ST. JOHNS EDUCATION ASSOCIATION/ICEA

MASTER AGREEMENT

2026 - 2027

ST. JOHNS PUBLIC SCHOOLS

AGREEMENT

Between the

ST. JOHNS BOARD OF EDUCATION

and the

INGHAM/CLINTON EDUCATION ASSOCIATION

and the

ST. JOHNS EDUCATION ASSOCIATION

August 1, 2026

to

July 31, 2027

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AGREEMENT

This agreement is made and entered into this 10th day of August 2026 by and between the Board of Education of the St. Johns Public Schools, hereinafter called the "Board" and the Ingham/Clinton Education Association MEA-NEA, hereinafter called the "Association", for its local affiliate the St. Johns Education Association.

It is the policy of the Board that discrimination against employees or applicants for employment is prohibited based on the following protected classes: race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class.

WITNESSETH

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

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

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

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

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

ARTICLE 1

RECOGNITION

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

> all full-time and regularly scheduled part-time PreK-12 teaching personnel certified, authorized, or licensed by the Michigan Department of Education, under contract, excluding
>
> Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, Business Manager, adult and alternative education teachers, shared time teachers hired to teach in parochial schools, substitute personnel, teacher aides, and other auxiliary personnel, all supervisory, administrative, and executive personnel, and all other employees.
>
> It is understood that while counselors do earn tenure as teachers within the district, they will not gain tenure in their counseling positions.

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

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

C. A "substitute" shall be defined as a teacher who is employed for less than one hundred fifty (150) days during a school year.

ARTICLE 2

BOARD RIGHTS RESERVED

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

ARTICLE 3

PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, charitable donations, city income taxes, court ordered deductions, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 4

QUALIFICATIONS, NOTIFICATIONS, VACANCIES, AND TRANSFERS

A. Each classroom teacher shall be given specific written notice of his/her subject and grade level assignments for the next school year by June 30.

B. A vacancy is defined as a newly created position or a position which is unoccupied and is to be filled. Exceptions to this language shall be leave of absence positions guaranteed by contractual language and academic coaching positions. Positions shall be filled in the following order: displaced teachers, teachers on layoff, internal building transfers, and then intradistrict transfers.

C. A displaced teacher is defined as one whose position from the previous year no longer exists within the district, one whose position moves to a different building, one who is returning from a medical leave, one returning from a one-year leave of absence, or one whose current school building is closed for the following school year. Academic coaches and interventionists are considered displaced if changes to their position include additional buildings and/or content.

D. Floating positions have been added at the elementary level to account for one grade's particularly large size. If there are no vacancies, these teachers may "float" with the class (i.e., teaching first grade one year, and second the next year) until the need no longer exists, at which time the teacher is then displaced.

E. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption of the existing instructional program.

F. Whenever a new position is created, the Superintendent or the Superintendent's designee shall notify the President of the St. Johns Education Association or designee prior to publication by sharing a posting of the position with proposed wages, hours, and conditions for employment.

G. The district will determine staffing needs to the best of their ability before beginning the transfer process to include identifying displacements. All vacancies and all new positions created in the district will be sent out via an email from Human Resources to notify all district staff of these positions.

H. Vacancies

Whenever the district intends to fill a vacancy or needs to transfer any SJEA member, the superintendent or designee will use the following process:

1. Recall and Displacement status (see Article 5)

2. Determination Process for Teacher Placement

    a. Teacher Preference: Teachers and counselors who wish to express their placement preference will do so via email to human resources or designee within the posting timeline.

b. Teacher certification(s) and specialized endorsement(s)

c. Teacher effectiveness overall rating (effective, developing, or needing support) from last 3 years, as available

d. Relevant specialized training within the area of the vacant position (within content area, as documented in MOECS, transcript(s), and/or special certificates) or engagement in district initiatives

e. Teacher's length of service with SJPS

f. Attendance record: 90% attendance rate for yearly contracted days (average from last 3 years, as available), PTO only

g. Disciplinary record (if anything, and only what has been substantiated and placed in personnel file)

3. Prior to the last day of school, internally qualified applicants shall be awarded the position before considering external applicants. A vacancy will only be awarded to external applicants if no existing bargaining unit employees meet the criteria outlined in this Section.

4. After the last day of school, internal and external candidates may be considered after the vacancy has been posted for five (5) business days.

I. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, summer school courses, and extra duties, enumerated in Appendix B and C, shall not be obligatory but shall be with the consent of the teacher. Music teachers shall be obligated to assume Appendix C duties when they are integrated with classroom instruction.

J. All teachers regularly employed in the St. Johns Public Schools shall be given first priority for appointment to extra duty under Appendix B and C if qualifications such as experience, knowledge, and ability to further the program are similar. Positions under Appendix B and C shall be filled voluntarily with recommendation from the building principal and approval of the Board of Education. Assignment of the extra duties will be made annually at the discretion of the Board following a written evaluation of the previous year's performance in the activity. No teacher shall have tenure of position for extra duties. Vacancies will be posted for five (5) business days.

K. Involuntary transfers shall receive thirty (30) days' notice of the intention to transfer specifying the reasons and the specific position to be transferred to, which shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer may include the individual's performance based on evidence such as being unsatisfactory in one or more evaluation domain areas, IDP goals that are not successfully met, and/or disciplinary action, or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in this Agreement's Staff Reduction & Recall Article (Article 5).

ARTICLE 5

STAFF REDUCTION AND RECALL

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. If cuts in the educational program, curriculum and/or staff are deemed necessary, the Board shall discuss and determine necessary cuts with the Association prior to the enactment of any reduction in staff. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures shall be used:

1. Non-certified, then probationary alternatively-certified, and then probationary traditionally-certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, then tenured teachers will be laid off using the following procedure:

    a. Teacher Preference: Teachers and counselors who wish to express their placement preference will do so via email to human resources or designee within the posting timeline.

    b. Teacher certification(s) and specialized endorsement(s)

    c. Teacher effectiveness overall rating (effective, developing, or needing support) from last 3 years, as available

    d. Relevant specialized training within the area of the vacant position (within content area, as documented in MOECS, transcript(s), and/or special certificates) or engagement in district initiatives

    e. Teacher's length of service with SJPS

    f. Attendance record: 90% attendance rate for yearly contracted days (average from last 3 years, as available), PTO only

    g. Disciplinary record (if anything, and only what has been substantiated and placed in personnel file)

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 4, Section I). The teacher will need to respond in writing within five (5) business days upon the receipt of the certified letter of whether they will accept or decline the position offered.

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 30-calendar day notice in writing before the effective date of layoff.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board, in writing, of any change in address.

E. Adequately Certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, and licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement. The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, revocations, and any limitations thereon.

F. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 4, Section H and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

G. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 13 until the end of the contractual year. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE 6

TEACHER EVALUATION

A. The negotiated performance evaluation system for K-12 staff (currently 5D+) shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals identified by the teacher and evaluator(s) to improve their effectiveness in the upcoming school year.
2. An evaluation of the teacher's job performance with timely and constructive feedback.
3. Clear approaches to measuring student growth with relevant data on student growth.
4. Multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
5. The use of student growth and assessment data as 20% of the year-end evaluation determination.
    a. The student growth and assessment data shall consist of measurable, yearly academic goals set for all students that utilize available data, as determined by the student growth for educator document as negotiated and included in Appendix E.
    b. Teachers are encouraged to review outliers in their data (i.e. excessive absences, partial year transfers, or other extenuating circumstances) and explain them as part of the evaluation process. How teachers respond to data is just as important as what the data is; therefore, the evaluator and teacher will work in consultation to determine which outliers exist and may need to be excluded.
6. A negotiated year-end evaluation form that utilizes objective criteria (currently 5D+) for 80% of the year-end evaluation determination.

B. The negotiated performance evaluation system (currently 5D+) and the overview of the walkthrough process and digital tools for observations, evaluations, and final summative evaluation currently in the evaluation software and this Individual Development Plan (IDP) Form as attached are included in this Agreement. The Student Growth for Educator Evaluation document and IDP form can be located in Appendix E.

1. Classroom observations that are intended to assist in the final summative evaluation for teachers will be conducted as follows:
    a. The teacher shall be notified no later than September 30 of each year if they are being evaluated and who the evaluator(s) will be that conducts their year-end evaluation.
    b. The classroom observations used in the final summative evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being addressed in the lesson.
    c. The observation must include a review of pupil engagement in the lesson that is observed and coded on the 5D+ rubric.

d. The observation period shall be no less than twenty (20) consecutive minutes.
e. Evaluators must share noticings and wonderings within 2 school days, and the teacher has 2 school days to respond.
f. Classroom observations shall be conducted at least twice per school year.
g. One (1) observation shall be scheduled. Scheduled observations will be announced for a specific week. For probationary teachers, at least one scheduled observation will be made for a specific day. Administrators will avoid Halloween, Valentine's Day, the day before or immediately after Thanksgiving, Winter, and Spring breaks, unless invited by the teacher.
h. The first observation shall occur no later than December 15th of each school year, unless a teacher is hired after December 15th of the school year.
i. Observation feedback will be discussed during the post-observation meetings. Such a meeting may consist of following the 5D+ process of notice and wonderings, teacher response and feedback through the evaluation software. An additional in-person meeting will be scheduled within five (5) school days if either party requests it in writing. As such, all observations must be completed prior to the last five (days) before the end of the school year.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
    a. The final summative evaluation shall be shared during the end-of-year evaluation meeting with the observing evaluator(s) and the teacher no later than the last day of the school year. If there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the final summative evaluation.
    b. All teachers shall have the right to submit a rebuttal to co
    c. their evaluation, which will be included in their personnel file and attached to the year-end evaluation.
3. Teachers who work less than 60 days in any school year, have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances, shall not be provided an evaluation for that year and receive the same rating they received in the prior year.
4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated triannually. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
    a. Volunteers will be taken among tenured teachers to allow evaluations to be spread out evenly throughout the three-year cycle. Should there not be enough volunteers, there will be a random selection organized with the building SJEA representation. The administration may revert to annual evaluations for a tenured teacher rated less than effective.

b. In the instance that a new evaluator is hired and there are documented concerns, that evaluator may elect to evaluate a teacher during the evaluator's second year.
c. In a non-evaluation school year the only item teachers will be expected to provide in the evaluation platform is a self-evaluation.

5. Probationary teachers will work with their evaluator to determine specific performance goals, which will be discussed at a minimum during the mid-year and year-end evaluations to determine progress toward those goals.
6. Teachers who are evaluated with an IDP (received a “minimally effective,” “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or first year teachers) shall be provided the following:
    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
    b. training to be provided by the district (in agreement with the teacher) to assist the teacher in meeting the goals of the IDP.
    c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
    d. a mentor teacher.
    e. the year-end evaluation shall show that any previously noted deficiency has been corrected or that the deficiency still exists.
    f. any non-compliance with the evaluation process as described above shall be subject to the grievance process.

C. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:

1. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the final summative evaluation performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
2. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    a. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

b. Within fifteen (15) calendar days of receiving the request for mediation, the district shall provide a written response to the teacher and the association confirming that mediation will be scheduled as appropriate.

3. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 16 and allows an arbitrator to:
    a. Be selected through the procedures administered by the AAA in accordance with its rules.
    b. Have the authority to issue any appropriate remedy.

D. Training on evaluation system, tools, and reporting forms:

1. The district shall provide initial training to all teachers on the evaluation system and other important components of the final summative evaluation process, including Self-Evaluation, Growth Plan, Observations, Student Growth, and Evaluations.
2. Prior to September 30 of each school year or in the first 30 days of employment for teachers hired after the start of the school year, the district shall provide the training outlined in D.1 for all new teachers.
3. Each evaluator(s) who is assigned to evaluate teachers shall have a “rater reliability” training every three (3) years that includes all of the following:
    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and any relevant forms included in Appendix E.
    b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and instructional practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
    c. Training on the evaluation process, including conducting classroom observations, collecting data, and analyzing results.
    d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
    e. Ongoing support for evaluators, including feedback from evaluator(s)s and Association-designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE 7

TEACHING CONDITIONS

A. The Board will continue its efforts to make available in each school appropriate facilities, equipment, material, clerical personnel to implement the educational program of the district. The term appropriate shall be determined by the Board based on its financial ability.

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

C. Existing telephone facilities shall be made available to teachers for their reasonable use. Adequate parking facilities shall be made available to teachers.

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

E. The goals of professional development in St. Johns are to maintain and improve teaching performance, increase student learning, align curriculum with the district, and/or building school improvement plans, and/or the implementation of a teacher IDP. The scheduling, subject matter, and expectations of professional development will be decided with input from school improvement teams.

F. If a building meeting is necessary on a records day or modified school day, one meeting may occur no longer than one hour in length unless agreed to by both the administration and the teacher(s).

G. An individual teacher will not be expected or required by the Board to accept a student teacher.

H. Parent-teacher conference time will be established as part of the district calendar. Building school improvement teams shall have input into the general schedule and format. Conference time outside of school hours shall not exceed compensatory release time.

I. When a building is without heat, or experiences plumbing or electrical problems, the safety and comfort of children will be the first priority in determining dismissal from school. If the electrical, heating, or plumbing problem cannot be repaired within a reasonable period of time, school will be dismissed.

J. Teachers are encouraged to interpret the program of the schools to the community in ways, which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

K. The Board will provide school building keys and ID Badges necessary to the normal function of the teacher, provided such keys and ID Badges shall be turned in upon the termination of the teacher's employment and/or upon completion of the school year. The employee shall not incur any costs for ID Badges that need to be replaced due to normal wear and tear, limited to a two year cycle. Lost ID Badges shall be replaced at a cost to the employee not to exceed the cost of replacement. If the teacher is using the building after normal hours, it will be the responsibility of the teacher to secure areas of the building that they used and/or notify administration of any problem(s).

L. Whenever conditions beyond the control of school authorities such as severe storms, fires, health conditions, etc. occur, the district will follow current state law as it pertains to making up scheduled pupil instructional time. All make-up time shall be without additional compensation. If school is cancelled during the exams/records day, the next available day(s) will be used for exams/records day.

M. Each bargaining unit member in their first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

1. Participation as a mentor shall be on a volunteer basis.

    a. The mentor position will be first offered to a current bargaining unit member with at least five (5) successful years of teaching completed and an evaluation rating of effective. Should the number of beginning teachers exceed the number of volunteer bargaining unit mentors, then the position(s) may be offered to non-bargaining unit personnel at the discretion of the Administration.

    b. The Administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.

    c. Every effort will be made to match mentor teachers with mentees who work in the same building and/or have the same area of certification.

    d. A mentor teacher shall be assigned to only (1) mentee at a time, unless otherwise mutually agreed upon by the mentor teacher and the administration.

    e. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal at the mid-year review. The appointment may be renewed in succeeding years.

    f. Should either the mentor teacher or the mentee present cause to dissolve the relationship subsequent to the mid-year review, representatives of the parties will meet with the mentor teacher and the mentee to determine an appropriate course of action.

2. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

3. The Administration shall attempt to arrange for a common preparation time for the mentor and mentee.

4. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher. It shall be the obligation of the teachers to satisfy state laws or regulations pertaining to professional development training, certification requirements, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the Board or its designee.

N. Proper dress from all staff is expected throughout the school year. Staff should dress for respect and success. Clothing that is torn, worn, or revealing is never appropriate. Monitoring of these guidelines is the responsibility of the building administrator. Teachers in violation may be asked to go home and change their clothing and return to work.

ARTICLE 8

TEACHING HOURS, CLASS LOADS AND DUTIES

A. Teacher Reporting times:

1. All teachers shall be required to report for duty no earlier than twenty (20) minutes before the opening of the students' regular school day in the morning and shall be permitted to leave fifteen (15) minutes after the close of the students' day. If agreed upon by both the administration and the teacher, the time before and after may be flexed as long as the total minutes in a day equals thirty five (35) minutes.

2. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters, which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and scheduled teacher meetings. On Fridays and days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day. If a teacher is required to provide after school supervision on Friday or a day preceding a holiday or vacation, then the teacher would be permitted to leave with students on a different day of the week as arranged with the building principal.

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

C. Recognizing that the geographical location of the elementary schools makes equal placement of students difficult, the Board will make a reasonable effort to equalize class loads within each grade level or subject discipline. It is agreed that the system wide ratio of students in grades K-5 to classroom teachers shall not exceed 27 as of the Pupil Count. In computing this average only general education K-5 enrollment will be used.

D. A secondary teacher shall not be required to accept a teaching load consisting of more than three (3) preparations unless agreed to by both the administration and the teacher (except vocational education and special education, when it is necessary).

E. The normal teaching schedule at the middle school will be six (6) assigned periods per day with one unassigned/planning period per day. The normal teaching schedule at the high school will be five (5) assigned periods per day, with one unassigned/planning period per day.

F. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than the time allotted to the students' lunch in their particular building.

G. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

H. A teacher engaged during the school day with any representative of the Board or participating in any professional grievance negotiation, mediation or arbitration, shall be released from regular duties without loss of salary.

I. All teachers shall be required to monitor the area of their rooms when their scheduled classes are in session and, when possible, in the hall near their rooms during the passing of students between classes.

J. Teachers are asked to attend all programs that are scheduled during school hours. Included are assemblies and pep meetings, unless said teacher has been previously released by proper authority.

K. Except on proper permission of a building administrator, teachers shall remain within the assigned building during the hours school is in session, with the exception of the teachers' lunch period.

L. The number of students assigned to a combination classroom with more than one grade level shall not exceed twenty-eight (28). Additionally, each combination classroom over twenty-two (22) students shall be provided with up to one and one-half (1-1/2) hours per day of teacher aide assistance, as requested by the teacher.

M. The district will provide all elementary classroom teachers 280 minutes of planning time for each full week of instruction. Special events may alter this. In order to help assure the district meets the planning minutes, teachers will be required to assist with student recesses, not to exceed one recess per week, unless otherwise agreed upon by teaching staff and administration within the building. The district will schedule planning time in at least 20 minutes blocks of time for the teacher.

N. Each elementary school will have at least one hour of support staff help per day, scheduled by the principal, unless special circumstances prevent it. Teachers will also have access to copy and FAX machines during the school day to support instruction.

O. Whenever an elementary classroom in grades K-3 contains over twenty-eight (28) students or in grades 4-5 contains over thirty (30) students, the teacher shall receive one and one-half (1-1/2) hours of aide time per day, as requested by the teacher. If an aide cannot be secured, the teacher shall receive a stipend paid at the end of the trimester prorated for the number of days the class size was overloaded.

- 1-2 students - $250
- 3-4 students - $500
- 5-6 students - $750

P. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (OHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain their bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures, which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of

the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

Q. When a special education student is added to a regular classroom without an aide for more than 120 minutes a day, this child will count as one (1) full-time equivalent student in determining class size and subsequent aide time.

ARTICLE 9

DEPARTMENT AND GRADE LEVEL CHAIRPERSONS

A. The Board will establish departments in the High School and departments in the Middle School arranged by subject area or grade level, including Special Education, as determined by the Superintendent and/or designee. When a subject area has less than four employees, the Superintendent and/or designee may establish a department of two or more subject areas. Every employee shall be a member of one department. Unless circumstances dictate otherwise, teachers shall generally be considered members of a given department based upon the subject area in which they teach the majority of the time. The Department Chairperson shall be elected by their peers and shall serve a term of three (3) years. Peers are active employees and vote based on their current department or grade level assignment at the time of the election.The election of department chairs will take place during the last 4 weeks of the school year and will be conducted by a representative of the Association. The vote will be confidential and may be reviewed by the Association president or designee and the respective building principal, and Curriculum Director. There will be no tenure in a department chairperson position. It is understood that the department chairpersons serve as instructional liaisons between teachers of the department and administration and are primarily non-probationary classroom teachers and are not considered to be supervisory personnel.

B. Elementary grade level chairpersons shall be elected during the last 4 weeks of the school year for a period of three (3) years. Elementary grade levels shall be grouped as follows: Kindergarten, First Grade, Second Grade, Third Grade, Fourth Grade, Fifth Grade, Special Education, and Specials.

C. The duties and responsibilities of the chairpersons, after input from the teachers, shall be determined by the building principals and the Curriculum Director. These duties and responsibilities shall be evaluated annually by June 1 by the Principal and/or Curriculum Director.

D. If the Department or Grade Level Chairperson is relieved of his responsibilities as chairperson before the expiration of his term; they may seek recourse through the grievance procedure.

E. If a chairperson's position becomes vacant, the position will be filled within the first 4 weeks of the school year or 4 weeks from the vacancy during the year. The new chairperson shall be elected by their peers and shall serve for the remainder of the three (3) year term.

ARTICLE 10

PROFESSIONAL RESPONSIBILITIES

A. When a request is received by the designated FOIA Coordinator under the Michigan Freedom of Information Act, MCL 15.231 et seq., to inspect, copy or receive a copy of an employee's record, the employee and the Association President shall be notified prior to the release of any information.

B. The responsibilities of each individual teacher include:

1. Careful daily preparation

2. Participation in activities of the school (may be excused by the principal for meritorious reasons):

    a. Parent Conferences and Open Houses

    b. Staff meetings

    c. Professional development

    d. Kindergarten Kick-off (paid at daily rate of pay)

3. Unless otherwise excused by the principal or Athletic Director, classroom responsibilities will take priority over Schedule B and C activities.

4. Flexibility for non-traditional teachers: Teacher daily hours, breaks, planning periods, limits on after school meetings and other similar limitations, are intended to be applied to classroom teachers and not to restrict the ability to meet program and student needs by such certified personnel as counselors and instructional coaches. When varying from the normal contract work hours, an appropriate work schedule shall be agreed to by the non-traditional teacher and administration.

C. All personnel records required by Central Administration shall be submitted to the Business Office by each teacher, including:

1. Valid Teaching Certificate

2. Transcript of credits for

    a. New Teachers

    b. Those teachers requiring a Special Certificate

3. Teacher's Educational Record

    a. New Teachers

    b. Any change of credit status for any other teacher

4. Any needed specialized teacher certification or endorsement

5. Confidentiality statement

Each teacher shall have the right, upon request, to review the contents of his own personnel file and respond thereto. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Future items may be included pending agreement between the Association and the district.

D. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher. It shall be the obligation of the teachers to satisfy state laws or regulations pertaining to professional development training, certification requirements, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the Board or its designee.

ARTICLE 11

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary action and methods invoked by them shall be reasonable and just, and in accordance with established Board Policy. It shall be the responsibility of the teacher to report to their principal the name of any student who, in the opinion of the teacher, needs additional support. The teacher and principal shall communicate regarding the report and/or any action taken.

B. As described in Board Policy 5206E, a teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as their teaching obligations will allow, full particulars of the incident, after which time a full disposition will be made.

C. Any case of assault upon a teacher's person or property which had its inception in a school-centered problem shall be reported as promptly as their teaching obligations will allow. Depending on the seriousness of the assault and age of the student, the teacher will report the alleged assault on the day of the incident, in the following sequence to document the assault:

1. Report the incident to a building administrator and Human Resource Coordinator. The building administrator will investigate the incident and report to the superintendent the corrective action that was taken against the student

2. If needed, seek medical treatment at the district-designated treatment facility.

3. Complete an Employee Accident Report, which may include pictures of the injury and/or damage to personal property.

4. Depending on the severity of the assault, the teacher may file a police report. If a police report is filed, notify the building administrator.

5. If the same student were to assault the same staff member or other staff member again, depending on the severity, the teacher would notify a building administrator, Human Resources Coordinator, and Superintendent. An administrative investigation would take place immediately with further discipline progression, up to and including a long term suspension and/or expulsion dependent on the seven legal factors:

    a. Student's age: How old is the student in question? Does this influence the level of intervention necessary to address this behavior?

    b. Disciplinary history: What is this student's disciplinary history? Does this influence the level of intervention necessary to address this behavior?

c. Disability: Does the student in question have a disability? Does this influence the level of intervention necessary to address this behavior?

d. Seriousness of behavior: What was the seriousness of this student's behavior? Does this influence the level of intervention necessary to address this behavior?

e. Safety risk: Did the student pose a safety risk to others? Does this influence the level of intervention necessary to address this behavior?

f. Use of restorative practices: Have restorative practices already been used as a means of intervention in this student's disciplinary history? Does this influence the level of intervention necessary to address this behavior?

g. Level of intervention: Would a lesser intervention than suspension or expulsion appropriately address this behavior in question?

D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workers' Compensation, shall not be charged against the teacher unless a court of competent jurisdiction adjudges him/her guilty.

ARTICLE 12

UNPAID LEAVES OF ABSENCE

A. A teacher upon written request submitted by April 1 shall be granted a leave of absence for a full school year. Any request after April 1, the Board is not obligated to grant the leave unless a replacement can be secured. The teacher must begin and return from the leave at the end of a school year.

1. While on leave teachers shall not continue to accrue seniority or proceed up the salary schedule.

2. A leave will not be granted for purposes of full-time employment with another school district.

B. A leave of absence of up to one year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or counties, foreign or military teaching programs, the Peace Corps, Teachers' Corps or Job Corps as a full time participant in such programs.

C. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States.

D. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning or serving in a public office.

E. A teacher upon written request, submitted at least thirty (30) days in advance when possible, shall be granted a child care leave of absence for the purpose of parental care of a newborn child for the remainder of the term or school year or for the full term or school year following the date of the teacher's recovery from the disability period attendant to the birth of the child.

F. Unpaid childcare leave as provided for in Section E shall also be available to teachers upon the adoption of a child. The date of adoption will be substituted for the date of birth.

G. Upon written application submitted no later than April 1, a teacher shall be granted a leave of absence for up to two (2) full terms, for the purpose of engaging in not less than half-time study at an accredited college or university. The teacher shall present certified documentation from the educational institution of attendance as no less than a half-time student in an area related to the continuation of a career in education.

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

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

1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education

2. All leaves of absence shall be for the remainder of a term or school year, or full term or school year, at the option of the teacher, unless otherwise arranged with and approved by the Board.

3. A teacher desiring to return from leave at the beginning of a school year shall notify the district of their intent to return on or before April 1 of the preceding school year.

J. Short-term unpaid leaves for unusual, extenuating and/or emergency situations which do not qualify for FMLA leave may be taken only upon approval of the Superintendent.

K. Unpaid leave requests which qualify for leave under Family Medical Leave Act must be taken pursuant to FMLA guidelines and run concurrent with any additional unpaid leave time granted under this article.

ARTICLE 13

LEAVE PAY

A. At the beginning of each school year each teacher shall be credited with 13 leave days to be used for either illness or personal business. Leave days will be prorated if a teacher is hired after the start of the school year or resigns before the end of the school year. A physician's statement and/or verification may be required in cases of chronic illness and/or absences of more than three (3) consecutive workdays. The unused portion of such an allowance shall accumulate from year to year up to 250 days with those teachers over 250 days as of September 1, 2015 capped at their current number of days. A teacher who is capped at 250 days at the end of the preceding school year will be granted their full 13 leave days at the beginning of the year. Leave days are not to be used on the first or last day of a term or year or on a day immediately preceding or following a holiday or school break while school is in session, except in case of an emergency or with Superintendent and/or designee approval.

Any planned leave of more than three (3) consecutive days must be reported to the building principal and approved by the Superintendent and/or designee no later than two (2) weeks prior to the dates requested. Any planned leave exceeding three (3) consecutive days without Superintendent and/or designee approval will be considered unpaid time off. A teacher whose PTO bank is depleted and wants to take a day off must receive prior written approval by the Superintendent and/or designee, except in cases of emergency.

B. PTO Day Use Exceptions

1. SJEA staff who have completed one (1) or more years of service and utilized nine (9) or fewer PTO days from the previous school year will be eligible to apply to utilize one (1) PTO day to extend one (1) regularly-scheduled school break as established in the school calendar, excluding the Labor Day break. Each no school, no staff day will be capped at ten (10) SJEA members. If the employee is eligible to extend one (1) regularly-scheduled school break, the employee would not be able to add additional PTO day(s) to extend that regularly-scheduled school break.

2. Eligible staff may apply via electronic survey prior to the first professional development day stating the school break they wish to extend. A random drawing, to be held jointly by the District and Association during the first week of school, will determine those selected. Spots not filled will be on a first-come, first-serve basis by eligible staff following the drawing date. Staff granted a lottery day must inform Administration and the Association if they decide to not use the day. If this is done after October 31, the staff member will not be eligible to participate for the following year. No days will be deducted from staff if unused. For the purposes of this section only, a school break is defined as the immediate dates prior to or after any no school, no staff days on the agreed upon school calendar.

3. PTO days shall be granted for employees who are documented chaperones for their children/grandchildren’s SJPS field trip and/or event. This includes PTO days attached to a school break as established in the school calendar.

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

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

1. Absence when teacher is called for jury service. Teachers will be deducted the amount received for such duty from regular pay.

2. Court appearance as a witness in any case connected with the teacher's employment, or the school, or whenever a teacher is subpoenaed to attend a legal proceeding.

3. Approved visitation at another school or approved educational conference or convention.

4. Time necessary to submit to selective service physical examination.

5. Death in the immediate family. A maximum of three (3) days bereavement will be allowed per occurrence of death to iłmmediate family to include Spouse, Child, Mother, Father, Brothers and Sisters, Grandparents, Grandchildren, Step Parents, Step Children, Step Siblings, Step Grandparents and Step Grandchildren of the employee and the employee's spouse. A maximum of one (1) day bereavement will be allowed per occurrence of death to the immediate family to include Nieces, Nephews, Aunts, and Uncles.

E. Absence due to injury in the course of the teacher's employment and compensable under the Michigan Workers' Compensation Act shall result in the teacher continuing to receive their normal salary provided accrued sick leave time is used to make up the difference between the salary and the benefits received under the Michigan Workers' Compensation Act. Once the teacher's sick leave is exhausted, such payments by the Board shall cease. Upon return to work, the teacher will continue to receive their normal biweekly pay for the remainder of the contract year.

F. A teacher absent from work with mumps, scarlet fever, measles, or chickenpox shall suffer no diminution of compensation and shall not be charged with leave for a period not to exceed three (3) weeks, provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility. The diagnosis of the disease may be requested by the Board by a Doctor of Medicine or Osteopathy.

G. After the disposition of the leave form by the teacher and principal, a copy of said form will be given to the teacher.

H. The number of accumulated leave days will appear on each teacher’s electronic pay stub.

I. The Board shall provide to the Association fifteen (15) days for the transaction of Association business, conference days, etc. The request for Association days will be approved by the

Superintendent. The Association will reimburse the Board for the substitute cost at the prevailing substitute rate of pay.

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

2. The Association President, in discussion with the Superintendent and building principal, shall receive up to two (2) hours or one-half day of unassigned time per week to conduct Association business. These hours shall not reduce the Association President's prep time, nor lengthen their contractual day.

ARTICLE 14

INSURANCE PROTECTION

A. Each teacher may elect insurance coverage under MESSA Plans as defined below:

1. MESSA Choices Plan

Medical Insurance Plan	MESSA Choices
In Network Deductible	$1,000 Individual / $2,000 Family
	Copays $20 office visit / $20 specialist visit / $25 urgent care /$50 emergency room
Coinsurance	None
Prescription Drug Coverage	3 Tier Mail Rx Coverage
Long Term Disability Insurance Plan	60% with 90 calendar days modified fill, $4,000 maximum monthly benefit alcoholism/drug addiction: 2 year limitation mental/nervous: 2 year limitation
Delta Dental Plan	100%/80%/80% Annual max: $2,000 Ortho: 80%, Lifetime max: $2,000
Vision Care Plan	VSP 3 Plus 250CL
Negotiated Life Insurance	$20,000with AD&D
Basic Term Life Insurance	$5,000

2. MESSA No Medical Plan

Long Term Disability Insurance Plan	60% with 90 calendar days modified fill, $4,000 maximum monthly benefit alcoholism/drug addiction: 2 year limitation mental/nervous: 2 year limitation
Delta Dental Plan	100%/80%/80% Annual max: $2,000 Ortho: 80%, Lifetime max: $2,000
Vision Care Plan	VSP 3 Plus 250CL
Negotiated Life Insurance	$25,000 with AD&D

3. MESSA ABC Plan 2

Medical Insurance Plan	MESSA ABC Plan 2
In Network Deductible	$2,000 Individual / $4,000 Family
Copays	None
Coinsurance	None
Prescription Drug Coverage	3 Tier Mail Rx Coverage
Long Term Disability Insurance Plan	60% with 90 calendar days modified fill, $4,000 maximum monthly benefit alcoholism/drug addiction: 2 year limitation mental/nervous: 2 year limitation
Delta Dental Plan	100%/80%/80% Annual max: $2,000 Ortho: 80%, Lifetime max: $2,000
Vision Care Plan	VSP 3 Plus 250CL
Negotiated Life Insurance	$20,000 with AD&D
Basic Term Life Insurance	$5,000

4. MESSA ABC Plan 2 with 20% Coinsurance

Medical Insurance Plan	MESSA ABC Plan 2
In Network Deductible	$2,000 Individual / $4,000 Family
Copays	None
Coinsurance	20%
Prescription Drug Coverage	EbM Rx Coverage
Long Term Disability Insurance Plan	60% with 90 calendar days modified fill, $4,000 maximum monthly benefit alcoholism/drug addiction: 2 year limitation mental/nervous: 2 year limitation
Delta Dental Plan	100%/80%/80% Annual max: $2,000 Ortho: 80%, Lifetime max: $2,000
Vision Care Plan	VSP 3 Plus 250CL
Negotiated Life Insurance	$20,000 with AD&D
Basic Term Life Insurance	$5,000

5. MESSA Essentials Plan

Medical Insurance Plan	MESSA Essentials Plan
In Network Deductible	$375 Individual / $750 Family
Coinsurance	20%
Copays	$25 office visit/ $50 specialist visit/ $50 urgent care/ $200 emergency room
Prescription Drug Coverage	EbM Rx Coverage
Long Term Disability Insurance Plan	60% with 90 calendar days modified fill, $4,000 maximum monthly benefit alcoholism/drug addiction: 2 year limitation mental/nervous: 2 year limitation
Delta Dental Plan	100%/80%/80% Annual max: $2,000 Ortho: 80%, Lifetime max: $2,000
Vision Care Plan	VSP 3 Plus 250CL
Negotiated Life Insurance	$20,000 with AD&D
Basic Term Life Insurance	$5,000

B. The Board shall contribute toward the insurance plans, including applicable assessments, taxes, fees, and contributions to health savings accounts, for each individual and their eligible dependents, not to exceed the Public Act 152 limits in place as of January 1st for each year of this agreement. The medical benefit plan year is January 1 to December 31. The employee shall be responsible for the remaining cost of the insurance coverage selected. The amount for which the employee is responsible shall be paid by deduction from the employee's semi-monthly salary.

The Board shall cover the full cost of the ancillary insurance plans (dental, vision, life, and long-term disability) for each individual and their eligible dependents. This cost shall not be included in the Public Act 152 limits and calculation of costs to be covered by the employee.

C. In the event, the Public Act 152 limit exceeds the cost of the insurance for the plan listed in #1, #3, #4, or #5 chosen by the employee, the Board shall pay the difference to the employee (net of the employer payroll taxes) in the employee's semi-monthly paycheck.

D. The Board shall make a prorated monthly payment of 25% of the single-subscriber annual hard cap through payroll for each teacher who elects not to take medical insurance.

E. In the event of the death of an employee, the district shall maintain the above-mentioned fringe benefits for three months at no cost to the employee's family.

F. The District will fund 67% of deductible on the first pay date in January and 33% on the first pay date in September of each year for members selecting either of the MESSA ABC plans. The deductible payment from the district is accrued monthly and will be pro-rated if a teacher does not fulfill their contract year.

G. The amount for which the employee is responsible shall be recalculated and paid by deduction from the employee's semi-monthly salary in the event there is a change in insurance coverage or a change in the insurance coverage year.

ARTICLE 15

PROFESSIONAL COMPENSATION

A. The Board will issue payment determined and scheduled by the business office within the September – August school year. Employees will be paid in 24 equal pays on the 10th and 25th of each month.

B. Teachers newly employed after October 15, 2015, shall be given credit for previous full time classroom teaching experience based on the following: 4-9 years of experience would be given one (1) year, 10 or more years would be given two (2) years. This provision shall not preclude the school district from granting full or partial credit for experience above two (2) years.

C. Teachers involved in extra duty assignments set forth in Appendices B, C & D, which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed Appendices without deviation.

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed for mileage driven at the Internal Revenue Service's allowable reimbursable rate per mile in effect at that time. Routes are to be approved by the Administration. The teacher shall submit mileage monthly for reimbursement. The district shall provide a two week grace period beyond the last school day of the month.

1. The reimbursable mileage is that mileage traveled between schools and is not to include mileage incurred in traveling to work in the a.m. or returning home in the p.m., and travel within the district for attendance of a release-time meeting.

2. Mileage incurred in travel to a central office for that teacher's conference period will be included as reimbursable mileage.

3. The same allowance shall be given for use of personal cars for field trips or other business of the district. A voucher shall be filed each month, signed by the immediate supervisor.

E. To advance to the next step on the salary schedule the teacher must serve three (3) full trimesters. Teachers who require a leave before the end of a trimester will be given full credit for that trimester provided they serve 60% or more of the days of that trimester. Any teacher hired after the start of school, but prior to March 1 of any year, would receive their first step advancement at the beginning of the trimester nearest the anniversary of the hire date. All subsequent step advancements will be applied concurrently with all other teachers during the next fiscal year. Teachers hired after March 1 in any year will be treated as if hired the following school year.

F. Teachers accumulating enough credit hours for movement to a higher lane on the salary schedule shall receive adjustment in the first pay of the following month upon presentation of an official transcript mailed or emailed to the district from the educational institution. The salary adjustment for the teacher’s lane change will be effective as of the date of receipt by Human

Resources of the official transcript, and salary will be prorated from that date to the end of the school year calendar. Salary adjustments will be made in the beginning of the next school year for official transcripts received after the last day of school.

G. Bargaining Unit Members currently holding counseling positions within the district shall be entitled to two annual professional organization memberships, one national and one state, or two state memberships, when approved by the district and within district budget guidelines.

H. When a substitute teacher is not available, a teacher may be used to substitute during their preparation time on a volunteer basis. If a volunteer cannot be secured, administration can assign a teacher to cover. The teacher shall be paid $50 per hour for the substitute time.

ARTICLE 16

GRIEVANCE PROCEDURES

A. Definitions

1. A grievance shall be defined as an alleged violation of a written term or provision contained in this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.

4. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.5. The term "days" shall be interpreted as meaning working school days unless otherwise stipulated.

B. Purpose

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

C. Structure

1. There shall be one or more Association Representatives for each school building who shall be recognized as official representatives of the Association in grievance procedures.

2. The Association shall establish a Grievance Committee. In the event that any member of the Committee is a party in interest to any grievance, they shall disqualify himself and a substitute be named by the Association.

D. Procedure

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

1. **Level One (Principal)**

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

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

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

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

3. **Level Three (Board)**

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

Within ten (10) days after the hearing on the appeal, the Board shall communicate its decision, in writing, to the Principal, the Superintendent, the Association, Counsel for the Association, and to the aggrieved, if any.

4. **Level Four (Arbitrator)**

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

E. **Rights to Representation**

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

F. **Miscellaneous**

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.

2. Copies of all written decisions of grievance shall be sent to all parties and the Association.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participations

4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files to the participants.

5. Forms for filing and processing grievances shall be designed by the Grievance Committee, and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.

6. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

G. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearings or if oral hearings have been waived, then from the date final statements and proof are submitted to him, and shall be final and binding upon the Association, its members, all employees covered by this Agreement, and the District.

H. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.

I. In the event a case is appealed to an arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.

J. There shall be no appeal from an arbitrator's decision if it is within the scope of this authority as set forth above. It shall be binding on the Association, its members, the employee or employees involved, and the Board.

The fees and expenses of the arbitration shall be assessed to the parties as follows:

1. If the grievance is sustained and the remedy sought by the Association is awarded in full the Board shall pay the fees and expenses in full.

2. If the grievance is denied in full the Association shall pay the fees and expenses in full.

3. If the grievance is neither sustained in full nor denied in full the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

K. The following matters shall not be the basis of any grievances filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employee any probationary teacher.

2. Any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 Michigan, as amended).

ARTICLE 17

SEVERANCE AND EARLY RETIREMENT PAYMENTS

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

If the eligible teacher provides notice of severance by March 1 prior to the end of the school year of severance and submits their resignation to the Superintendent, to be effective at the conclusion of that school year, they shall be paid for all accumulated leave days at the time of separation.

Days (for employees hired on or after July 1, 2015)

up to 90 days	$35/day

Days (for employees hired prior to July 1, 2015)

Up to 100 days	$32/day
101-200	$37/day
over 201	$47/day to a maximum of 250 days*

**Teachers over 250 days as of September 1, 2015 capped at their current number of days as of September 1, 2015*

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

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

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

2. A teacher who is forced to retire due to disability at a time subsequent to March 1 of the school year of retirement, may make application and receive severance payment provided they are otherwise eligible and submits a resignation for the purpose of retirement due to the disability.

3. Upon meeting the conditions above, a teacher shall receive a one-time payment of $200 per year of service to a maximum of $5,000. The amount will be distributed via payroll for individuals younger than age 55 at retirement. All other individuals' payment will be deposited into their annuity account established with the vendor under the district severance 403(b) plan.

ARTICLE 18

MISCELLANEOUS PROVISIONS

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

B. An electronic version of this Agreement shall be made available by the Superintendent or their designee to the Association within 10 days of settlement.

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

D. The school district will allow each teacher free access to all school activities, except Dinner Theatre. A school-issued ID or driver's license will be used for identification. It is the expectation that staff will assist supervision and maintaining student order during events in exchange for free access.

E. The Board shall invite Association leadership to meet with new bargaining unit members hired at the start of each school year when district orientation professional development is provided. When a bargaining unit member is hired during the course of the school year, the Association shall be promptly notified and provided with the new employee’s home building.

ARTICLE 19

DURATION

A. This Agreement shall become effective on August 1, 2026 and shall continue in effect through July 31, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for a successor Agreement.

C. An Emergency Manager appointed by law may reject, modify, or terminate this Agreement as provided by law.

Date Ratified: August 10, 2026

Josh Heethuis, President
St. Johns Education Association

Anthony Berthiaume, Superintendent
St. Johns Public Schools

Megan Dreffs, Negotiation Chair
St. Johns Education Association

Matthew Boak, President
Board of Education
St. Johns Public Schools

Tammy VanNorman, Negotiation Chair
St. Johns Education Association

Robert Watson, Secretary
Board of Education
St. Johns Public Schools

APPENDIX A

SALARY SCHEDULE 2026-2027

STEP	BA SALARY	BA+20 SALARY	MA SALARY	MA+15 SALARY	MA+30 SALARY
1	$47,449	$51,187	$51,756	$54,435	$57,113
2	$49,142	$52,913	$53,734	$56,413	$59,091
3	$50,835	$54,639	$55,713	$58,392	$61,070
4	$52,528	$56,365	$57,691	$60,370	$63,049
5	$54,220	$58,091	$59,671	$62,350	$65,028
6	$55,912	$59,817	$61,650	$64,329	$67,006
7	$57,606	$61,543	$63,628	$66,307	$68,985
8	$59,298	$63,269	$65,608	$68,287	$70,965
9	$60,991	$64,995	$67,586	$70,265	$72,943
10	$62,683	$66,721	$69,565	$72,244	$74,922
11	$64,377	$68,447	$71,543	$74,222	$76,901
12	$66,069	$70,173	$73,523	$76,202	$78,880
13	$67,762	$71,899	$75,501	$78,180	$80,858
14	$69,454	$73,625	$77,480	$80,159	$82,837
15	$71,148	$75,351	$79,459	$82,138	$84,816

APPENDIX A

SALARY SCHEDULE

1. Information related to the preceding salary schedule:

   a. BA+20 requires the completion of twenty (20) graduate level semester hours from a recognized college or university granting advanced degrees and must be in addition to those credits required for the BA Degree and the Provisional Certificate. Credits must be from a course receiving a letter grade. Any course not taken for a letter grade must have prior written approval from the superintendent.

   b. MA requires completion of a Master's Degree in the teacher's teaching or related field from a recognized college or university granting advanced degrees. Those teachers having 40 semester hours of graduate credit, beyond a provisional teaching certificate, in their teaching field, shall be placed on the MA salary schedule. Credits must be from a course receiving a letter grade. Any course not taken for a letter grade must have prior written approval from the superintendent.

   c. MA+15 requires fifteen (15) semester hours of graduate credit completed after the MA degree, provided the hours are in the teacher's teaching or related field. Credits must be from a course receiving a letter grade. Any course not taken for a letter grade must have prior written approval from the superintendent.

      While graduate credit is typically required to advance to MA+15, undergraduate semester credit hours may be applied toward the fifteen (15) semester hours of graduate credit completed after the MA, provided approval has been obtained from the Superintendent prior to taking the courses.

   d. MA+30 requires completion of thirty (30) semester hours or forty-five (45) term hours of graduate credit beyond the MA degree, provided the hours are in the teacher's teaching or related field. Credits must be from a course receiving a letter grade. Any course not taken for a letter grade must have prior written approval from the superintendent.

   e. Those teachers who have completed fifteen (15) years of continuous teaching service with St. Johns Public Schools will be paid a longevity payment. Any teacher hired after the start of the school, but prior to March 1 of any year, would receive their first prorated longevity payment at the beginning of the trimester nearest the anniversary of the hire date. All subsequent step advancements will be applied concurrently with all other teachers during the next fiscal year. Teachers hired after March 1 in any year will be treated as if hired the following school year.

      Longevity is based on a percentage of the teacher's Appendix A base salary step and lane. Longevity is paid at a rate of 1.0% of base salary in the first year of eligibility and an additional 0.5% of base salary for every year thereafter.

f. It is understood that term hours are equated at two-thirds (2/3) of the value of semester hours.

g. Summer School instructors shall be paid at least $30 per hour.

h. Preschool lead teachers who are hired after August 25, 2026 in a state/federally funded preschool classroom will be paid a percentage of the BA lane on the Appendix A Salary Schedule as follows:

1. 80% for teachers currently working under an approved, active state compliance plan to achieve full certification for the assigned preschool position.

2. 90% for teachers who are fully certified and qualified for the assigned preschool position under state licensing rules, but do not hold a current, valid Michigan teaching certificate.

3. 100% for teachers who are fully certified and qualified for the assigned preschool position under state licensing rules, and who also possess a current, valid Michigan teaching certificate.

i. Any vocationally certified teacher holding a BA Degree and a valid teaching certificate who works in the summer at a job which will add expertise to their present teaching field will be granted one semester of graduate credit on the salary schedule for every 80 hours of work performed, not to exceed a total of 12 semester hours.

The application for such credit must be approved by the employer, teacher, Principal and the Superintendent.

j. Middle School and High School counselors may be granted 10 additional days for master schedule coordination and will be paid a stipend of $2,000 for additional leadership responsibilities determined jointly by the counselor and building principal. The $2,000 leadership stipend is eliminated for counselors hired after June 30, 2019.

k. Elementary coaches will be granted up to 5 days for additional professional development work as assigned and approved by the Curriculum Director.

l. Teachers shall receive an equal, one-time, off-schedule lump-sum payment funded by additional state aid revenue, subject to applicable withholdings. This payment is contingent upon the fall 2026 certified pupil count, meeting specific enrollment thresholds as follows: For every eight (8) students from the projected decline of 32 students, a $400 off-schedule stipend will be paid on December 10, 2026, capped at $1,600 per teacher.

APPENDIX B

ATHLETIC COMPENSATION

Appendix B will be calculated at the following rates off the salary schedule listed in Appendix B.3. For employees hired from the beginning of 2015-2016, step advancement is limited to BA Step 7. All positions will be awarded to only one employee, unless otherwise noted.

1. HIGH SCHOOL -

Baseball

A.	Varsity Head Coach	10.0%
B.	Varsity Assistant	3.0%
C.	JV Head Coach	6.0%
D.	JV Assistant	2.0%
E.	9th Grade Head Coach	6.0%
F.	9th Grade Assistant	2.0%

Basketball

A.	Varsity Boys Head Coach	13.0%
B.	Varsity Girls Head Coach	13.0%
C.	Varsity Boys Assistant	3.0%
D.	Varsity Girls Assistant	3.0%
E.	JV Boys Head Coach	9.0%
F.	JV Girls Head Coach	9.0%
G.	JV Boys Assistant	2.0%
H.	JV Girls Assistant	2.0%
I.	9th Grade Boys Head Coach	8.0%
J.	9th Grade Girls Head Coach	8.0%

Cheer

A.	Varsity Competitive Cheer	8.0%
B.	Varsity Sideline Cheer	6.0%
C.	JV Competitive Cheer	6.0%
D.	JV Sideline Cheer	4.0%

Cross Country

A.	Boys Head Coach	7.5%
B.	Girls Head Coach	7.5%

Football

A.	Varsity Head Coach	14.0%
B.	Varsity Assistant - up to 2 positions	8.0%
C.	JV Head Coach	8.0%
D.	JV Assistant - up to 2 positions	8.0%
E.	9th Grade Head Coach	8.0%
F.	9th Grade Assistant - up to 2 positions	8.0%
G.	Football Operations - up to 4 positions	1.35%

Golf

A.	Varsity Boys Head Coach	9.0%
B.	Varsity Girls Head Coach	9.0%
C.	JV Boys Head Coach	6.0%
D.	JV Girls Head Coach	6.0%

Lacrosse

A.	Varsity Boys Head Coach	9.0%
B.	Varsity Girls Head Coach	9.0%

Soccer

A.	Varsity Boys Head Coach	10.0%
B.	Varsity Girls Head Coach	10.0%
C.	Varsity Boys Assistant	3.0%
D.	Varsity Girls Assistant	3.0%
E.	JV Boys Head Coach	6.0%
F.	JV Girls Head Coach	6.0%
G.	JV Boys Assistant	2.0%
H.	JV Girls Assistant	2.0%

Softball

A.	Varsity Head Coach	10.0%
B.	Varsity Assistant	3.0%
C.	JV Head Coach	6.0%
D.	JV Assistant	2.0%
E.	9th Grade Head Coach	6.0%
F.	9th Grade Assistant	2.0%

Swim/Dive

A.	Boys Head Coach	10.0%
B.	Girls Head Coach	10.0%
C.	Boys Assistant	8.0%
D.	Girls Assistant	8.0%

Tennis

A.	Varsity Boys Head Coach	9.0%
B.	Varsity Girls Head Coach	9.0%
C.	JV Boys Head Coach	6.0%
D.	JV Girls Head Coach	6.0%

Track

A.	Varsity Boys Head Coach	10.0%
B.	Varsity Girls Head Coach	10.0%
C.	Boys Assistant	6.0%
D.	Girls Assistant	6.0%

Volleyball

A.	Varsity Head Coach	11.0%
B.	Varsity Assistant	3.0%
C.	JV Head Coach	9.0%
D.	JV Assistant	2.0%
E.	9th Grade Head Coach	8.0%

Wrestling

A.	Varsity Head Coach	11.0%
B.	Junior Varsity Head Coach	8.0%
C.	Assistant	6.0%

Other High School Athletics Positions

A.	Varsity Dance Coach	8.0%
B.	Strength/Conditioning (Per Season)	6.0%

2. MIDDLE SCHOOL -

Middle School Basketball

A.	8th Grade Boys Head Coach	6.0%
B.	8th Grade Girls Head Coach	6.0%
C.	8th Grade Boys Assistant	1.35%
D.	8th Grade Girls Assistant	1.35%
E.	7th Grade Boys Head Coach	6.0%
F.	7th Grade Girls Head Coach	6.0%
G.	7th Grade Assistant	1.35%
H.	7th Grade Assistant	1.35%

Middle School Cross Country

A.	Head Coach Boys Cross Country	4.5%
B.	Head Coach Girls Cross County	4.5%
C.	Assistant Boys and Girls Cross Country	1.35%

Middle School Football

A.	8th Grade Head Coach – Up to 2 Positions	6.0%
B.	8th Grade Assistant	1.35%
C.	7th Grade Head Coach	6.0%
D.	7th Grade Assistant	1.35%

Middle School Track

A.	Head Coach Boys Track	6.0%
B.	Assistant Boys Track Coach	1.35%
C.	Head Coach Girls Track	6.0%
D.	Assistant Girls Track Coach	1.35%

Middle School Volleyball

A.	8th Grade Head Coach	6.0%
B.	8th Grade Assistant	1.35%
C.	7th Grade Head Coach	6.0%

D.	7th Grade Assistant	1.35%

Middle School Wrestling

A.	Head Coach Wrestling	6.0%
B.	8th Grade Assistant Wrestling Coach	1.35%
C.	7th Grade Assistant Wrestling Coach	1.35%

3. The following applies to Appendix B.

   A. The Board at its discretion shall determine the extracurricular program for the school district. The Board may implement a full, increased or reduced program or activity and may eliminate or increase all or part of the extracurricular programs or any activity, including the personnel involved. Such a decision by the Board is not subject to the grievance procedure. The activities, personnel and salaries designated in Appendix B are contingent upon the implementation by the Board of a full program in the activity specified. Should the Board choose to implement or continue more or less than a full program or activity, the personnel retained shall be paid a proportionate amount of the salary designated for performing the full activity based upon the proportionate increase or reduction in the number of weeks or scheduled events of the activity. The reapportioned salary shall be made known prior to the assumption of the duties of the activity.

   B. Any person outside the Association under Appendix B of this contract shall be compensated for said services as determined by the Board.

   C. Beginning with 2025-26 year and thereafter, the Appendix B salary for employees who are assigned two positions in the same season shall be set at the combination of the two position rates, reduced by 2% (Example: An employee who coaches JV & Varsity Softball teams at the same time shall receive salary of 14% on Appendix A which is a combination of 10% for Varsity Softball + 6% for JV Softball - 2% for combined position = 14%). Employees who were assigned two positions in the same season during the 2024-25 year will continue to receive the combined salary of the two positions into 2025-26 and thereafter, so long as they remain employed in those positions in subsequent consecutive years.

   D. When an Appendix B position is shared between two employees, the salary for that position will be shared by those two employees, not to exceed the stated rate.

4. Salary Schedule:

Step	Salary	Step	Salary
1	$37,953	7	$47,335
2	$39,376	8	$49,110
3	$40,852	9	$50,951
4	$42,385	10	$52,861
5	$43,975	11	$54,845
6	$45,625	12	$57,607

APPENDIX C

OTHER ACTIVITIES

Appendix C will be calculated at the following rates off the salary schedule listed in Appendix C.4. For employees hired from the beginning of 2015-2016, step advancement is limited to BA Step 7. All positions listed will be awarded to only one employee, unless otherwise noted.

1. MUSIC & THEATRE:

Band & Orchestra -		
A.	High School Band Director (includes band camp)	16.0%
B.	Middle School Band Director	7.0%
C.	High School Orchestra Director	7.0%
D.	Middle School Orchestra Director	3.0%
Dramatics & Competition Theatre -		
A.	Head Director - per season	8.0%
B.	Assistant - per season - up to 2 positions	6.0%
Forensics -		
A.	Head Director	8.0%
B.	Assistant	6.0%
High School Musical -		
A.	Head Director	8.0%
B.	Assistant Director - up to 4 positions	5.0%
Middle School Musical -		
A.	Head Director	8.0%
B.	Assistant Director - up to 4 positions	5.0%
Stage Manager		3.0%
Vocal Music -		
A.	High School	6.0%
B.	Middle School	3.0%
C.	Elementary (Per Staff FTE)	2.0%

2. OTHER POSITIONS:

Business Professionals of America (BPA)	4.0%
Facility Dog Handler	4.0%
FFA	14%
High School Honor Society	2.0%

Prom -		
A.	Lead Advisor	2.0%
B.	Assistant Advisor	1.0%
Renaissance -		
A.	High School	4.0%
B.	Middle School	2.0%
Science Olympiad		3.0%
Student Council -		
A.	High School	8.0%
B.	Middle School	4.0%
Quiz Bowl		3.0%
Youth Action Committee (YAC)		4.0%
Yearbook -		
A.	High School	5.0%
B.	Middle School	1.0%

3. <u>The following applies to Appendix C.</u>

   A. The Board at its discretion shall determine the extracurricular program for the school district. The Board may implement a full, increased or reduced program or activity and may eliminate or increase all or part of the extracurricular programs or any activity, including the personnel involved. Such a decision by the Board is not subject to the grievance procedure. The activities, personnel and salaries designated in Appendix C are contingent upon the implementation by the Board of a full program in the activity specified. Should the Board choose to implement or continue more or less than a full program or activity, the personnel retained shall be paid a proportionate amount of the salary designated for performing the full activity based upon the proportionate increase or reduction in the number of weeks or scheduled events of the activity. The reapportioned salary shall be made known prior to the assumption of the duties of the activity.

   B. Any teacher outside the Association under Appendix C of this contract shall be compensated for said services as determined by the Board.

   C. When an Appendix C position is shared between two employees, the salary for that position will be shared by those two employees, not to exceed the stated rate.

4. Each year the Board shall authorize up to four (4) elementary (one per building), two (2) middle school, and three (3) high school club advisor positions per year. Compensation will be set at 2.0% per club. Clubs will meet at least twice per month during the school year. Employees interested in advising a club will make an application annually by April 30 each year for the following year and the Administration will notify employees by June 1 of approval.

5. Salary Schedule:

Step	Salary	Step	Salary
1	$37,953	7	$47,335
2	$39,376	8	$49,110
3	$40,852	9	$50,951
4	$42,385	10	$52,861
5	$43,975	11	$54,845
6	$45,625	12	$57,607

APPENDIX D

OTHER PROFESSIONAL COMPENSATION

Appendix D will be calculated at the following rates off the salary schedule listed in Appendix D.3. For employees hired from the beginning of 2015-2016, step advancement is limited to BA Step 7. All positions listed will be awarded to only one employee, unless otherwise noted.

1. Stipends

A.	Building School Improvement Chairpersons	4.0% (Begins at Step 3)
B.	Department and Grade Level Chairpersons	4.0% (Begins at Step 3)
C.	Mentor Teacher (Per Mentee)	1.0%
D.	Teacher Not Receiving Planning Time	$2,750

2. The following applies to Appendix D.

   A. The Board at its discretion shall determine other professional duties to be assigned to teachers. The Board may implement a full, increased or reduced program or activity and may eliminate or increase all or part of the additional professional duties, including the personnel involved. Such a decision by the Board is not subject to the grievance procedure. The activities, personnel and salaries designated in Appendix D are contingent upon the implementation by the Board of a full program in the activity specified. Should the Board choose to implement or continue more or less than a full program or activity, the personnel retained shall be paid a proportionate amount of the salary designated for performing the full activity based upon the proportionate increase or reduction in the number of weeks or scheduled events of the activity. The reapportioned salary shall be made known prior to the assumption of the duties of the activity.

   C. When an Appendix D position is shared between two employees, the salary for that position will be shared by those two employees, not to exceed the stated rate.

3. Salary Schedule:

Step	Salary	Step	Salary
1	$37,953	7	$47,335
2	$39,376	8	$49,110
3	$40,852	9	$50,951
4	$42,385	10	$52,861
5	$43,975	11	$54,845
6	$45,625	12	$57,607

APPENDIX E
STUDENT GROWTH FOR EDUCATOR EVALUATION

	Performance Evaluation = 80% of Overall Rating				
Student Growth = 20% of Overall Rating		Not Proficient	Basic	Proficient	Distinguished
	Not Met	Needing Support	Developing	Effective	Effective
	Nearly Met	Needing Support	Developing	Effective	Effective
	Met	Needing Support	Developing	Effective	Effective
	Exceeds	Developing	Developing	Effective	Effective
		Overall Rating			

i-Ready (10%)

Description: All students will take the i-Ready diagnostic assessment thrice yearly (BOY, MOY, EOY). Individual students will have an individualized "typical growth" target. Using a graduated scale, staff will be evaluated based on the percentage of students achieving their individual growth targets.

	Role	Students Accountable For	Assessment	Percentage
Elementary	Regular Classroom Teacher	All individual students rostered to the teacher	Reading	3%
			Math	3%
		All Grade Level Students across the district	Reading	2%
			Math	2%
	Special Education Teacher, Instructional Coach, Interventionist, Counselor, Principal, Specials Teacher	All students in building	Reading	5%
			Math	5%
Middle School	Regular Classroom Teacher	All individual students	Reading	3%
			Math	3%
		All students in grades 6-8	Reading	2%
			Math	2%
	Instructional Coach, Counselors, Principals	All students in building	Reading	5%
			Math	5%

M-STEP (10%)

Student Growth Percentile SGP (10%)

Description: All teachers will be evaluated based on the individual student's SGP for the below applicable subjects. Staff will be evaluated based on the most recent 3-years of student SGP data, when applicable, using a 3-year weighted average.

	Role	Students Accountable For	Assessment	Percentage
Elementary	Grade 4 & 5 Regular Classroom Teacher	All individual students rostered to the teacher during the school year	All Subjects	10%
	Grades PK-3 Regular Classroom Teacher, Special Education Teacher, Specials Teacher, Instructional Coach, Interventionist, Principal	All students in building (Gateway will use Oakview)	All Subjects	10%
Middle School	Classroom Teacher of a State Assessed Subject Area	All individual students rostered to the teacher during the school year	Subject Area Assessment	7%
			All Subjects	3%
	Classroom Teacher of a non-State Assessed Subject Area, Instructional Coach, Counselor, Principal,	All individual students rostered to the teacher during the school year	All Subjects	10%

SAT (10%)

	Description: All educators will be evaluated on the current year's juniors "expected growth target" established by the College Board from the PSAT 10 to the SAT 11. Staff will be evaluated on the most-recent 3-years of student data, when applicable, using a 3-year weighted average.			
High School	Classroom Teacher of a State Assessed Subject Area	All students	Subject Area Assessment	7%
			Other Subject area assessment	3%
	Classroom Teacher of a non-State Assessed Subject Area, Special Education Teacher, Instructional Coach, Counselor, Principal	All students	EBRW	5%
			Math	5%

i-Ready	
Median % of Typical Growth for all Accountable Students	**Rating**
> 125%	Exceeds (4)
90%-125%	Met (3)
50%-90%	Nearly Met (2)
0%-50%	Not Met (1)

M-STEP			
SGP	**Rating**	**Weighted Average**	
60 or more	Exceeds (4)	Current Year	50%
40 - 60	Met (3)	1 Year Ago	30%
20 - 40	Nearly Met (2)	2 Years Ago	20%
0-20	Not Met (1)		

High School				
SAT 10%			**SLO 10%**	
% Met + % Exceeded	Rating		% of Students that Met Growth Target	Rating
> 90%	Exceeds (4)		> 80%	Exceeds (4)
80%-90%	Met (3)		65%-79%	Met (3)
70%-80%	Nearly Met (2)		50%-64%	Nearly Met (2)
< 70%	Not Met (1)		< 64%	Not Met (1)

i-Ready Calculations

- Only students who completed the BOY and the EOY diagnostics during the assessment windows will be included in calculations.
- For each student a percentage of the typical growth measure achieved will be calculated.
- All individual student's percentage of typical growth measure will be ranked to find the MEDIAN of the percentage of typical growth measure achieved for all accountable students.

Student	Diagnostic Gain (EOY-BOY)	Typical Growth Measure Target	Percentage of Typical Growth Achieved
Deidre	30	23	130%
Maria	25	23	109%
Jose	24	23	104%
Sonia	22	23	96%
Lily	20	23	87%
Jane	-1	19	-5%
		Median	**100%**

APPENDIX F
TEACHER INDIVIDUALIZED DEVELOPMENT (IDP) FORM

Teacher:		Building:	
Administrator:		School Year:	
Date of IDP:		Status: Probationary or Tenured	

GOAL 1

Goal #1 (Define):	This goal addresses the following domains (Check all that apply.):	
		Planning and Preparation
		Classroom Environment
		Instruction
		Professional Responsibilities
Purpose of the Goal (Explain):		
Teacher Responsibilities (List the expectations, strategies, and activities that will assist toward achieving the goal – include timelines where applicable.):		
Administrator responsibilities (List the type(s) of support and activities that can be expected from the administrator to support your work toward achieving the goal.):		

GOAL 2

Goal #2 (Define):	This goal addresses the following domains (Check all that apply.):	
		Planning and Preparation
		Classroom Environment
		Instruction
		Professional Responsibilities
Purpose of the Goal (Explain):		
Teacher Responsibilities (List the expectations, strategies, and activities that will assist toward achieving the goal – include timelines where applicable.):		
Administrator responsibilities (List the type(s) of support and activities that can be expected from the administrator to support your work toward achieving the goal.):		

GOAL 3

Goal #3 (Define):	This goal addresses the following domains (Check all that apply.):	
		Planning and Preparation
		Classroom Environment
		Instruction
		Professional Responsibilities
Purpose of the Goal (Explain):		
Teacher Responsibilities (List the expectations, strategies, and activities that will assist toward achieving the goal – include timelines where applicable.):		
Administrator responsibilities (List the type(s) of support and activities that can be expected from the administrator to support your work toward achieving the goal.):		

Mutually developed by:

Teacher: _____ Date: _____

Administrator _____ Date: _____

End of Year Progress Update:

☐ All IDP Goals have been met.

☐ All IDP Goals have not been met.

Notes:

Teacher: _____ Date: _____

Administrator _____ Date: _____

Cc: Personnel File
Teacher
Administrator

APPENDIX G

ST. JOHNS PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL ONE - PRINCIPAL

GRIEVANT(S) NAME_____

BUILDING_____

DATE FILED_____

DATE GRIEVANCE WAS DISCUSSED BY THE TEACHER WITH PRINCIPAL_____

STATEMENT OF GRIEVANCE_____

CONTRACT ARTICLES ALLEGED TO HAVE BEEN VIOLATED_____

DATE OF VIOLATION_____

REMEDY REQUESTED_____

DATE RECEIVED BY PRINCIPAL_____

PRINCIPAL'S RESPONSE_____

DATE RETURNED TO GRIEVANT_____

LEVEL TWO - SUPERINTENDENT

DATE RECEIVED BY GRIEVANCE COMMITTEE_____

DATE PRESENTED TO SUPERINTENDENT (OR DESIGNATED REP.)_____

DATE RECEIVED BY SUPERINTENDENT (OR DESIGNATED RED.) _____

SUPERINTENDENT'S RESPONSE_____

DATE RETURNED TO GRIEVANCE COMMITTEE_____

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LEVEL THREE - BOARD

DATE RECEIVED BY GRIEVANCE COMMITTEE_____

DATE PRESENTED TO THE BOARD (OR DESIGNATED REP.)_____

DATE MEETING HELD BETWEEN BOARD AND GRIEVANCE COMMITTEE_____

BOARD'S RESPONSE_____

DATE RETURNED TO GRIEVANCE COMMITTEE_____

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LEVEL FOUR - ARBITRATION

DATE RECEIVED BY ASSOCIATION_____

DATE APPEALED TO ARBITRATION_____

DATE ARBITRATION HEARING HELD_____

(NOTE)

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