each Sabbatical Leave applicant shall sign an agreement to return to service with the St. Joseph Board of Education immediately upon termination of Sabbatical Leave.
 - e. A Teacher returning from Sabbatical Leave shall submit to the Board an appropriate report of the program of study.
 - f. Experience credit and Seniority shall be granted for the term of Sabbatical Leave, provided the intent of the Sabbatical has been fulfilled and reported according to section 8 above. Evaluation of such report and approval by the Board shall satisfy the requirement for evaluation due each Teacher each year.
 - g. Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
 - h. A Teacher upon return from a Sabbatical Leave shall be returned to his former position, unless the Teacher waives his prerogative. It is hereby agreed by both Parties that it is the Board's obligation to contract with the replacement Teacher so that the position vacated by the Teacher on Sabbatical Leave can legally be made available to the returning Teacher. The replacement Teacher, if he was specifically employed as a replacement for the Teacher on Sabbatical Leave and not transferring from another position within this school system, shall be assigned to a position of like nature, if available.
- I. All Teachers on leave shall notify the Superintendent by March 1 or November 1 of their intent to return to work the following semester. Failure to comply with this provision shall be deemed an interruption of continuous service for Seniority purposes.

ARTICLE X

Protection of Teachers

- A. The Board recognizes its responsibility to give all reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom. Each Teacher, however, bears the primary responsibility for maintaining proper control and discipline in the classroom.
- B. The Teacher may temporarily exclude a student from a class, when the nature 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 Building Principal or Assistant Principal full particulars of the incident as promptly as his teaching obligations will allow. If the Teacher requests a conference with the excluded student, and/or the student's parent or guardian, said conference shall be held prior to re-entry to the class.
- C. The Teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just.
- D. Any assault or threatened assault upon a Teacher, resulting from his position as a Teacher, shall be promptly reported to the Building Principal by the Teacher or his representative. The Board shall provide legal counsel, if requested by the Teacher, to advise the Teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the Teacher in handling the incident by law enforcement and judicial authorities, unless such counsel and assistance are provided through the Association.
- E. If any Teacher is complained against or sued in connection with this professional employment, the Board shall provide legal counsel and render all necessary assistance to the Teacher in his defense. This section shall be interpreted in terms of legal backing and shall not be interpreted to interfere with the rights of the Board to exercise rights of control, including dismissal.
- F. Time lost by a Teacher in connection with any incident mentioned in this Article, not compensable under Workers' Compensation, shall not be charged against the Teacher, unless he is adjudged liable by the court of competent jurisdiction. When Workers' Compensation is paid, the Board shall pay the difference between that sum and the Teacher's regular salary, but not to exceed the current year's contract. No deduction of Leave shall be made under these circumstances.
- G. In case of an assault by a student or students on a Teacher acting in line of duty, or other action taken by or against a Teacher in line of duty, causing damage to the Teacher's personal property, including clothing, the Board shall make an equitable financial settlement for such loss with the Teacher involved.

- H. Any complaints directed toward a Teacher shall be promptly called to the Teacher's attention. This requirement shall not prevent the Supervisor from screening out petty gripes.

- I. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, but shall not be individually liable, except in case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XI

Discipline and Dismissal

A. Discipline Less Than Dismissal

1. No teacher NOT COVERED BY THE TENURE ACT shall be disciplined, 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 any Agent or representative thereof, may be subject to the Grievance Procedure hereinafter set forth.
2. No adversely critical material originating after original employment of the teacher will be placed in his personnel file, unless the teacher has had an opportunity to review the material. The teacher may submit written comments regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may utilize the Grievance Procedure contained elsewhere in this Agreement to modify or remove such adversely critical material.
3. If a teacher is asked to sign any material to be placed in his file, such signature shall be understood to indicate his awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the content of the material.
4. A teacher may have placed in his personnel file any reports, documents or data deemed pertinent by the teacher.
5. A teacher has the right to review his own personnel file. An Association representative of the teacher's choosing may accompany the teacher in such review, which shall be made in the presence of the Superintendent or his Agent; and such reviews shall be by appointment only.

B. Dismissal

1. Dismissal or nonrenewal shall be in accordance with the Michigan Teacher Tenure Act of 1937, as amended. In the event that said Act be repealed, the parties agree to enter into negotiations immediately to establish dismissal procedures.
2. Dismissal or nonrenewal of a TEACHER COVERED BY THE TENURE ACT shall not be subject to the Grievance Procedure contained in this Agreement. However, dismissal of a probationary teacher NOT COVERED BY THE TENURE ACT (as opposed to the nonrenewal) prior to the expiration

of the individual teacher contract year may be subject to the Grievance Procedures.

ARTICLE XII

Negotiation Procedures

- A. By March 1 prior to the expiration of this Agreement, the Parties shall begin negotiations for a new Agreement covering wages, hours, and terms and conditions of employment of Teachers employed by the Board. Upon mutual agreement, any Article may be opened for negotiation at any time.
- B. A Teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any Grievance Procedure, including Arbitration, shall be released from regular duties without loss of salary. Such release from regular duties shall apply to negotiations scheduled or requested by the Board during the school day.
- C. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the Parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement, upon request by either Party to the other.
- D. In any negotiations described in this Article, neither Party 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. It is recognized that no final Agreement between the Parties may be executed without ratification by a majority of the Board of Education and the Association according to their respective procedures; but the Parties mutually pledge that representatives selected by each shall be given all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Such representatives shall be empowered to agree to negotiations schedules and procedures.
- E. If the parties fail to reach an agreement in any such negotiations, either Party may invoke the mediation machinery of the Michigan Employment Relations Commission (MERC) or take any other lawful measures it may deem appropriate.

ARTICLE XIII

Grievance Procedure

- A. Any Teacher, group of Teachers, or the Association, believing that there has been a violation of any provision of this Agreement, may file a Grievance. The Association may, on behalf of the membership, file classification-wide Grievances as an entity; provided, however, that at the time such Grievance is filed an actual complaint or controversy exists between an employee or group of employees and the district concerning the application of this Agreement. Such Association Grievances may be initiated at the third step of the Grievance Procedure. The following matters shall not be the basis of any Grievance filed under the procedures outlined in this Article:
1. The offer or withdrawal of extra-duty assignments from year to year.
 2. Discharge or demotion under the provision of the Michigan Teachers' Tenure Act.
 3. All other non-grievable items specifically referred to in this Agreement.
- B. A formal Grievance shall conform to the following standard format:
1. A specific action, or activity, or absence of action or activity shall be charged by the grieving Party(ies).
 2. The Grievance shall cite the paragraph(s) or sub-paragraph(s) of this contract alleged to have been violated.
 3. A brief synopsis of background facts giving rise to the Grievance shall be provided.
 4. The date(s) and place(s) of the alleged action(s) or activity(ies) shall be specified.
 5. A specific relief shall be requested by the grieving Party(ies).
 6. The Grievance shall be signed by the aggrieved Teacher(s) and/or by the local designated Association representative in the case of an Association Grievance.
- C. The Association agrees to appoint a Grievance Committee to process Grievances. GCM's (Grievance Committee Members) shall have the prerogative of conducting Association business relative to Grievances during all time not designated as student contact time, as long as the student contact time of other Teachers is not infringed upon. The Chairman of the Grievance Committee shall process each step of a Grievance as defined in paragraph F of this Article. The Grievance Committee

Chairman shall have the prerogative of using all time not designated as student contact time for the conduct of Association business relative to Grievances and contract administration.

- D. The Board hereby designates as its representatives for the purpose of contract administration and the processing of all Grievances the following:
 - 1. The Building Principal in each building for Steps One and Two.
 - 2. The Superintendent of Schools for Step Three.
- E. All reference to days in this Article shall mean working days, excluding all Saturdays, Sundays, legal holidays, and other days when school is not in session prior to June 1 or after September 1.
- F. A Teacher shall have thirty (30) working days after occurrence of any action or activity, or thirty (30) working days after it was known or should have been known that an activity or action may have violated this Agreement to initiate a Grievance.

Step One - When the Teacher believes there has been a violation of this Agreement, the Teacher, Supervisor and a GCM, if requested by the Teacher, shall discuss the problem orally. The Supervisor shall give an oral or written response to the Teacher within three (3) working days. If the response is unsatisfactory to the Teacher or the Supervisor fails to respond in the specified time, Step Two of the Grievance procedure may be invoked.

Step Two - The Grievance Committee Chairman or his designee shall reduce the Grievance to writing and present it to the Teacher's immediate Supervisor within thirty (30) working days. The Association may use an additional thirty (30) days if it deems it necessary. The Supervisor shall answer the written Grievance, in writing, within five (5) working days to the grievant, the Superintendent, and the GCM. If the agreement is reached in this step, the GCM, or designee, and Supervisor shall sign all copies of the settlement accordingly. One (1) copy of the Agreement shall be retained by the Supervisor and the GCM, respectively, and a copy shall be filed in the Superintendent's office.

Step Three - Presentation to Superintendent - If the response in the first two steps of this procedure is not satisfactory to the Teacher, then the Chairman of the Grievance Committee, accompanied by the Building AR, if desired, may present the Grievance to the Superintendent within five (5) working days. If a Grievance concerns two (2) or more buildings, the Chairman of the Grievance Committee may present the Grievance within five (5) working days to the Superintendent, who shall answer in writing within five (5) working days. If an agreement is reached in this step, the Chairman of the Grievance Committee and the Superintendent shall sign all copies of the settlement accordingly. Copies of the Grievance will be retained by the Association and the Board.

Step Four - Presentation to the Board - If the Grievance is not settled in Step Three within five (5) working days, the Association may present the Grievance to the Board of Education through the Secretary of the Board. Within fifteen (15) working days from the receipt of the Grievance, the Board shall meet to consider the Grievance. The Grievance shall then, within ten (10) working days, come before the Board and the Association Grievance Committee. After discussion of the Grievance in the Grievance Meeting, the Board shall present its final answer in writing to the Association no later than ten (10) working days after the Grievance Meeting.

Step Five - Arbitration - If the Grievance is not resolved in Step Four of the Grievance Procedure, the Association may request that the Grievance be submitted to Arbitration. Such request shall be made, in writing, to the Board within twenty (20) working days following the Association's receipt of the Board's response in Step Four.

- (a) After a request for Arbitration is made, each Party shall designate its representatives, who shall attempt to agree upon an Arbitrator. Such meeting will be scheduled at a mutually satisfactory time outside the regular school day.
- (b) If the representatives cannot agree upon an Arbitrator within ten (10) working days after the request to arbitrate is made, then both Parties shall forward a joint letter to the American Arbitration Association requesting a list of seven (7) Arbitrators. From this list, the Parties will strike a name alternately and the last remaining name shall be the Arbitrator.
- (c) Either Party may submit a written brief to the Arbitrator before the hearing, provided that all pre-hearing briefs must be filed and served on the opposing Party at least twenty-four (24) hours before the time set for the hearing. In no case shall either Party be permitted to assert or rely upon any ground or evidence not previously disclosed to the other Party.
- (d) Arbitration shall not result in any addition to, or deletion from, this Agreement, or in any change in the established wage schedules as contained herein. Powers of the Arbitrator are subject to the following limitations:
 - 1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2) He shall have no power to establish salary scales or to change any salary.
 - 3) He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, so long

as such practice, policy or rule does not violate the terms of this Agreement.

- 4) He shall have no power to interpret state or federal law.
 - 5) He shall not hear any Grievance previously barred from the scope of the Grievance Procedure.
 - 6) More than one Grievance may not be considered by the Arbitrator at the same time, except upon expressed written mutual consent and then only if they are of similar nature.
 - 7) The Arbitrator shall have no power to decide procedural questions relative to discharge under the Michigan Tenure Act, as amended.
- (e) No case shall be subject to Arbitration more than one (1) time while this Agreement is in effect.
- (f) If any Teacher for whom a Grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- (g) The decision of the Arbitrator shall be final and binding on both Parties. Both Parties agree to stipulate to the Arbitrator that a decision in writing must be executed within twenty (20) working days after the last Arbitration meeting and copies of such decision will be sent to both Parties.
- (h) The costs of any Arbitration cases heard during the term of this Agreement shall be paid for by the Board, if the Grievance is upheld, or by the Association, if the Grievance is denied. The cost of any stenographic record made and any transcript thereof shall be paid for by the Party requesting same.
- G. Any Grievance which is not processed by the Board within the time limits specified shall automatically advance to the next step of the Grievance Procedure; provided, however, that nothing contained herein shall be construed so as automatically to refer a Grievance to arbitration. Should the Grievance reach the Fourth Step without being properly processed in the preceding steps, the Association and the Board shall make every effort to settle the Grievance before such Grievance is submitted to Arbitration.
- H. Any of the time limits specified may be extended by written mutual agreement between the Board and the Association Representatives involved in that step.

- I. All Parties who possess adverse claims that will be affected by the outcome of a specific Grievance Procedure shall submit their cases simultaneously in one proceeding.

ARTICLE XIV

Informal Conferences

- A. The Superintendent and such other Board representatives as the Board or the Superintendent may designate will meet informally, upon request of either Party to the other in writing, on such days and at such times as may be mutually agreed upon with representatives of the Association for the purpose of discussing problems of mutual concern.
- B. These informal discussions shall simply involve mutual exchange of suggestions and ideas and shall in no sense be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association to gain insights and better understanding between the Parties and to promote closer cooperation in all relationships concerning this Agreement.

ARTICLE XV

Student Teaching Program Assistance

- A. The Superintendent of Schools is directly responsible for the approval of Student Teacher placements in the school district. No Student Teacher shall be assigned to any Supervising Teacher without his prior consent and the consent of the Building Principal.
- B. Supervising Teachers shall have at least three (3) years of Seniority in the St. Joseph Public Schools.
- C. College or University Program Coordinators shall work directly with any Teacher participating in the Student Teaching Programs.
- D. All payments received by the district for Student Teacher Programs or by any individual Teacher for services as a Supervising Teacher shall be deposited into a Supervising Teacher Fund and expended as follows:
 - 1. An amount of twenty-five dollars (\$25.00), if paid by a university, shall be paid to a Supervising Teacher, if requested within two (2) years following the end of the semester he supervised a Student Teacher, upon request to the Superintendent.
 - 2. This money shall be used to reimburse the Teacher for expenses incurred for tuition, education supplies, conferences and visitations.
 - 3. Any amount received for Student Teachers through sponsoring institution and not reimbursed to Teachers shall be used for total teaching staff inservice and professional development.
- E. No Supervising Teacher shall have more than one (1) Student Teacher per school year.
- F. No Student Teacher shall be placed in sole charge of a classroom until both the College or University Coordinator and the Supervising Teacher have agreed that this experience is desirable.
- G. Student Teachers shall not be used as Substitutes for Teachers other than Supervising Teachers to whom they are assigned, and then only under emergency conditions.

ARTICLE XVI

School Calendar

A. The School Calendar shall be determined annually by a Joint Committee consisting of four (4) persons appointed by the Association and four (4) persons appointed by the Superintendent. The following items shall be part of the Calendar:

1. The District will remain in compliance with current Michigan regulations regarding student instructional hours and use of teacher professional development time toward required student instructional hours.

Instruction days must be made up in accordance with state-mandated laws. School ending dates will be announced by May 1 of that school year.

2. If any make-up days are needed due to school closing, these make-up days will be scheduled by the Board of Education at the end of the student year.
3. This contract may be modified through reconvening the calendar committee if necessary to meet the Department of Education's professional development hours.

Professional development is defined as a continuous process aimed at improving student achievement and promoting responsible citizenship in alignment with district outcomes, benchmarks, school improvement plans and/or individual IDP's; curriculum, instruction, and assessment inservice and training; grade level or department committee meetings; conferences, workshops, seminars, study groups, technology training, conference presentations; and membership on school improvement committees, curriculum committees.

4. Eight (8) half (1/2) days (four (4) per semester) shall be used in preparation for and conferences with parents of all elementary school students in each elementary school class or kindergarten section (see Article VII, A, 3). The scheduled conference shall be in person with parents. If the parents are unavailable for conferences in person, teachers may conduct conferences by telephone, email, or U.S. mail. Teachers must document all forms of conferences, and retain them for the principal's review. Each school building principal shall designate one evening each semester during which a Teacher may substitute an equivalent period of time in lieu of regularly scheduled daytime conferences.

- (a) Substitute teachers shall be hired for kindergarten teachers on the eight aforementioned days.

5. Six (6) half (1/2) days (three (3) at the end of each semester) shall be used for senior high school exam days. All students in session shall take exams. Four (4) half-days, or equivalent (2 each semester), may be scheduled for conferences with parents.
 6. Three (3) half (1/2) days shall be used for middle school exam days at the end of the second semester. All sixth, seventh and eighth grade students in session shall take exams. Four (4) half (1/2) days, or equivalent (2 each semester), may be scheduled for conferences with parents. An evaluation after each semester parent/teacher conference will be conducted by the building staff to determine if parent/teacher conferences should continue for the remainder of the contract at that building level.
 7. The last day of school for all students shall be a half day.
 8. No school shall be held on the following days:
 - (a) Labor Day
 - (b) Thanksgiving and the day after
 - (c) Christmas, New Year's and the days between
 - (d) Martin Luther King Day
 - (e) Good Friday
 - (f) Memorial Day
- B. The standard work week will be reduced whenever school is closed for emergency reasons. Teachers will not be required to come to school or remain at school whenever an official announcement is made that school is to be closed to students for emergency reasons unless a single building is closed and enough students are in attendance district wide to count as an official count day.
- C. Teacher attendance on teacher record days is optional provided all professional duties related to the end of the semester are completed by the assigned deadline.

ARTICLE XVII

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect or concluded during the term of this Agreement. The provisions of the Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- B. Copies of this Agreement shall be furnished at the expense of the Board and made available to all Teachers now employed or hereafter employed by the Board during the term of the Agreement.
- 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; but all other provisions or applications shall continue in full force and effect.
- D. Upon written request, each Teacher shall be issued two (2) complimentary general admission tickets for all senior high school athletic events. These complimentary tickets shall be used solely by the faculty member and his guest. In lieu of complimentary general admission tickets, if he prefers, each Teacher may purchase two (2) reserved seat season tickets for senior high school varsity basketball and/or football games at half the established price.
- E. Activities listed in Schedules B, C and D and other appointed assignments (other than regular teaching duties) shall not be subject to tenure in position.
- F. If a Teacher is required to use his personal vehicle in the course of his employment with the school district, he will be reimbursed at the standard mileage rate in accordance with IRS guidelines.

ARTICLE XVIII

Mentors

- A. For the first three (3) years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one (1) or more master teachers, or college professors, or retired master teachers who shall act as a mentor or mentors to the teacher. Bargaining unit members shall be considered for such assignments. Any teacher new to St. Joseph with more than three (3) years of total teaching experience will be assigned a mentor teacher for up to one year unless tenure had not been granted in the previous district. If tenure had not been granted, that teacher will receive mentoring services for three (3) years. Any bargaining unit member so selected may decline. Mentors shall assist the probationary employee to achieve the goals of the probationer's individual development plan.
- B. If a bargaining unit member is appointed as a mentor, the following provisions shall apply:
1. Bargaining unit mentors shall not participate in the supervision or evaluation of the probationer.
 2. Where possible the bargaining unit mentor and probationer shall be assigned common preparation time.
 3. Bargaining unit mentors shall not be permitted to testify in any grievance hearing or administrative hearing involving the probationer which concerns any aspect of the mentoring relationship or the probationer's individual development plan.
 4. Matters pertaining to service as a mentor shall not be included in the mentor's classroom teaching evaluation.
 5. Mentor teachers will fulfill all the requirements of mentorship.
 6. Each bargaining unit mentor beginning June 2006 shall be compensated using the rates listed below:

3% of BA Base – year 1
2% of BA Base – year 2
1% of BA Base – year 3

This pay schedule would start with new mentors (or new mentees.)

ARTICLE XIX

Site-Based Committee

The Board shall insure that decisions made at the school building level are made using site-based decision making that includes participation of teachers, school administrators, parents, pupils and others in the school community. The Board shall appoint a Site-Based Committee for each school building made up of members from each group identified in Section 1202 (a) of the Michigan School Code. Committee decisions shall be implemented by the Board so long as those decisions do not exceed the budgetary limits established by the Board, and so long as those decisions do not affect the operation of the District as a whole, the operations of other buildings within the District, the decisions of other Site-Based Committees, the decisions or recommendations of Curriculum Committees or School Improvement Committees and so long as they do not violate the collective bargaining agreement, Board policy or the law.

ARTICLE XX

Duration

All Articles of this Agreement shall be effective after ratification by both Parties and shall continue in effect until August 31, 2013.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized Representatives, after ratification by the Association on August 27, 2012, and by the Board of Education on September 17, 2012.

NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION, MEA/NEA:

BY _____
ST. JOSEPH REPRESENTATIVE

BY _____
ST. JOSEPH REPRESENTATIVE

ST. JOSEPH PUBLIC SCHOOLS:

BY _____
AMY PORRITT-PEIRCE, PRESIDENT

BY _____
DENISE C. REEVES, SECRETARY

Teacher Salary Schedule A (OLD)
2012-13

<u>Step</u>	<u>Level 1</u> <u>BA</u>	<u>Level 2</u> <u>BA+20</u>	<u>Level 3</u> <u>MA</u>
1	\$ 35,249	\$ 35,953	\$ 36,673
2	\$ 35,604	\$ 36,313	\$ 37,040
3	\$ 35,954	\$ 36,671	\$ 37,405
4	\$ 36,306	\$ 37,030	\$ 37,774
5	\$ 36,658	\$ 37,390	\$ 38,140
6		\$ 49,347	\$ 50,334
7		\$ 50,334	\$ 51,341
8		\$ 51,320	\$ 52,348
9		\$ 52,309	\$ 53,354
10		\$ 53,295	\$ 54,359
11			\$ 63,447
12			\$ 65,349
13			\$ 67,253
14			\$ 69,158
15			\$ 71,061

The following members will be grandfathered into the MA plus scale: Jim Berry, Jamie Culver, Paul Hirn and Anne MacDonald.

Teacher Salary Schedule A (NEW)

<u>Step</u>	<u>Salary</u>
1	35,250
2	36,950
3	38,650
4	40,350
5	42,050
6	43,750
7	45,450
8	47,150
9	48,850
10	50,550
11	52,250
12	53,950
13	55,650
14	57,350
15	59,050
16	60,750
17	62,450
18	64,150
19	65,850
20	67,550
21	69,250
22	70,950
23	72,650
24	74,350

Step 1,700

Notes:

Need MA to move to Step 13

Eliminate payment for hours beyond MA

Eliminate payment for longevity

For all new hires for 2012-2013 school year & beyond

NOTES TO SCHEDULE A

1. Note: Please cross reference page 17, Article V, E.
2. The level two scale shown on Schedule A is understood to mean that the teacher has earned a baccalaureate degree and at least twenty (20) semester hours, or the equivalent in term or quarter hours, after the degree was granted.
3. A teacher at the top of any level on Schedule A who qualifies to move to the next level shall advance to their appropriate seniority step at the next level.
4. Longevity pay shall be granted to teachers according to the following schedule: 16 to 20 years of service in the district one-half (1/2) percent of the AB Base; 21 to 25 years of service in the district one (1) percent of the AB Base; and 26 plus years of service in the district one and one-half (1-1/2) percent of the AB Base. Years of service in the district need not be continuous.

**LETTER OF AGREEMENT TO BE IN EFFECT FOR THE
2012-13 SCHOOL YEAR**

1. Article VI

C. The Board shall provide the following amounts toward the costs of benefits:

1. Total board contribution toward Benefits not to exceed \$1,850,000
2. Maximum state mandated hard cap contributions for SJEA members participating in the teacher's medical/Rx plans
3. \$320,000 to be used for, but not limited to:
 - i. Life insurance and LTD benefits as follows:
 - a. Life/AD&D:
 - i. Benefit amount \$50,000/\$50,000
 - ii. Includes Waiver of Premium & Accelerated Life Benefit
 - b. Long Term Disability:
 - i. Benefit amount = 66 2/3% of pre-disability earning to a maximum monthly benefit of \$5,000
 - ii. Waiting period (or Elimination Period) = 90 days, sick bank is NOT tied to the waiting period
 - iii. Benefit Duration: SSNRA (Social Security Normal Retirement Age)
 - iv. Own Occupation Period: 24 months
 - v. Social Security Offset: Full Family
 - vi. Survivor Benefit: 3 month
 - vii. Pre-existing Exclusion: not applicable
 - viii. Mental Nervous limitation: not applicable
 - ix. Substance Abuse: 24 month limitation
 - x. Self report condition limitation: not applicable
 - ii. Life insurance benefits beyond that provided in i. above
 - iii. LTD/STD/ADD benefits beyond that provided in i. above
 - iv. Dependent care
 - v. Dental benefits
 - vi. Vision benefits
 - vii. Ancillary benefits
 - viii. Excess Benefit Dollars can be taken as Cash-in-lieu

2. Off schedule give back for the 2012-13 school year:

Steps 1-5	1%
Steps 6-10	2%
Steps 11- landing on step 15	3%

All longevity pay will be paused for the 2012-13 school year.

3. Steps paid for 2012-13
4. If at the end of the 2012-13 school year, SJPS has additional revenues (if revenue exceeds expenses and the General Fund sees an increase) SJEA will receive 60% of these additional funds in the form of a one time payment to be distributed by SJEA

**SCHEDULE B
2009-2013**

Teachers in the following work assignments will be compensated on the AB scale of Schedule A for their years of experience credit at the following percentages.

Senior High School

All School Play Director	2.0%
Choral Director	7.0%
Clubs	2.5%
Conductor of Bands	15.0%
Conductor of Bands, Assistant	8.0%
Driver Education Director	5.0%
Forensics Director/Coach (Each)	3.5%
Intramural Sports Director	8.0%
Orchestra Director	9.0%
Pom Pons	3.5%
Sideline Coach	3.5%
Senior Play Director	2.0%
Show Choir Club	2.5%
Spring Musical Director	4.0%
Spring Musical Director, Assistant	3.0%
Student Council Advisor	4.0%
Variety Show Director	4.0%
Variety Show Director, Assistant	3.0%
Wind-Up Sponsor	4.0%
	(plus one hour of released time)
Year Book Advisor	4.0%
	(plus one hour of released time)
Junior Class Sponsor	3.0%
Senior Class Sponsor	3.0%
Sophomore Class Sponsor	1.5%
Freshman Class Sponsor	1.5%

Middle School

7 th Grade Cheerleader Advisor	2.0%
8 th Grade Cheerleader Advisor	2.0%
Clubs and Activities	2.5%
Student Council Advisor	3.0%
Year Book Advisor	4.0%

Elementary School

Elementary Clubs	2.5%
Science Olympiad	3.5%

Other

Guidance Director	12.0%
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SEE NOTES TO SCHEDULE A

SCHEDULE C
2009-2013

Extra-Pay Schedule for Coaching Stipends

Senior High School Coaching Positions and the stipend to be paid for them shall be:

Baseball

Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule

Basketball, Men's

Head Coach	100% of Basic Schedule
Assistant Coach	70% of Basic Schedule
9th Grade Coach	55% of Basic Schedule

Basketball, Women's

Head Coach	100% of Basic Schedule
Assistant Coach	70% of Basic Schedule
9th Grade Coach	55% of Basic Schedule

Competitive Cheerleading

Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule

Cross Country, Men's

Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule

Cross Country, Women's

Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule

Football

Head Coach	100% of Basic Schedule
Assistant Coach	70% of Basic Schedule
9th Grade Coach	55% of Basic Schedule

Golf

Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule

Soccer

Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
9th Grade Coach	27.5% of Basic Schedule

Softball

Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule

SCHEDULE C

Senior High School 2009-2013 (Continued)

<u>Swimming, Men's</u>	
Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule
Diving Coach	35% of Basic Schedule
<u>Swimming, Women's</u>	
Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule
Diving Coach	35% of Basic Schedule
<u>Tennis, Men's</u>	
Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
<u>Tennis, Women's</u>	
Head Coach	50% of Basic Schedule
Assistant Coach	35% of Basic Schedule
<u>Track, Men's</u>	
Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule
<u>Track, Women's</u>	
Head Coach	63% of Basic Schedule
Assistant Coach	44% of Basic Schedule
9th Grade Coach	35% of Basic Schedule
<u>Volleyball</u>	
Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule
9th Grade Coach	41% of Basic Schedule
<u>Wrestling</u>	
Head Coach	75% of Basic Schedule
Assistant Coach	53% of Basic Schedule

Middle School Coaching Positions and the stipend to be paid for them shall be:

<u>Athletic Coordinator</u> (To be removed 8/31/2013)	100% of Basic Schedule
<u>Basketball</u>	
7th Grade Boys	35% of Basic Schedule
7th Grade Girls	35% of Basic Schedule
8th Grade Boys	35% of Basic Schedule
8th Grade Girls	35% of Basic Schedule

SCHEDULE C

Middle School 2009-2013 (Continued)

<u>Cross Country</u>	
7th and 8th Grade	28% of Basic Schedule
<u>Football</u>	
Head 7th Grade Coach	35% of Basic Schedule
Assistant 7th Grade Coach	33% of Basic Schedule
Head 8th Grade Coach	35% of Basic Schedule
Assistant 8th Grade Coach	33% of Basic Schedule
<u>Tennis</u>	
7th and 8th Grade Boys	28% of Basic Schedule
7th and 8th Grade Girls	28% of Basic Schedule
<u>Track</u>	
7th Grade Boys	28% of Basic Schedule
7th Grade Girls	28% of Basic Schedule
8th Grade Boys	28% of Basic Schedule
8th Grade Girls	28% of Basic Schedule
<u>Volleyball</u>	
7th and 8th Grade*	28% of Basic Schedule
<u>Wrestling</u>	
7th and 8th Grade*	33% of Basic Schedule

* A second coach will be provided if the need is demonstrated. In the case of wrestling, if a second coach is provided, the percentage rate for each coach will be 28%.

SCHEDULE C

Athletic Remuneration Basic Schedule

EXPERIENCE YEAR	2009-2010 (1.0000)
1	5,825
2	6,261
3	6,676
4	7,101
5	7,526
6	7,903
7	8,299
8	8,717

NOTES TO SCHEDULE C

1. Coaches' responsibilities include pre-season and post-season conditioning programs, as outlined in the Position Description prepared by the Athletic Director.
2. The Middle School Athletic Coordinator is responsible for the scheduling and implementation of all sports programs within his respective school, as outlined in the Position Description.
3. It is recommended that the Middle School Athletic Coordinator not be assigned coaching duties.
4. All appointments to coaching positions are made annually by the Superintendent, upon recommendation from the respective Building Principal, or from the Athletic Director/Athletic Coordinator, if so designated by the Principal.
5. The payroll for athletic coaches shall be bi-weekly with the regular school payroll beginning two (2) weeks prior to the first athletic contest. One (1) month advance notice must be given to the Athletic Director/Athletic Coordinator to exercise Option B.
 - A. Bi-weekly as earned.
 - B. Installments beginning at the start of the respective season and continuing through the existing payment schedule.

(NOTE: Pay may be withheld by the Principal or his designated Athletic Director/Athletic Coordinator upon failure of the coach to complete his assignment. The withholding of pay may be applied to either the current school year or future athletic assignments.)

6. If a coaching position is assigned to two (2) or more persons, the stipend percentage shall be divided between them according to the Salary Index.
7. No Teacher shall assume tenure in any coaching position to which he has been appointed.
8. A coach coming into the district shall transfer in years of experience credit in that respective sport and grade level to a maximum of six steps, according to the Salary Index. Also, a Head Coach will be granted a minimum of \$100 more than his highest paid assistant regardless of other provisions of this Schedule.
9. A coach moving up in the system shall be granted years of experience in the respective sport to a maximum of eight (8) steps. For coaches hired after July 1, 2009, experience is limited to step six (6) unless you are a returning coach who has reached the top of the St. Joe scale in that sport.
10. In the event of a conflict, coaches must request and receive permission of their Building Principal to be excused from meetings or parent conferences held after school hours.
11. Any Head Coach, who is not to be reappointed for the succeeding School Year, shall be notified by the Board or its Agent not later than June 30 of the current School Year.
12. Any positions listed in Schedule C which are discontinued by the Board shall not be filled on a voluntary basis by persons not included in the bargaining unit.

SCHEDULE D

Department Leadership/Vertical Steering Representation

Pay Scale: \$1100 per year

DEPARTMENT LEADERSHIP POSITIONS:

MATH

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

SCIENCE

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

ENGLISH/LANGUAGE ARTS

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

SOCIAL STUDIES

Department Chairperson	Responsible for Grades 9-12
Department Chairperson	Responsible for Grades 6-8

INDUSTRIAL EDUCATION/CTE/VOCATIONAL EDUCATION/BUSINESS EDUCATION

Department Chairperson	Responsible for Grades 6-12 Will work with assigned CTE Director
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FINE ARTS/ART

Department Chairperson	Responsible for Grades K-12
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FOREIGN LANGUAGE

Department Chairperson	Responsible for Grades K-12
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LIFE MANAGEMENT

Department Chairperson	Responsible for Grades 6-12
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**ST. JOSEPH PUBLIC SCHOOLS
SCHOOL CALENDAR 2012-2013**

			Student Days	Teacher Days
August	27	New Teacher Orientation & Training	0	2
	27	High School Orientation / Social		
	28	Teacher Report Day - see attached		
	29	Teacher Report Day - see attached		
	30	New Teacher Training		
September	3	Labor Day - No School	18	19
	4	First Day of School		
	11	Back to School Night - High School		
	12	Back to School Night - Elementary		
	13	Back to School Night - Middle School		
	24	In-Service Day - No School K-12		
October	3	Count Day	23	23
	22	Late Start- 2 hour delay - K-12		
	31	End of 1st Marking Period (HS/MS)		
November	7	P/T Conf afternoon and evening - Upton 1/2 day MS	19	19
	8	P/T Conf afternoon and evening - HS 1/2 day HS		
	9	End of 1st Marking Period - Elementary		
	9	Teacher Record Day ELE 1/2 Day K-12 (p.m. virtual)		
	14	P/T Conf in afternoon and evening - ELE 1/2 day		
	15	P/T Conf in afternoon and evening - ELE 1/2 day		
	16	P/T Conf - ELE 1/2 day		
	21,22,23	No School - Thanksgiving Break		
December	10	Late Start- 2 hour delay - K-12	15	15
	21	Winter Break Begins at End of Day		
January	7	School Resumes	17	18
	11	End of 2nd Marking Period MS & HS		
	15, 16, 17	Semester Exams - MS and HS 1/2 Day for Students		
	18	End of Semester MS & HS Teacher (Virtual) Record Day - No School 6-12		
	18	Teacher In-Service for ELE staff - No School K-5		
	21	No School K-12 MLK, Jr. Day		
February	6	Count Day	19	20
	18	No School K-12 President's Day - Inservice Day K-12 Staff		
	28	End of 2nd Marking Period - Elementary		
March	1	K-5 Teacher (Virtual) Record Day - 1/2 Day for ELE Students	20	20
	6,7,8	P/T Conferences for Elementary - 1/2 Days for K-5		
	8	Teacher In-service 6-12 1/2 day for students		
	20	End of 3rd Marking Period - HS/MS		
	29	No School K-12 Good Friday		
April	1st - 5th	No School K-12 Spring Break	17	17
	8	School Resumes		
	22	Late Start- 2 hour delay - K-12		

May	6	Late Start - 2 hour delay - K-12	22	22
	24	End of 4th Marking Period - MS/HS		
	27	No School - Memorial Day		
	29, 30, 31	Final Exams MS/ HS		
	30	End of Semester - K-12		
	31	Last Day of School - K-12 1/2 Day for Students		
June	3	Teacher Record Day (Virtual)	0	1
TOTALS			170	176

NOTES:

Certified Staff Work Day: ELE 8:10-3:57; MS / HS student day plus a total of 20 min/day TBD

Student Attendance Day: ELE 8:30-3:47, MS 7:45-2:44; HS 7:45-2:48

Half Day Dismissal Time: ELE 11:45, MS 11:02, HS 11:00

August Days

- 27 9th Grade Orientation 6:30, 7:30 Social/Building Tour**
- 28 7:30 Breakfast, 9:00 - 11:30 PD (2.0) / Keynote, Teacher Work Day**
- 29 ELE 12:00-6:00 Staff Meeting & 4.0 PD (12-1:30 Staff Mtg, 1:45-6:00 PD, 6:45-7:45 Ice Cream Social)
MS 11:00-5:00 Staff Meeting & 4.0 PD (11:00-12:30 Staff, 12:45-5:00 PD), 5:30-6:30 Ice Cream Social
HS Staff 8:00-1:45 Staff Meeting & 4.0 PD (8:00-12:00 PD, 12:15-1:45 Staff)**

12-13 Self Directed Professional Learning Time:

ELE 3.0 hours

MS 2.5 hours

HS 7.5 hours

NOTE: In addition to teacher days listed in the calendar, staff is required to complete self-directed hours

**ADDENDUM
11/28/2012**

Items in the addendum represent topics that are prohibitive subject of bargaining, and will be revisited if legislation changes.

~~ARTICLE V~~

~~B.— Salary advancements, either through step increments or schedule improvements, are dependent upon satisfactory evaluations of previous assignments and are not to be considered automatic. It is hereby agreed that a recommendation from the evaluator for withholding increments or schedule improvements shall be subject to the grievance procedure in this Professional Agreement until June 30 of the year in which that recommendation is made. It is further understood that a withholding of increment or schedule improvements which is based upon an unsatisfactory evaluation should be treated as a single grievance.~~

~~ARTICLE VIII~~

~~C.— In filling vacancies the Board agrees to give due weight to the professional background and attainments of all applicants, and where those are substantively equal to grant preference to the current employee of the district.~~

~~F.— Any Teacher transferred to another position, either by his request or by an unrequested transfer, shall be subject to the provisions of Article XVI, paragraph C, below. If a school building is closed or if elementary grade sections are reduced (district wide), displaced Teachers shall be granted the lowest seniority position at that grade level occupied by the Teacher with the lowest seniority, if requested by a displaced Teacher.~~

~~—G.— or recall~~

~~ARTICLE IX~~

~~—D.— Accrual of seniority for time spent on leave is governed by Article XVI, E.~~

~~ARTICLE X~~

Teacher Evaluation

~~—A.— The purpose of evaluation is to recognize effective teaching and related responsibilities and to improve the quality of education in the St. Joseph Public Schools.~~

~~—B.— The performance of all Teachers shall be evaluated in writing. Tenured Teachers shall be evaluated at least once every other school year based on a minimum of two~~

~~observations. Tenured teachers who receive less than satisfactory evaluations shall be provided an Individual Development Plan within ten (10) days after the evaluation conference provided for in Section D (3) below. Probationary teachers shall be observed at least twice each school year, no later than mid December and April 1. The first and last classroom observations must be held at least 60 days apart. There shall be a post-observation conference held with the teacher no more than five (5) duty days after each observation. Probationary evaluations must be completed no later than April 15. All probationary teachers shall receive an Individual Development Plan no later than the conclusion of one full year of service.~~

~~C. All reference to “days” in this Article shall mean calendar days. All Teachers shall receive formal written evaluation no later than thirty (30) days prior to the end of the second semester.~~

~~D. Evaluation summaries shall be of two (2) types: Specific and General:~~

~~1. Specific summaries shall be used by the Supervisor following observation of the Teacher in the classroom and in other related teaching responsibilities. The specific summary shall include the Supervisor’s professional assessment of the activity observed.~~

~~2. General summaries shall contain the Supervisor’s opinion concerning the overall effectiveness of the Teacher. Such evaluations shall be based on the sum total of the Supervisor’s observations and shall include areas of strength and weakness and suggestions for improvement, as related to the Teacher’s job assignment and position description.~~

~~(a) A recommendation concerning the continued employment of the Teacher shall be included in each general summary. If the recommendation involves dismissal, transfer, withholding increment or schedule salary improvement, the summary shall be given to the Teacher at least on or before April 10 of the current School Year. The Superintendent shall notify the Teacher as to whether he is accepting or rejecting the recommendation of “increment denial” or “schedule salary improvement” for the following school year prior to the end of the current school year.~~

~~(b) A place for the Teacher’s comments and signature shall be provided on each general summary. A copy of each general summary shall be given to the Teacher, one (1) copy kept by the evaluating Supervisor and one (1) copy given to the Superintendent of Schools for review and filing in the personnel file of the Teacher.~~

~~3. A conference between the Teacher and the Supervisor shall be held for the purpose of informing the Teacher of the evaluation results. The Teacher will~~

have thirty (30) days from the time of the conference to write comments on the evaluation instrument.

- ~~—E. All monitoring devices or observations used to evaluate the work performance of a Teacher shall be used openly and with full knowledge of the Teacher.~~
- ~~—F. An Itinerant Teacher is defined as one who renders services in more than one building and reports to more than one Building Principal. Each Itinerant Teacher shall be evaluated in writing by and have a conference with the Principal in the building where he or she serves the most student contact time. Except in the case of Itinerant Music Teachers and Secondary Classroom Teachers serving the middle and senior high schools, these written evaluations shall be forwarded to the Superintendent, or designee, who shall develop a composite evaluation based upon these and his own evaluation for each Itinerant Teacher. Written evaluations for an Itinerant Music Teacher or other Secondary Classroom Teacher serving the middle and senior high schools shall be sent to the building of his major assignment, and that Principal shall develop a composite evaluation based upon these and his own evaluation for that Teacher.~~
- ~~—G. Evaluation shall be made according to specified criteria and evaluation instruments, which shall be made available to each Teacher. The Association shall have equal representation in developing and revising evaluation instruments and criteria.~~
- ~~—H. Upon request of the evaluator, a Teacher shall provide an opportunity for evaluation by his students with the Teacher receiving the results directly from the students in confidence. A summary will be prepared for discussion with the Supervisor. The GCC or a GCM shall attest to the accuracy of this summary. Instruments and techniques for said student evaluation of Teachers shall be developed jointly by administrators and a Committee of Teachers employed by the St. Joseph Board of Education. This Committee shall meet no later than October 1 annually to review and update the student evaluation forms to be used. Copies of all such evaluation forms shall be furnished to the Association and the Superintendent.~~
- ~~—I. If a teacher's performance is evaluated as unsatisfactory, corrective action to resolve the problem shall include the following:
 - ~~—— 1. A conference with the Teacher for the purpose of:
 - ~~—— (a) identifying the problem,~~
 - ~~—— (b) offering suggestions, recommendations and assistance to accomplish remediation,~~
 - ~~—— (c) establishing a remediation period,~~~~~~

- ~~———— (d) establishing the changes to be accomplished, and~~
- ~~———— (e) providing a written record of the conference.~~
- ~~———— 2. Follow-up observations during the remediation period for the purpose of assisting the Teacher to correct the noted deficiencies.~~
- ~~———— 3. Observations after expiration of the remediation period by at least two administrators for the purpose of evaluating the extent of remediation.~~
- ~~———— 4. A conference with the Teacher for the purpose of informing him of the results of the evaluation. If the evaluation is satisfactory, a statement of such will be placed in the Teacher's personnel file.~~
- ~~———— 5. Insufficient improvement may result in:~~
 - ~~———— (a) permanent written documentation of the deficiency, and/or~~
 - ~~———— (b) denial of increment or schedule salary improvement, and/or~~
 - ~~———— (c) other action as determined by the Board up to and including dismissal or nonrenewal of service.~~
- ~~———— 6. At any conference, either the Teacher or the administrator may have present a representative of his choosing.~~
- ~~—J. In addition to formal evaluations and observations, it is agreed by the Parties that Supervisors should consult directly with Teachers whenever faults become apparent, thereby giving the Teacher and the Supervisor an opportunity to work out the problem prior to formal written evaluations. Under such circumstances, it is acceptable for the Supervisor to maintain a written record of such conferences, with the understanding that such records shall be discarded if problems are solved, or made a part of formal written evaluations in the event that progress is not satisfactory.~~
- ~~—K. An unsatisfactory evaluation may be subject to the grievance procedure.~~

~~ARTICLE XVI~~

Reduction in Personnel

- ~~—A. The terms of this Article shall apply whenever a reduction in the program is judged necessary by the Board due to a reduction in enrollment or a reduction in revenue.~~
- ~~—B. Before the Board makes any reduction in staff, it shall first inform the Association that the reduction is planned.~~

- ~~C. Reduction and recall of certificated personnel who are members of the bargaining unit will be made according to Seniority, Certified and Highly Qualified.~~
- ~~1. Seniority is defined in paragraph E below.~~
- ~~2. Certified is defined as all non-teaching State Certified staff including, but not limited to School social workers, Speech therapists and Guidance counselors.~~
- ~~3. Highly Qualified is defined as all teaching staff who meet Federally mandated Highly Qualified guidelines.~~
- ~~D. The Board shall compile and keep current a Seniority List for termination or layoff, and for subsequent recall or rehire, which lists all Teachers in rank and Seniority (see paragraph E below). As among those Teachers whose Seniority is otherwise identical, the following Point System shall be used to determine their respective Seniority ranking or order:~~
- ~~1. One (1) point per year of teaching experience.~~
- ~~2. One (1) additional point per year of teaching experience in the St. Joseph Public Schools.~~
- ~~3. Degrees held:~~
 - ~~(a) Five (5) points for MA plus ten (10) semester or fifteen (15) term or quarter hours,~~
 - ~~(b) Four (4) points for MA,~~
 - ~~(c) Three (3) points for AB plus thirty (30) semester or forty five (45) term or quarter hours,~~
 - ~~(d) Two (2) points for AB plus twenty (20) semester or thirty (30) term or quarter hours.~~
- ~~4. Certification held:~~
 - ~~(a) Two (2) points for Permanent or Continuing Certificate,~~
 - ~~(b) One (1) point for Provisional Certificate.~~
- ~~As among properly certificated Teachers whose Seniority and points are identical, the Teacher whose subject matter training is most applicable to the vacant position, as determined by the Superintendent, will be selected (see C, 2 and C, 3 above). If~~

~~a laid-off Teacher is recalled to a position which he prefers not to accept because of reduced compensation, said Teacher shall not forfeit any recall rights.~~

- ~~E. 1. Seniority exists for the purpose of determining layoff and recall. Seniority is the length of accrued service with the St. Joseph Public Schools. For Teachers employed before September 1, 1978, Seniority shall begin accruing from the date upon which the Teacher's first individual contract was entered into or the date of first hire by the Board of Education, whichever is earlier; for Teachers employed on or after September 1, 1978, Seniority shall begin accruing from the Teacher's first day of work.~~
- ~~2. Beginning with the 1982-83 School Year, the subsequent accrual of Seniority for all Teachers shall be determined as follows:~~
 - ~~(a) Accrued service for Seniority purposes shall be credited on a year-to-year basis for contracted teaching. For part-time or part-year contracted teaching, accrued service for Seniority purposes will be prorated to the nearest twenty five percent (25%) according to the formula set forth in paragraph 2 of Article V, B, of the PAWT, if such part-time or part-year teaching assignment is voluntary. For involuntary part-time or part-year teaching, Seniority will accrue on a full-time basis.~~
 - ~~(b) For Teachers on layoff or involuntary leave, Seniority shall continue to accrue on the same basis on which it accrued during the school year immediately prior to the layoff or involuntary leave. For Teachers on voluntary leave, Seniority shall continue to accrue on the same basis as it accrued during the school year immediately prior to the voluntary leave for a period of one year only; but no Seniority shall thereafter accrue for the duration of any such voluntary leave.~~
- ~~3. The parties recognize the following principles concerning layoff, recall and job assignment:~~
 - ~~(a) Teachers may not be involuntarily reduced from full-time to part-time status unless they have first been laid-off.~~
 - ~~(b) Layoff is determined by seniority.~~
 - ~~(c) The most senior laid-off teacher will be recalled to a vacancy, provided he or she possesses the certification and qualifications for the vacancy.~~
 - ~~(d) Vacancies and jobs are determined by the Board of Education.~~
 - ~~(e) The Board may not arbitrarily manipulate job assignments or vacancies in order to circumvent employment rights of tenured teachers.~~

- ~~_____ (f) Seniority does not automatically permit a teacher to select a job assignment.~~
- ~~—F. Where a Teacher who was previously employed within the district has voluntarily terminated the employment relationship and then subsequently has returned to employment in the district, Seniority shall not deem to be continuous.~~
- ~~—G. No Teacher shall be released on either a temporary or permanent basis due to a necessary reduction in staff, for any year or portion thereof, unless he has been notified not less than sixty (60) days prior to the effective date of the layoff.~~
- ~~—H. Any Teacher released under the provisions of this Article shall have preference in subsequent rehiring by the Board of Education.~~
- ~~—I. A notice of each vacancy in the St. Joseph Public Schools will be emailed and made available through paper posting in the teacher common to each St. Joseph Teacher. St. Joseph Teachers on the Recall List will be notified of each vacancy via first class mail and postings on the St. Joseph Public Schools website.~~
- ~~—J. It is the responsibility of the laid-off or terminated Teacher to have on file with the St. Joseph Public Schools Superintendent's office his most recent mailing address for the purpose of receiving notifications.~~
- ~~—K. Failure of the laid-off Teacher (or terminated Teacher) to respond within ten (10) calendar days to a letter requesting verification of his address sent by "Registered or Certified Mail, Return Receipt Requested, Addressee Only" to the last known address of the Teacher's name shall constitute adequate reason for the removal of the Teacher's name from the Recall List.~~
- ~~—L. If two (2) or more Teachers on the Recall List apply for a vacant position, the Teacher with the greatest Seniority will be selected, so long as that Teacher is Highly Qualified under provisions of paragraph C, above, to teach in the vacant position. As among properly certificated Teachers whose Seniority is identical, the Teacher with the most points shall be selected, if otherwise Highly Qualified under provisions of paragraph C, above. Each Teacher will be assigned points in accordance with the table outlined under paragraph D, above. As among properly certificated Teachers whose Seniority and points are identical, the Teacher whose subject matter training is most applicable to the vacant position, as determined by the Superintendent, will be selected.~~
- ~~—M. No person shall be hired from outside the bargaining unit to fill any vacancy until all Teachers eligible for such vacancy have been recalled pursuant to paragraphs C and L, above, and paragraph N, below.~~

- ~~N. The provisions of the Article, however, are subject to the Teachers' Tenure Act, which requires that any Teacher on permanent tenure, who is laid off (or terminated) because of a necessary reduction in personnel, shall be appointed to the first vacancy in the school district for which he/she is Highly Qualified.~~

- ~~O. A laid-off (or terminated) Teacher will remain on the Recall List for a period of three (3) years from the effective date of the layoff unless he notifies the Superintendent's office to remove his name from the List, or until he accepts employment as a Teacher or Educational Administrator with another employer, or until he fails to respond within ten (10) calendar days to a letter requesting verification of his address, which is sent by "Registered or Certified Mail, Return Receipt Requested, Addressee Only" to his last known address, as indicated above.~~

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