

PROFESSIONAL AGREEMENT WITH TEACHERS

BETWEEN THE

BOARD OF EDUCATION

OF THE

ST. JOSEPH PUBLIC SCHOOLS

AND THE

BERRIEN COUNTY EDUCATION ASSOCIATION, MEA/NEA

SEPTEMBER 1, 2022 - AUGUST 31, 2025

CONTENTS

DEFINITIONS	5
STATEMENT OF AGREEMENT	8
ARTICLE 1	8
Recognition	8
ARTICLE 2	9
Association Rights	9
ARTICLE 3	10
Board of Education Rights and Responsibilities	10
ARTICLE 4	11
Professional Compensation	11
ARTICLE 5	14
Insurance	14
ARTICLE 6	16
Teaching Conditions	16
ARTICLE 7	22
Vacancies, Transfers, Job Assignments, and Promotions	22
ARTICLE 8	23
Leave Policies	23
ARTICLE 9	29
Protection of Teachers	29
ARTICLE 10	31
Discipline and Discharge	31
ARTICLE 11	32
Negotiation Procedures	32
ARTICLE 12	33
Grievance Procedure	33
Informal Conferences	37
ARTICLE 14	38
Student Teaching Program Assistance	38
ARTICLE 15	39
School Calendar	39
ARTICLE 16	41
Miscellaneous Provisions	41

ARTICLE 17	42
Mentors	42
ARTICLE 18	43
Site-Based Committee	43
ARTICLE 19	44
Duration	44
SCHEDULE A	45
Teacher Salary Schedule	45
SCHEDULE B	46
Clubs/Extracurriculars	46
SCHEDULE C	47
Coaching	47
SCHEDULE D	50
Core Department Leadership and Grade Level Leadership Positions	50
Non-Core Department Leadership Positions	51
DISTRICT LEADERSHIP COMMITTEE	51
CALENDAR	52
2022 -2023	52
2023 -2024	54
2024 -2025	56
REFERENCE INDEX	58

DEFINITIONS

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

AR - Association Representative

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

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

Conferencing Time - Specific time set apart from instruction time for the purpose of preparing reports about students and meeting or conferencing with parents and/or students.

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

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

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

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

GCC - Grievance Committee Chairperson

GCM - Grievance Committee Member

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

IEP - Individualized Education Program – A written statement for a student with a disability that is developed, reviewed, and revised in accordance with the regulations promulgated under the Individuals with Disabilities Education Act (IDEA).

IEP Team - Individualized Education Program Team – A group of individuals that is responsible for developing, reviewing, or revising an IEP for a student with a disability.

Student with an IEP - A student who is assigned to a regular classroom for all or part of the school day, as part of an IEP, but for purposes of limiting classroom ratios a speech and language impaired student or other similar IEPed students with an IEP, whose IEP requires no special instruction by the classroom teacher, shall not be included in the ratio calculation.

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

Instructional Time - Time spent with students directing learning activities.

Longevity Pay - Longevity payments are additional wages based on length of service which are reportable compensation per ORS Reporting Instructional Manual (RIM) as of 6/14/2022.

May - Permissive

MEA - Michigan Education Association

BCEA, MEA/NEA - Berrien County Education Association, Michigan Education Association/National Education Association

NEA - National Education Association

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

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

Shall - Mandatory

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

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

Supervisory Time - Time spent supervising students in classrooms, corridors immediately adjacent to classrooms, playgrounds, or elsewhere during the regular work day.

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

Teacher's Hourly Rate - \$35 per hour for curriculum work beyond the school year or school day which is administrator approved, \$40 per hour for secondary when asked by an administrator to cover a class during a prep period, and \$40 per day for elementary teachers when asked by an administrator to absorb ten (10) or more students to cover for an absent teacher.

Will - Shall (as defined above)

Years:

- A. **Contract Year** – September 1, 2022 through August 31, 2025.
- B. **Individual Teacher Contract Year** - Based on the adopted school calendar, as reflected in the teacher's individual contract.
- C. **Insurance Benefit Year** - January 1 to December 31.
- D. **School Year** - The block of time consisting of regularly-scheduled workdays specified in the published school calendar.

STATEMENT OF AGREEMENT

- A. This Agreement is entered into as of June 27, 2022, by and between the Board of Education of the St. Joseph Public Schools, County of Berrien, Michigan, (the “Board”), and the Berrien County Education Association, MEA/NEA, (the “Association” or BCEA, MEA/NEA).

Following extended and deliberate negotiations, the Board and the Association have reached certain understandings as to wages, hours, terms, and other conditions of employment, and agree as follows:

ARTICLE 1 **Recognition**

- A. The Board recognizes the Association as the exclusive and sole bargaining representative, as defined in Section 11 of the Public Employment Relations Act as amended, for all tenure and probationary instructional personnel certificated by the Michigan State Board of Education, School Counselors, Speech Pathologists, and School Social Workers, under contract or on leave, employed by the Board excluding: Superintendent, Assistant Superintendents, Administrative Assistants, Principals, Assistants, and other administrative and supervisory personnel, and Substitute Teachers, excluded by mutual agreement between the parties. Except where specific differentiation is made, the term “Teacher”, when used in this Agreement, refers to all employees represented by the Association in the negotiating unit as above defined.
- B. The Board agrees not to negotiate with any Teachers’ organization other than the Association for the duration of this Agreement.
- C. The terms “Teacher” or “Employee”, singular or plural, when used in this Agreement, refers to all personnel represented by the Association in the bargaining unit as defined above.
- D. Nothing in this Agreement shall be construed to deny any Teacher rights he or she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to Teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.
- E. This Agreement is between the Berrien County Education Association, Michigan Education Association/National Education Association (Association) and the Board of Education of the St. Joseph Public Schools. For the life of this Agreement, the administration of this Agreement is fully delegated to the local St. Joseph representatives of the Association. Said representatives shall be members of the Association, who are also bargaining unit employees, and the names and positions of these local Association representatives shall be given to the Superintendent, in writing, upon ratification of this Agreement, and this list shall be updated as changes are made.

ARTICLE 2
Association Rights

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

ARTICLE 3
Board of Education Rights and Responsibilities

- A. Nothing in this Agreement denies the Board's rights, responsibilities, duties, and authority under the Michigan General School Laws, the laws of Michigan, or the laws of the United States.

- B. Except as specifically amended by other Articles of this Agreement, the Board's rights and responsibilities in paragraph A. above, shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and administer the District, its properties and facilities, and its business operations.
 - 2. Determine overall educational goals and objectives, as well as the general policies affecting the educational programs.
 - 3. Adopt rules and regulations for the operation and administration of the District and adopt or define descriptions and requirements of all jobs.
 - 4. Give direction to the professional staff, including the right to hire all employees, determine their qualifications and the conditions for their continued employment or their discharge or demotion, and to promote and transfer all such employees.
 - 5. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees for such scheduling.
 - 6. Decide upon what services, supplies, and equipment are necessary to continue the District's operation, and to establish standards for their use and operation.

- C. The Board, operating on its own behalf and through its administrative staff, shall be limited in the use of its judgment and discretion in exercising the above-listed rights and responsibilities only by the specific terms of this Agreement and all applicable laws.

ARTICLE 4
Professional Compensation

A.

1. The salaries of personnel covered by this Agreement are set forth in Schedule A, and are based on a teaching year as defined in the current school calendar. Contract days are orientation days, teaching days, in-service days, days set aside for recording grades, and parent conference days. Teachers new to the District, Teachers transferred to a new building, and Teachers returning from leave may be required by the Board to report for not more than two (2) days before the school year.
2. The Schedule A index shall not be changed during the term of this Agreement, unless otherwise agreed by the parties.
3. Teachers involved in extra-duty assignments set forth in Schedules B, C, and D shall be compensated in accordance with those provisions. Teachers shall be compensated in accordance with this Article and the annexed Schedules without deviation.

B. Compensation for responsibilities not provided for in Schedules B, C, and D, which are in addition to the school day and school year, shall be computed as follows:

(a) During the school year

- | | |
|--|---------------------------------------|
| 1) Extra Class Assignment,
Senior High School and
Middle School, Grades 6-8 | 20% of Schedule A
salary |
| 2) When a secondary teacher
substitutes during his/her prep
period for an absent teacher | Teacher's Substitute rate (\$40/hour) |
| 3) When an elementary teacher
Absorbs ten (10) or more students
from an absent teacher's class | Teacher will be paid \$40 per day |

(b) For curriculum work beyond the school year or school day which is administrator approved will be paid at the Teacher's Hourly Rate (\$35/hour).

- | | |
|--|---|
| 1. Music, Athletic, Academic, or
Recreational Programs, organized
and supervised by Teachers
and supported by tuition | Supported by tuition, not to
exceed teacher's hourly rate (\$35) |
|--|---|

(c) In employing personnel for professional work beyond the regular school year's program, Teachers already employed by the District shall be given the opportunity to fill all vacancies for which they are qualified.

- C. Credit for military service previous to employment in St. Joseph, or for volunteer military service, may be credited as experience credit at a rate of one (1) year for each two (2) years in the Armed services. Military service for any period less than twelve (12) consecutive months shall not be included. The maximum experience credit gained under this provision shall not exceed two (2) years.
- D. The District will strive to match years of service and/or previous salary to the greatest extent possible contingent upon the district's current economics and the nature of the job market.
- E. A Teacher who earns credit which qualifies him/her for additional salary shall be paid at the new rate at the beginning of the school year, if the advanced credit is earned before September 1, or at the beginning of the second semester, if the credit is earned before February 1. In the first instance, official transcripts or computerized grade reports must be presented before November 1, and in the second instance, before April 1. If the salary rate increase is due at the beginning of the second semester, the payment for the school year in which the change occurs shall be one-half (1/2) the scheduled rate, without regard for the exact days involved.
- F. If a Teacher once employed in the St. Joseph Public Schools is re-employed, he/she may retain all previous experience credit earned.
- G. Teachers who receive an Ineffective overall evaluation rating shall not be moved to the next step on the pay scale for the school year immediately following the Ineffective rating.
- H. Teachers will receive a payment on the next pay date following the first day on which all Teachers are required to report for duty, provided that the Teacher actually reports for work. Payments, thereafter, will be distributed on a bi-weekly schedule, as determined by the District's annual payroll schedule.

A Teacher may elect, once per year by August 1 or at hire date (if new hire) any one of the following options for receipt of his/her professional salary. If a Teacher does not make this election on a timely basis, the Teacher will receive Option 1, below.

1. Salary divided into twenty-six (26) pays, to be paid every two (2) weeks; or
2. Salary divided into twenty-one (21) pays, paid every two (2) weeks.

In certain years, the calendar will necessitate twenty-seven (27) pay periods. This schedule will be provided to the Association leadership by the last day of the preceding school year.

Payment will be by direct deposit only.

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for annuities, insurance options, financial institutions, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

I. Any teacher who notifies the Superintendent in writing by March 1 of the intent to resign his/her position at the end of that school year shall receive seven hundred dollars (\$700) as an early resignation notification incentive.

A. A teacher who has twenty (20) or more consecutive years of service to the district, who retires under the Michigan Public School Employees' Retirement System, and provides written notice on or before March 1 of their intent to retire will be paid \$50 per unused sick leave day, up to a maximum of \$5,000, payable in a 403 (b) plan.

A teacher who has twenty (20) or more consecutive years of service to the district, who retires under the Michigan Public School Employees' Retirement System, and provides written notice of their intent to retire after March 1 will be paid \$35 per day, per unused sick day, up to a maximum of \$3,500, payable in a 403 (b) plan.

1. Upon written confirmation of retirement, a teacher who is otherwise eligible and meets the language in A above and who experiences a verified medical issue that results in the depletion of their 100 accumulated sick days to a number not lower than 75, within the year of retirement or one year prior, will be compensated for the full (100) days.
2. An teacher who is otherwise eligible, as outlined in the language in A above, to receive compensation for unused sick days becomes deceased, their spouse shall receive \$50 per day if on or before March 1 or \$35 if after March 1, per unused sick day, payable in cash or check from the District. The district will collect a W-9 form and issue payment directly to the spouse of the deceased employee who will receive a 1099 at the end of the calendar year to report the income. Such a direct payment creates a tax liability, and as such, the District will increase the payment in the amount of the tax liability to relieve the recipient of said tax burden.

ARTICLE 5

Insurance

- A. The insurance benefit year shall be January 1-December 31. Open enrollment for current employees shall be November 1st, and for new hires September 1st of each year.
- B. The Association shall determine the insurance carrier and coverages and shall advise the Board in writing once every twelve months with a 60-day notice of the coverages selected.

A self-funded insurance plan or medical pool plan is an option if affordable and the option is mutually agreed between BOE and SJEA.

- C. The Board shall provide the following amounts toward the costs (premiums) of insurance benefits for full-time (1.0 FTE) bargaining unit members and at a prorated amount for part-time bargaining unit members who are at or above .60 FTE.

- 1. Medical Premium – The Board’s contribution toward the cost of group health insurance coverage, including premiums and other Board payments or contributions relating to such coverage, will be the maximum “hard cap” levels prescribed in the Publicly Funded Health Insurance Contribution Act MCL 15.561-.569, as amended. The district will set the amount of contributions annually. The amount of the health care premium, including all ACA fees, minus the hard cap will be the Teacher’s responsibility and shall be paid through automatic payroll deduction. The SJEA will evaluate the contributions annually working with the district and will determine if a blended approach to the Teacher Contribution is to be used (blended approach would mean that Families and 2-Person contributions are the same vs. based on hard-cap contributions). The District agrees to evaluate and report to the association if the employee contribution is meeting the ACA requirements every three months.
(Example: Health premium + ACA Fees – District paid hard cap = teacher contribution)
- 2. Non-medical Premium – Each Teacher is eligible for the following non-medical benefits. The Board’s contribution toward the cost of the non-medical premium shall be 100%. All of the following are available on the transparency page on the SJPS website.
 - a) Negotiated Life with AD&D - \$50,000
 - b) Dental
 - c) Vision
 - d) Long-term disability benefit for full time bargaining unit members at current coverage 66 2/3% of pre-disability earning to a maximum monthly benefit of \$5,000.
 - e) Short-term disability benefit only for full time bargaining unit members within their first seven (7) years of date of hire. Coverage is 60% of wages, \$1,000 weekly maximum, and 12 week benefit duration.

- D. A 1.00 FTE Teacher who elects to not receive health insurance shall receive a monthly payment of Two Hundred Dollars (\$200) cash in lieu of health insurance. This payment shall be prorated by using the fraction of the full time rate for which the Teacher is contracted.

- E. FTE - Teacher assigned to work full-time as defined in the current school calendar equals 1.00 FTE. For a Teacher who is assigned to a less than full-time position (FTE), the Board's contribution shall be prorated by using the fraction of the full-time rate the Teacher is contracted to teach.

- F. For all Teachers continuously employed, insurance benefits allowed shall not be terminated before September 1 for any Teacher leaving the employment of the Board after June 1 of the same school year. The Board's contribution shall cease for any Teacher whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act.

- G. The Board will deduct any employee contributions through payroll deduction via a Section 125 Plan (Language agreed to and available on SJPS website.)

ARTICLE 6
Teaching Conditions

A. The Teacher's work day shall consist of:

1. All staff will report 10 minutes before students arrive and remain 10 minutes after students are dismissed.
2. Instructional time is time spent with students directing learning activities. Supervisory Time is time spent supervising students in classrooms, corridors immediately adjacent to classrooms, playgrounds, or elsewhere during the regular work day.
3. Preparation time which is that portion of the teacher's standard school day exclusive of instruction time, duty-free lunch period, conferencing time, travel, and directed supervision. It includes but shall not be limited to lesson planning, student, parent and professional conferences, research, preparing tests, maintaining records, correcting papers, previewing instructional materials, and similar professional activities.
4. Conferencing time, which is specific time set apart from instruction time for the purpose of preparing reports about students and meeting or conferencing with parents and/or students.
5. An additional block of time equivalent to the preparation period in the middle and/or senior high schools for those Teachers who accept an assignment for an additional class period of instruction which shall be included in the school day.
6. Teachers may occasionally assist students or take care of their personal necessities, which shall preclude the duties and responsibilities specified in sub-paragraphs 1, 2, and 3 above.

B. The Teacher's work week will be standard insofar as possible among the grade levels of elementary, middle, and senior high. In all grade levels, the standard work week shall not exceed 39.25 hours, shall contain at least a twenty-four (24) minute duty-free lunch per day, and shall not begin before 7:30 a.m. or extend later than 4:00 p.m., except as provided in paragraph C of this Article.

Changes in existing lengths of lunch periods may be made with approval of 75% of all Teachers at the elementary level or at the secondary level, whichever is applicable in a particular building.

ECDD, Young 5s-12 Teachers shall provide students with, at a minimum, the State-mandated number of hours and days of instruction. Should for any reason the number of hours of instruction or number of days of instruction change, or a change is made in what is considered to be instruction, accommodations shall be negotiated to reflect those changes in State mandates.

The standard work day and work week for full-time Teachers who have less than a full-time specific classroom assignment, as well as for other Teachers assigned to more than one (1) building, shall be substantially the same as for the classroom Teacher.

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

1. Elementary (ECDD)

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

Teachers will have 180 minutes per week.

- b) If an elementary building principal asks an elementary teacher to absorb ten (10) or more students from an absent teacher's class the teacher shall receive \$40 per day.

2. Elementary (Grades Young 5's-5)

- a) Regular classroom teachers shall be provided a 50-minute duty-free lunch period.

Teachers shall receive a total of 180 minutes per week of planning time when those grades Y5 -5 students are receiving itinerant instruction from itinerant Teachers or Media Teachers.

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

Each Teacher shall use as preparation or conferencing time not less than 180 minutes per week that the Teacher's students are regularly scheduled to receive instruction from art, physical education, and music teaching specialists. The Teacher shall maintain control of the students until they are released by the Teacher to the specialist or substitute Teacher. The Building Principal shall be notified if the specialist or substitute has not assumed his/her responsibility within five (5) minutes.

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

If an elementary building principal asks an elementary teacher to absorb ten (10) or more students from an absent teacher's class the teacher shall receive \$40 per day.

3. Middle School (Grades 6-8)

7 hours 31 minutes per day with a 24-minute duty-free lunch.

- a) Each Teacher shall provide no more than a daily average of three hundred and three (303) minutes of instructional time over a period of one (1) week.
- b) Each Teacher shall receive four half-days of compensatory time for the additional daily average instructional time compared to the high school. These days shall be provided to MS teachers two afternoons of semester and final exam weeks as determined by the negotiated calendar.
- c) Teachers shall supervise students in their assigned classroom or the immediately adjacent hallway ten (10) minutes before the commencement of the student instructional school day, during student passing periods, and ten (10) minutes after the student instructional day.
- d) Each Teacher shall receive one preparation period daily equal to the length of one core content class period that day. All other time not specifically allocated above shall be conferencing and preparation time. The Building Principal may authorize a teacher to teach a class for another teacher during the teacher's preparation period, for which the teacher shall receive the Teacher's hourly rate (\$40). Administration shall make every attempt to preserve teacher's preparation time in accordance with the schedule.

4. High School (Grades 9-12)

7 hours 31 minutes per day with a 28-minute duty-free lunch.

- a) Each Teacher shall provide no more than a daily average of three hundred (300) minutes of instructional time over a period of one (1) week.
- b) Teachers shall supervise students in their assigned classroom or the immediately adjacent hallway ten (10) minutes before the commencement of the student instructional school day, during student passing periods, and ten (10) minutes after the student instructional day.
- c) Each Teacher shall receive one preparation period daily equal to the length of one core content class period that day. All other time not specifically allocated above shall be conferencing and preparation time. The Building Principal may authorize a teacher to teach a class for another teacher during the teacher's preparation period, for which the teacher shall receive the Teacher's hourly rate

(\$40). Administration shall make every attempt to preserve teacher's preparation time in accordance with the schedule.

- C. The Building Principal may designate one (1) day of the week which may be used for meetings to consider topics related to the instructional program no later than the first full week of school. These meetings shall last no more than 100 minutes before or after student arrival or dismissal of which 90 minutes may be devoted to meeting time to be determined by building consensus. Each building will have no more than three (3) meetings per month. The Building Principal will develop the annual meeting schedule in cooperation with Teacher leaders from the school improvement, professional development, and technology committees. Sign-in and sign-out are required at all meetings.

Total annual meeting hours will not exceed 18.5 hours. Five of these meeting hours will be scheduled during late start time for the purpose of school improvement work focused on student achievement. Meetings on orientation days and approximately 2.5 hours of annual compliance training requirements (such as but not limited to blood borne pathogens, seclusion and restraint, copyright, etc.) are not considered part of the 18.5 hours of meeting time.

1. Emergency meetings may be called by the Building Principal at any time. Attendance by teachers shall be required during the regular work day and be optional before and after working hours.
2. The day of the week on which meetings will be held shall not be changed except at semester break.
3. Full steps will be provided to part time teachers and consequently, part time teachers will be required to attend all district PD hours/meetings.

- D. The limit of students to secondary classroom Teachers in any school building shall be no greater than thirty (30). In facilities designed for student laboratory experiences, reasonable efforts shall be made to limit the number of students to the number of available learning stations. Middle School Science classes with a laboratory experience will be maintained at a limit of twenty-six (26). High School Science classes with a laboratory experience will be maintained at a limit of twenty-eight (28). AP Literature and College Writing will be maintained at a limit of twenty-six (26).

In grade levels six-twelve (6-12), when a single section exceeds the limit of thirty (30), the Teacher shall be compensated at a rate of \$125 per student per year – excluding fine arts and PE classes. (Fine arts represents music, theatre.) The District also maintains the right to pursue the concept of a lecture class at the High School, which would be excluded as well.

In Young 5s, the class size shall not exceed twenty (20). In grades K-2, the class size shall not exceed twenty-five (25). In grade 3 the class size shall not exceed twenty-six (26), in grade 4 the class size shall not exceed twenty-seven (27), and in grade 5 the class size shall not exceed twenty-eight (28).

If class enrollment in any particular room exceeds the above-identified limits (Y5's 20:1, K-2 twenty-five (25), 3rd grade twenty-six (26), 4th grade twenty-seven (27) and 5th grade

twenty-eight (28), the District shall equalize District-wide, the placement of any additional students so that class sizes vary by no more than four (4) students in Y5s, five (5) students in grades K-3, and six (6) students in grades 4-5.

When the limit of ANY class exceeds the above agreed-upon class size limits (Y5s twenty (20), K-2 twenty-five (25), 3rd grade twenty-six (26), 4th grade twenty-seven (27) and 5th grade twenty-eight (28)), the Teacher shall be compensated at the rate of \$750 per student per year.

When the number of students in all sections is at two (2) students above the cap, a new section will be created: (Y 5's twenty-two (22), K-2 twenty-seven (27), 3rd grade twenty-eight (28), 4th grade twenty-nine (29) and 5th grade thirty (30)).

This compensation shall be prorated on a twice a year quarterly basis, depending upon when the student was added during the course of a school year.

Teachers may choose how and when payment will be made (i.e., at the semester or at the end of the school year) forms are available on the Skyward Employee Access.

- E. All student counts, enrollments, and limits mentioned above or elsewhere in this Agreement are computed as of the Fall count established for State school aid purposes.
- F. Teachers shall not regularly be required to assume responsibility for safety patrol or supervision of students beyond instruction time, except as described in paragraph B.1.2. and 3. of this Article, office or clerical duties, or similar non-teaching responsibilities.
- G. Except in emergency situations, Teachers are not expected to perform medical and medically-related procedures for students on a regular basis unless that Teacher has agreed to do so and has been trained to perform such procedures.
- H. Teachers may requisition materials necessary to fulfill their teaching responsibilities. If any item of requisition is refused or subjected to an extended delay, every reasonable effort shall be made to consult with the Teacher before deletion of that item.
- I. The Board recognizes that appropriate texts, supplies, reference materials, audio-visual equipment, and similar items are necessary for competent instruction, and agrees to keep schools reasonably and properly equipped and maintained.
- J. The Board agrees to provide a work station for each Teacher that is safe from undue hazard and/or discomfort to the Teacher's health, safety, or well-being.
- K. In each school building the Board shall provide restroom and lavatory facilities exclusively for Teacher use. The entire campus, including parking lots, shall be designated as a tobacco-free environment.
- L. The Board agrees that any Teacher should enjoy the same degree of privacy in the teacher's personal life as is enjoyed by other citizens of the community.

M. High School Counselors and Middle School Counselors are required to work up to a total of ten (10) days before or after the regular school year and be paid at their hourly rate. Counselors will work with the building principal to determine the allocation of the ten (10) work days before and after the school year. When determined to be necessary by the Principals, Counselors may be requested to work beyond those dates and be paid at their hourly rate.

ARTICLE 7
Vacancies, Transfers, Job Assignments, and Promotions

- A. Only Teachers who hold a minimum of a Baccalaureate degree and who are eligible for certification by the State Board of Education and meet the applicable State certification and licensure requirements shall be employed by the Board, except as otherwise provided by law.
- B. A vacancy in a teaching position shall exist whenever the Board determines that a teaching position is unoccupied and there is no incumbent employee who is Highly Qualified for the assignment. Vacancies may occur by the creation of a new position or by the resignation, retirement, transfer, leave of absence, death, or long-term illness of the Teacher holding the assignment.
- C. Any Teacher who serves in a supervisory or executive position within the District and who later returns to Teacher status shall be entitled to retain such rights as he or she may have had under this Agreement before such supervisory or executive status.
- D. Bargaining unit employees whose employment is not regulated by the Teachers' Tenure Act (including, but not limited to counselors, social workers, psychologists, speech pathologists, physical therapists, occupational therapists) are subject to transfer, assignment, and promotion in accordance with this Agreement.

ARTICLE 8
Leave Policies

A. PAID LEAVE

1. Family Illness Days (Sick Leave)

- a) Each Teacher shall be allotted twelve (12) paid sick leave days each full contract year. If entering mid-year, the 12 days are prorated accordingly. A Teacher with fifteen (15) or more years of seniority in the District, who exhausts his/her accumulated and extended leave days, shall be granted re-accumulation of leave days on a pro-rata basis of seventeen (17) days per year to a maximum of ninety (90) days.
- b) New allocations of sick leave are allotted on July 1 each year for use beginning the first day the teacher reports for duty in the upcoming school year.
- c) Teachers who are employed on a part-time basis shall be allotted the same number of days, with a “day” being equal to their current contract FTE. (Example: Teacher works a .40 FTE, they receive 12 days at .40/day. Their “day” is considered a .40).
- d) Unused sick days rollover each year and Teachers may accumulate a maximum of one hundred (100) days.
- e) Paid Family Illness/Sick leave may be used for personal illness or family illness. Sick leave may be used for mental or physical illness, injury or health condition, medical diagnosis, care, treatment, or preventative medical care. Leave may be used for all of the aforementioned reasons of the employee, employee’s spouse, parent, child, grandparent, grandchild, or sibling. Child is defined as biological, adopted, foster, step, legal ward, or a child whom an employee stands in loco parentis. Parent is defined as a biological, foster, step, adoptive, or legal guardian. Sibling is defined as biological, foster, step, or adoptive.
- f) Sick leave usage eligibility shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery to the total of accumulated days. (These days may fall under FMLA and any paid sick leave must be used concurrently with FMLA until exhausted or FMLA leave concludes. (*See Item J within this Article*))
- g) A Teacher’s absence for personal or family illness on any assigned day shall be designated as such and deducted from their sick leave balance. Any absence taken and not specifically designated as paid sick leave shall be without pay. A pro-rata portion of the Teacher’s contracted Schedule A per-diem shall be deducted from pay accordingly.
- h) A partial day’s absence for less than a half day shall be counted as a half day’s absence. An absence which is more than a half day, but less than a full day, shall be charged as a full day. An absence for less than one (1) hour need not be counted, if approved by the Building Principal.

- i) Notification of Absence - Teachers shall submit an absence on-line using Skyward Employee Access and Red Rover the evening before the expected day of absence, or by 6:30 a.m. on the day of absence. Each building will determine its own policy for a late call-in (in the event of an emergency).
- j) When a Teacher has exhausted all accumulated sick leave, the Board may require certification by a physician depending on the individual circumstances and/or related leave. Any time off due to illness in excess of the allotted and accumulated sick days then in effect shall not be compensated. *(Refer to Article 5: Insurance, for other benefits that may apply)*

2. Discretionary Leave (Personal Days)

- a) Each Teacher shall be granted three (3) days of discretionary/personal leave per year. If entering mid-year, the 3 days are prorated accordingly. These days may be used at the discretion of the Teacher as provided in number 4.
- b) Teachers who are employed on a part-time basis shall be allotted the same number of days, with a “day” being equal to their current contract FTE. Example: Teacher works a .40 FTE, they receive 3 days at .40/day. Their “day” is considered a .40.
- c) Discretionary leave days are allotted on July 1 of each year for use beginning the first day the teacher reports the next school year. Discretionary days do not accumulate.
- d) The number of Teachers absent on Discretionary Leave from any one school on any one (1) day shall be limited to one (1) in an elementary school building, two (2) in a middle school building, and three (3) in the senior high school building; provided, in cases of unavoidable conflict, the Building Principal shall request and the Superintendent may grant exceptions.
- e) Approval for requested leave shall be awarded in order by the submission of request date.
- f) Requests for usage of Discretionary Leave shall be made in advance when possible via Skyward Employee Access for approval by Building Principal.
- g) Approval or denial of all Discretionary Leave requests shall be provided to the Teacher within three (3) work days after being received by the Supervisor, Principal, or Superintendent, as applicable. If no response is made within the time limits, the Teacher may consider the leave request to be approved.
- h) Denial of any leave request shall specify the reason for such denial and shall be indicated in the notes section of the absence request in Skyward Employee Access. For a request to be approved, the request must be submitted in the Skyward Employee Access system.
- i) Discretionary leave days may be used periodically or consecutively, as circumstances may require. No individual shall be permitted to borrow from future leave days, should the Teacher’s current year leave be exhausted.

- j) For any other leave requiring permission or advance notice the request shall be made in writing to the Superintendent through the Supervisor or Building Principal.

3. Attendance Incentive

- a) Any Teacher who uses three (3) or less paid leave days in the school year shall receive a \$300 payment from the District at the conclusion of the school year.
- b) Any Teacher who uses three (3) or less paid leave days in the school year and uses no paid leave in the months of April, May, and June, the teacher shall receive an additional \$200 payment from the District at the conclusion of the school year.

4. Workers' Compensation Leave

- a) Any Teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act shall receive from the Board the difference between the compensation allowance and his/her contracted salary. Any lump sum settlement by the Compensation Commission shall be in lieu of any further liability by the District.
- b) All Michigan Workers's Compensation laws and procedures will be followed. For current laws and other information please refer to:
<https://www.michigan.gov/leo/bureaus-agencies/wdca>

5. Bereavement Leave

- a) Upon the Teacher's request, five (5) days of Bereavement Leave time shall be granted for each death in the immediate family. Immediate family is defined as an employee's spouse, significant other, son, daughter, father, mother, person standing in parental stead, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, aunt/uncle, or any dependent living within the immediate household, as defined by the Internal Revenue Code, as amended. Additional days may be requested if the circumstances warrant. Any additional days granted will be deducted from Teacher leave time.
- b) Upon the Teacher's request, up to three (3) days leave shall be granted to permit that Teacher to attend the funeral of relatives who are not members of the Teacher's immediate family (as defined above), or other persons whose relationship to the Teacher may warrant that Teacher's attendance.

6. Jury Duty or Court Appearance

If a Teacher is absent because of jury duty or any other appearance in court, provided such appearance is connected with or arises out of his/her position as a Teacher in this District, the Teacher shall lose neither salary nor leave time. Any compensation received for such appearance, however, shall be given to the Board or the Teacher will suffer loss of salary for all time absent from his/her teaching duties. Upon completion of such duty, please provide a copy of the letter/check showing funds received to payroll for deduction. The deduction will only be for duty payment received, not mileage. The Board reserves the right to ask proper judicial authority to excuse a

Teacher from jury duty when that Teacher's absence may cause hardship to the District.

7. Professional Leave (*previously Administrative and Conference*)

Any Teacher who is officially designated or approved by the school administration to attend a meeting, workshop, conference, in-service program, or other school business will utilize Professional Leave for such absence. Leave of this type should be recorded in Skyward Employee Access with appropriate reason selected under the Professional Leave absence type.

8. Professional Visitation Days

Days may be allowed for inter-school or intra-school visiting and observation of teaching methods. Teachers are encouraged to make use of these days.

9. Commission or Board Leave Days

Teachers who are officers or Board Members of the MEA shall, upon advance application, be granted leave. The Association shall compensate the District for the Substitute Teachers required, as well as reimburse the District for those sums paid to the Retirement Board for the employee on Association release time.

10. Maternity/Adoption/Parental Leave of Absence

A leave of absence shall be granted to any employee for reasons of maternity, adoption, or parental/child bonding. Said leave shall commence on the date the known FMLA qualifying event occurs. Any Teacher utilizing leave for these reasons falls under the Family Medical Leave Act. (*See the Unpaid Leave Section, Item F: Family Medical and Leave Act for District policies.*) View current Federal guidelines and criteria for FMLA on the Department of Labor website:

<https://www.dol.gov/agencies/whd/fmla>

A teacher who desires to begin their leave of absence prior to an FMLA qualifying event may do so in accordance with paid or unpaid leave day sections of this article. If leave beyond FMLA is required refer to the paid or unpaid leave day sections of this article.

B. UNPAID LEAVE

1. Short Term Personal Leave

Upon submitting a written request in advance to the Building Principal and Superintendent, any Teacher shall be granted an unpaid leave for the number of contractual days specified in the request. No Teacher shall take more than ten (10) days of short-term unpaid personal leave per year. No such leave shall be granted for the purpose of extending any holiday or vacation period without the Superintendent's written approval. Unpaid days will be payroll docked by using the current contract per-diem.

2. Extended Personal/Leave of Absence

Upon written application, a Teacher may be granted a leave of absence of at least one (1) but not more than two (2) semesters. If such leave is granted by the Board, the Board shall return the Teacher to a position for which the Teacher is qualified and certificated if such position is available or can be made available legally.

3. Political Activity Leave

The Board shall grant a leave to any Teacher to campaign for, or serve in, a public office. This leave shall not exceed one (1) year. A second year may be granted at the Board's discretion.

4. Professional Service Programs

A leave of absence may be granted to any Teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps or Job Corps, as a full-time participant in such programs, or a cultural travel or work program related to the Teacher's professional responsibilities. Upon return from such leave, a Teacher shall be placed on the same step of the salary schedule as he/she would have been had the Teacher taught in the District during such period; provided, a Teacher shall submit written evidence that the intent of the leave as requested was fulfilled. This Leave shall not exceed one (1) year. A second year may be granted at the Board's discretion.

5. Michigan Education Association Related Leave

Teachers who are appointed to the staff of the MEA may be given a leave. This leave shall not exceed one (1) year. A second year may be granted at the Board's discretion.

6. Family Medical Leave Act

- a) Each Teacher shall be covered under the Family and Medical Leave Act (FMLA) which entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Please see current guidelines and eligibility requirements at:
<https://www.dol.gov/agencies/whd/fmla>
- b) The Board uses a "rolling calendar" to calculate FMLA. A rolling 12-month period is measured backward from the date an employee uses FMLA leave (each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the immediately preceding 12 months)
- c) If available a Teacher must use accrued paid leave concurrently with the FMLA leave.
- d) If the Teacher exhausts all paid leave those days will be unpaid with the exception of those covered under item 5.

- e) For those Teachers within 7 years of their hire date, the Board provides a short-term disability policy benefit that can be used once accumulated leave is exhausted if the Teacher qualifies for such policy guidelines.

7. Sabbatical Leave

Any Teacher who has been employed by the Board for seven (7) consecutive years may apply for and may be granted, a sabbatical leave of up to two (2) semesters, upon showing a planned study program to be pursued by such Teacher during such leave.

- a) Sabbatical leave shall be granted to no more than three (3) employees in the total staff in any one (1) year.
- b) If a Teacher requests a sabbatical leave and this request is denied, the Board shall provide to the Teacher, in writing, the reasons for such denial.
- c) Teachers on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave if allowed by the rules and regulations of the Office of Retirement Services.
- d) Each sabbatical leave applicant shall sign an agreement to return to service with the District immediately upon termination of sabbatical leave.
- e) A Teacher returning from sabbatical leave shall submit to the Board an appropriate report of the program of study.
- f) Experience credit and seniority shall be granted for the term of sabbatical leave, provided the intent of the Sabbatical has been fulfilled and reported according to section 8 above.
- g) Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
- h) A Teacher upon return from a sabbatical leave shall be returned to a position for which the Teacher is certified and qualified, if such a position is available.

8. Notification of Return from Absence

All Teachers on any leave of absence shall communicate to the Superintendent his/her intent to return to work the following semester no later than March 1 for the first semester and November 1 for the second semester. Failure to notify by March 1 or November 1 will result in the Teacher's discharge at the end of the leave period.

9. All Other

Leaves of absence without pay for purposes other than those specifically mentioned within this Article may be granted at the Board's discretion.

ARTICLE 9
Protection of Teachers

- A. The Board recognizes its responsibility to give reasonable support and assistance to Teachers for the maintenance of control and discipline in the classroom. Each Teacher, however, bears the primary responsibility for maintaining proper control and discipline in the classroom.
- B. As permitted by Section 1309 of the Revised School Code, a Teacher may temporarily exclude a student from one (1) class when the nature of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the Teacher will furnish the Principal with written particulars of the incident as promptly as teaching obligations allow. Upon request of the Principal, the Teacher shall notify the student's parent of the nature of the offense. If the Principal determines the need for a meeting with the student's parent, the Teacher shall attend that meeting.
- C. The Teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just.
- D. Any assault or threatened assault upon a Teacher, resulting from his/her position as a Teacher, shall be promptly reported to the Building Principal by the Teacher or representative. The Board shall provide legal counsel, if requested in writing by the Teacher, to advise the Teacher of the Teacher's rights and obligations as to such assault. The Board will provide reasonable assistance to the Teacher in working with law enforcement and judicial authorities, unless such counsel and assistance are provided through the Association.
- E. If a Teacher is complained against or sued as a result of any reasonable action as defined by a court of law and taken by the Teacher while in the scope of his/her employment with the District, the Board shall provide legal counsel and render all reasonable assistance, as appropriate, to the Teacher in his/her defense when requested in writing by the Teacher. This section shall only require the provision of legal counsel and shall not be interpreted to interfere with the Board's right to exercise supervision and control, including discharge of the Teacher. If a final decision issued by a court or administrative agency indicates the Teacher's liability for this action, all costs of assistance rendered by the District to the Teacher pursuant to this paragraph and not covered by the District's insurance carrier, shall be reimbursed by the Teacher.
- F. Except for disciplinary suspension or discharge, or for incarceration, any work time lost by a Teacher in connection with an incident identified in Article 9.D, not compensable under Workers' Compensation, shall not be charged against the Teacher, unless the Teacher is adjudged liable by an agency or court of competent jurisdiction. When Workers' Compensation is paid, the Board shall pay the difference between that sum and the Teacher's regular salary, but not to exceed the current year's contract. No deduction of leave shall be made under these circumstances.
- G. In case of an assault by a student(s) on a Teacher acting in the line of duty, or other action taken by or against a Teacher in the line of duty, causing damage to the Teacher's personal property,

including clothing, the Board shall make an equitable financial settlement for such loss with the Teacher involved.

H. Any complaint directed toward a Teacher shall be promptly called to the Teacher's attention unless otherwise prohibited by law. This requirement shall not prevent the Supervisor from screening out petty gripes.

I. Teachers shall be expected to exercise reasonable care as to the safety of students and property.

ARTICLE 10
Discipline and Discharge

A. Discipline Less Than Discharge

1. Any employee who is not covered by the Teachers' Tenure Act shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse performance evaluation asserted by the Board or its representative may be subject to the Agreement's Grievance Procedure.

Any employee who is not covered by the Teachers' Tenure Act shall be not disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse performance evaluation asserted by the Board or its representative may be subject to the Agreement's Grievance Procedure.

2. The Teacher may submit written comments regarding any material in the Teacher's personnel file, and the same shall be attached to the file copy of the material in question.
3. If a Teacher is asked to sign any material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the material and content.
4. A Teacher may have placed in his/her personnel file any reports, documents, or data deemed pertinent by the Teacher.
5. A Teacher has the right to review his/her personnel file. An Association representative of the Teacher's choosing may accompany the Teacher in such review, which shall be made in the presence of the Superintendent or designee; and such reviews shall be by appointment only.

B. Discharge

1. Discharge or nonrenewal of a teacher covered by the Teachers' Tenure Act shall not be subject to the Grievance Procedure contained in this Agreement.

ARTICLE 11
Negotiation Procedures

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

ARTICLE 12
Grievance Procedure

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

D. The Board designates as its representatives for the purpose of contract administration and the processing of all Grievances the following:

1. The Building Principal in each building for Steps One and Two.
2. The Superintendent for Step Three.

E. All reference to days in this Article shall mean teacher work days, excluding all Saturdays, Sundays, legal holidays, and other days when school is not in session during the school year. If a grievance is in process or extends into the summer vacation period (beginning the day after the last teacher work day of the school year and ending the day before the first teacher work day of the following school year), the countable days shall be Monday through Friday.

F. A Teacher shall have thirty (30) working days after the occurrence of any action or activity, or thirty (30) working days after it was known or should have been known that an activity or action may have violated this Agreement to initiate a Grievance.

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

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

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

Step Four - Presentation to the Board - If the Grievance is not settled in Step Three within five (5) working days, the Association may present the Grievance to the Board of Education through the Secretary of the Board. Within fifteen (15) working days from the receipt of the Grievance, the Board shall meet to consider the Grievance. The Grievance shall then, within ten (10) working days, come before the Board and the Association Grievance Committee. After

discussion of the Grievance in the Grievance Meeting, the Board shall present its final answer in writing to the Association no later than ten (10) working days after the Grievance Meeting.

Step Five - Arbitration - If the Grievance is not resolved in Step Four of the Grievance Procedure, the Association may submit the Grievance to Arbitration. Such submission shall be made by filing a written Demand for Arbitration with the American Arbitration Association (AAA) within twenty (20) working days following the Association's receipt of the Board's response in Step Four. The Demand for Arbitration shall include a statement of the issues to be arbitrated and references to the specific article(s) and section(s) of the Agreement that are allegedly violated.

- (a) After a written Demand for Arbitration is filed with AAA, the Arbitrator shall be selected by AAA in accordance with its rules, which shall likewise govern the arbitration proceedings.
- (b) Either party may submit a written brief to the Arbitrator before the hearing, provided that all pre-hearing briefs must be filed and served on the opposing party at least twenty-four (24) hours before the time set for the hearing. In no case shall either party be permitted to assert or rely upon any ground or evidence not previously disclosed to the other party. The submission of post-hearing briefs, if any, will be addressed by the Arbitrator at the close of the hearing.
- (c) Arbitration shall not result in any addition to, or deletion from, this Agreement, or in any change in the established wage schedules as contained herein. The Arbitrator shall:
 - 1) Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) Have no power to establish salary scales or to change any salary.
 - 3) Have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, so long as such practice, policy, or rule does not violate the terms of this Agreement.
 - 4) Have no power to interpret state or federal law.
 - 5) Not hear any Grievance previously barred from the scope of the Grievance Procedure.
 - 6) Not consider more than one (1) Grievance at the same time, except upon expressed written mutual consent and then only if the Grievances are of similar nature.
 - 7) Have no power to decide procedural questions for discharge under the Michigan Teachers' Tenure Act, as amended.

8) Have no power to decide substantive questions for matters which are a prohibited or illegal bargaining subject.

9) Comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

(d) No Grievance shall be subject to Arbitration more than one (1) time while this Agreement is in effect.

(e) If the Teacher is found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the Teacher.

(f) The Arbitrator's decision is final and binding on both Parties. Both Parties agree to stipulate to the Arbitrator that a decision in writing must be executed within twenty (20) working days after the last Arbitration meeting and copies of such decision will be sent to both Parties.

(g) The costs of any Arbitration cases heard during the term of this Agreement shall be paid for by the Board, if the Grievance is upheld, or by the Association, if the Grievance is denied. The cost of any stenographic record made and any transcript thereof shall be paid for by the Party requesting the same.

G. Any Grievance which is not processed by the Board within the time limits specified shall automatically advance to the next step of the Grievance Procedure; provided, however, that this provision, shall be construed to automatically refer a Grievance to arbitration. Should the Grievance reach the Fourth Step without being properly processed in the preceding steps, the Association and the Board shall make every effort to settle the Grievance before it is submitted to Arbitration.

H. Any of the time limits specified may be extended by written mutual agreement between the Board and the Association Representatives involved in that step.

I. All Parties who possess adverse claims that will be affected by the outcome of a specific Grievance Procedure shall submit their cases simultaneously in one (1) proceeding.

ARTICLE 13
Informal Conferences

- A. The Superintendent and such other Board representatives as the Board or the Superintendent may designate will meet informally, upon request of either Party in writing, on such days and at such times as may be mutually agreed upon with representatives of the Association for the purpose of discussing problems of mutual concern.

- B. These informal discussions shall simply involve mutual exchange of suggestions and ideas and shall in no sense be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association to gain insights and better understanding between the Parties and to promote closer cooperation in all relationships concerning this Agreement.

ARTICLE 14
Student Teaching Program Assistance

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

ARTICLE 15
School Calendar

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

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

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

2. If any make-up days are needed due to school closing, these make-up days will be scheduled by the Board.
3. This Agreement may be modified through reconvening the Calendar Committee if necessary to meet the Department of Education's professional development hours.

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

4. Elementary parent-teacher conferences will be flexibly scheduled by the Teacher during a designated three (3) week conference window at the conclusion of the first and second marking periods.

Fall conferences shall be scheduled for all students in each elementary school (Young 5s-5) section. Spring conferences shall be scheduled for those students in a class who are not making adequate progress or who need substantial support (academically, socially, or emotionally). This standard includes those students performing in the bottom 30% of the grade level, those at risk of not achieving grade level essential standards, and those with active child study plans. Parents may also request teacher conferences.

The scheduled parent-teacher conferences shall be conducted in person, whenever possible. If the parent is not able to meet with the Teacher in person, the Teacher may conduct the conference using available technology.

The Teacher shall provide to the Building Principal documentation of conference attendance.

Conference conversion days shall be scheduled during each conference window equivalent to two (2) full days for fall conferences and equivalent to one (1) full day for spring conferences.

5. Six (6) half (1/2) days (three (3) at the end of each semester) shall be used for High School exam days. All students in session shall take exams. Four (4) half-days, or equivalent (2 each semester), may be scheduled for conferences with parents.
6. Each Teacher shall receive four half-days of compensatory time for the additional daily average instructional time compared to the high school. These days shall be provided to MS teachers two afternoons of semester and final exam weeks as determined by the negotiated calendar.

At the Middle School, four (4) half (1/2) days, or equivalent (2 each semester), may be scheduled for conferences with parents. An evaluation after each semester's parent/teacher conference will be conducted by the building staff to determine if parent/teacher conferences should continue at that building level.

7. The last day of school for all students shall be a half (1/2) day.
8. No school shall be held on the following days:

Labor Day
Thanksgiving and the day after
Christmas, New Year's, and the days between
Memorial Day

- B. The standard work week will be reduced whenever school is closed for emergency reasons. Teachers will not be required to come to school or remain at school whenever an official announcement is made that school is to be closed to students for emergency reasons unless a single building is closed and enough students are in attendance District-wide to satisfy pupil accounting standards for an official count day.
- C. Teacher attendance on teacher record days is optional provided that all professional duties related to the end of the semester are completed by the assigned deadline; though, shall be available by phone.

ARTICLE 16
Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts in effect or concluded during the term of this Agreement.
- B. This Agreement shall be posted on the District's website.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- D. Upon written request, each Teacher shall be issued two (2) complimentary general admission passes for all High School athletic events. These complimentary passes shall be used solely by the Teacher and his/her guest. In lieu of complimentary general admission passes, if he/she prefers, each Teacher may purchase two (2) reserved seat season passes for High School varsity basketball and/or football games at half the established price.
- E. Activities listed in Schedules B, C, and D and other appointed assignments (other than regular teaching duties) shall not be subject to tenure in position.
- F. Teachers who travel daily as part of their schedule would receive \$1,000 per year and no longer receive or have to track mileage. Teachers traveling less than every day would be prorated accordingly.
- G. If a Teacher is required to use his/her personal vehicle in the course of employment, outside of teaching responsibilities, with the District, the Teacher will be reimbursed at the standard mileage rate in accordance with IRS guidelines.
- H. An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this Agreement as provided by law.

ARTICLE 17

Mentors

- A. For the first three (3) years of employment in classroom teaching, a Teacher shall be assigned by the school in which he/she teaches to one (1) or more master teachers, or college professors, or retired master teachers who shall act as a mentor or to the Teacher. Bargaining unit employees shall be considered for such assignments. Any bargaining unit employee so selected may decline. Mentors shall assist the probationary employee to achieve the goals of the probationer's individual development plan. In this case, the mentor teacher shall be paid as follows:

3% of BA Base – year 1

2% of BA Base – year 2

1% of BA Base – year 3

Any Teacher new to St. Joseph with more than three (3) years of total teaching experience will be assigned a mentor teacher for up to one (1) year. In this case, the mentor teacher shall be paid 1.5% of BA Base for the one (1) year of mentoring.

- B. If a bargaining unit employee is appointed as a mentor, the following provisions shall apply:

1. Bargaining unit mentors shall participate only in the supervision of the probationer.
2. Where possible, the bargaining unit mentor and probationer shall be assigned common preparation time.
3. Bargaining unit mentors shall not be permitted to testify in any grievance hearing or administrative hearing involving the probationer which concerns any aspect of the mentoring relationship or the probationer's individual development plan.
4. Matters pertaining to service as a mentor shall not be included in the mentor's classroom teaching evaluation.
5. Mentor teachers will fulfill all the requirements of mentorship.

ARTICLE 18
Site-Based Committee

The Board shall ensure that decisions made at the school building level are made using site-based decision making that includes participation of Teachers, School Administrators, parents, students and others in the school community. The Board shall appoint a Site-Based Committee for each school building. Committee decisions shall be implemented by the Board so long as those decisions do not exceed the budgetary limits established by the Board, and so long as those decisions do not affect the operation of the District as a whole, the operations of other buildings within the District, the decisions of other Site-Based Committees, the decisions or recommendations of Curriculum Committees or School Improvement Committees and so long as they do not violate this Agreement, Board policy, or the law.

ARTICLE 19
Duration

All Articles of this Agreement shall be effective after ratification by both parties and shall continue in effect until August 31, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized Representatives, after ratification by the Association on June 27, 2022.

BERRIEN COUNTY EDUCATION
ASSOCIATION, MEA/NEA

ST. JOSEPH PUBLIC SCHOOLS

BY John Bardon
ST. JOSEPH REPRESENTATIVE

BY BARRY CONYBEARE
BARRY CONYBEARE, PRESIDENT

BY _____
ST. JOSEPH REPRESENTATIVE

BY Amy Marohn
AMY MAROHN, SECRETARY

SCHEDULE A
Teacher Salary Schedule

2022-2023			2023-2024		
<u>Step</u>	<u>BA Salary</u>	<u>MA Salary</u>	<u>Step</u>	<u>BA Salary</u>	<u>MA Salary</u>
1	41,696	47,276	1	42,530	48,222
2	43,046	48,926	2	43,880	49,872
3	44,396	50,576	3	45,230	51,522
4	45,746	52,226	4	46,580	53,172
5	47,096	53,876	5	47,930	54,822
6	48,446	55,526	6	49,280	56,472
7	49,796	57,176	7	50,630	58,122
8	51,146	58,826	8	51,980	59,772
9	52,496	60,476	9	53,330	61,422
10	53,846	62,126	10	54,680	63,072
11	55,196	63,776	11	56,030	64,722
12	56,546	65,426	12	57,380	66,372
13	57,896	67,076	13	58,730	68,022
14	59,246	68,726	14	60,080	69,672
15	60,596	70,376	15	61,430	71,322
16	61,946	72,026	16	62,780	72,972
17	63,296	73,676	17	64,130	74,622
18	64,646	75,326	18	65,480	76,272
19	65,996	76,976	19	66,830	77,922
20	67,346	78,626	20	68,180	79,572
21	68,696	80,276	21	69,530	81,222
22	70,046	81,926	22	70,880	82,872
23	71,396	83,576	23	72,230	84,522

- **Compensation Change:** This schedule represents a new scale salary for 2022-2023 and a 2% increase to the base salary in 2023-2024.
- **Third Year Wage Reopener:** There is a wage opener for the third contract year for 2024-2025
- **Steps:** The step increase at every step is \$1,350 for BA and \$1,650 MA.
- **Longevity:**
 - **2022-2023:** For teachers at C20 (21-22) and move to MA23 (22-23), there is an additional lump sum payment of \$800.
 - **2023-2024:** For teachers who are at MA23 (22-23) and remain on MA23 (23-24), there is an additional lump sum payment of \$1,550.
- **Doctorate:** Any teacher with a Ph.D. will receive \$1,000 if effective and \$1,500 if highly effective annually.

SCHEDULE B
Clubs/Extracurriculars

Compensation for the current year is based on a formula calculation completed in the prior year based on number of students + 2x number of hours involved. Category is assigned based on that calculation:

Category 1:	Up to and including 99	\$515
Category 2:	100 to 199	\$775
Category 3:	200 to 499	\$1,030
Category 4:	500 and over	\$1,545

In the fall of each year, Schedule B forms will be distributed from the business office to principals. These forms will include the club name, building and pay rate. Principals will give them to and collect them from club leaders and will return them to the business office.

Each year in May, evaluation sheets from each club will be collected. These will be reviewed by the CFO and an individual assigned by the SJEA to determine a score category for the next school year.

To establish a new club, the club must be operated for one school year without compensation. Then to be considered for Schedule B, an evaluation/proposal form would be collected in May. The CFO and the SJEA representative will make a determination for the club for the following school year.

A list of current clubs can be requested from the business office.

In addition to the categories above, there are clubs that receive a different stipend and are detailed here:

Marching Band	\$5,100
Symphony Orchestra	\$3,060
Choral Music Director	\$2,540
Musical Director	\$2,540
Wind-Up Newspaper	\$1,520

SCHEDULE C
Coaching

Compensation for the current year is based on a formula calculation using the athletic basic schedule below:

ATHLETIC BASIC SCHEDULE

<u>Experience Year</u>	<u>Amounts Used with Calculations</u>
1 year	\$6,179
2 years	\$6,641
3 years	\$7,082
4 years	\$7,533
5 years	\$7,984
6 years	\$8,383
7 years	\$8,803
8 years	\$9,246

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

Building	Sport	Position	% of Athletic Basic Schedule
SJ High School	Baseball	Head Coach	63%
SJ High School	Baseball	Assistant Coach	44%
SJ High School	Basketball	Head Coach	100%
SJ High School	Basketball	Assistant Coach	70%
SJ High School	Basketball	9 th Grade Coach	55%
SJ High School	Competitive Cheer	Head Coach	50%
SJ High School	Cross Country	Head Coach	50%
SJ High School	Cross Country	Assistant Coach	35%
SJ High School	Football	Head Coach	100%
SJ High School	Football	Assistant Coach	70%
SJ High School	Football	9 th Grade Coach	55%
SJ High School	Golf	Head Coach	50%
SJ High School	Golf	Assistant Coach	35%
SJ High School	Soccer	Head Coach	50%
SJ High School	Soccer	Assistant Coach	35%
SJ High School	Softball	Head Coach	63%
SJ High School	Softball	Assistant Coach	44%
SJ High School	Swimming	Head Coach	75%
SJ High School	Swimming	Assistant Coach	53%
SJ High School	Swimming	Diving Coach	35%
SJ High School	Tennis	Head Coach	50%
SJ High School	Tennis	Assistant Coach	35%
SJ High School	Track	Head Coach	63%
SJ High School	Track	Assistant Coach	44%
SJ High School	Track	9 th Grade Coach	35%
SJ High School	Volleyball	Head Coach	75%
SJ High School	Volleyball	Assistant Coach	53%
SJ High School	Volleyball	9 th Grade Coach	35%
SJ High School	Wrestling	Head Coach	75%
SJ High School	Wrestling	Assistant Coach	53%

Note: In a year where additional teams are established beyond this schedule, any additional coach stipends will be determined contingent upon the district's current economics and by agreement between SJ High School Athletic Director, representative of SJEA and CFO.

Building	Sport	Position	% of Athletic Basic Schedule
Upton Middle School	Basketball	7 th Grade	35%
Upton Middle School	Basketball	8 th Grade	35%
Upton Middle School	Basketball	Asst B 7 th /8 th Grade	35%
Upton Middle School	Basketball	8 th Grade	35%
Upton Middle School	Sideline Cheer	Head Coach	10%
Upton Middle School	Competitive Cheer	Head Coach	28%
Upton Middle School	Cross County	7 th / 8 th Grade	28%
Upton Middle School	Football	7 th Grade Head Coach	35%
Upton Middle School	Football	7 th Grade Asst Coach	35%
Upton Middle School	Football	8 th Grade Head Coach	35%
Upton Middle School	Football	8 th Grade Asst Coach	35%
Upton Middle School	Track	7 th Grade	28%
Upton Middle School	Track	8 th Grade	28%
Upton Middle School	Volleyball	Head Coach	35%
Upton Middle School	Wrestling	Head Coach	35%

Note: In a year where additional teams are established beyond this schedule or additional students are participating, any additional coach stipends will be determined contingent upon the district's current economics and by agreement between SJ High School Athletic Director, Upton Athletic Director, representative of SJEA and CFO.

NOTES TO SCHEDULE C

1. Coaches' responsibilities include pre-season and post-season conditioning programs, as outlined in the Position Description prepared by the Athletic Director.
2. All appointments to coaching positions are made annually by the Superintendent, upon recommendation from the respective Building Principal, or from the Athletic Director/Athletic Coordinator, if so designated by the Principal.
3. The payroll for athletic coaches shall be bi-weekly with the regular school payroll beginning two (2) weeks before the first athletic contest. One (1) month advance notice must be given to the Athletic Director/Athletic Coordinator to exercise Option B.
 - A. Bi-weekly as earned.
 - B. Installments beginning at the start of the respective season and continuing through the existing payment schedule.

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

4. If a coaching position is assigned to two (2) or more persons, the stipend percentage shall be divided between them according to the Schedule C Salary Index.

5. No Teacher shall assume tenure in any coaching position to which the Teacher has been appointed.
6. A coach coming into the District shall transfer in years of experience credit in that respective sport and to a maximum of eight (8) steps, according to the Salary Index. Also, a Head Coach will be granted a minimum of \$100 more than the highest paid assistant regardless of other provisions of this Schedule.
7. A coach moving up in the system shall be granted years of experience in the respective sport to a maximum of eight (8) steps.
8. In the event of a conflict, coaches must request and receive permission of their Building Principal to be excused from meetings or parent conferences held after school hours.
9. Any Head Coach, who is not to be reappointed for the succeeding school year, shall be notified by the Board or its Agent not later than June 30 of the current school year.
10. Any positions listed in Schedule C which are discontinued by the Board shall not be filled on a voluntary basis by persons not included in the bargaining unit.

SCHEDULE D
Core Department Leadership and Grade Level Leadership Positions

Core Content Pay Scale: \$1100 per year

MATH

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

SCIENCE

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

ENGLISH/LANGUAGE ARTS

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

SOCIAL STUDIES

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

KINDERGARTEN

Grade Level Chairperson	Responsible for District Kindergarten
-------------------------	---------------------------------------

FIRST GRADE

Grade Level Chairperson	Responsible for District 1 st Grade
-------------------------	--

SECOND GRADE

Grade Level Chairperson	Responsible for District 2 nd Grade
-------------------------	--

THIRD GRADE

Grade Level Chairperson	Responsible for District 3 rd Grade
-------------------------	--

FOURTH GRADE

Grade Level Chairperson	Responsible for District 4 th Grade
-------------------------	--

FIFTH GRADE

Grade Level Chairperson	Responsible for District 5 th Grade
-------------------------	--

Non-Core Department Leadership Positions

Non-Core Content Pay Scale: \$800 per year

INDUSTRIAL TECH

Department Chairperson
Will work with assigned CTE Director

Responsible for Grades 6-12

FAMILY CONSUMER SCIENCE

Department Chairperson

Responsible for Grades 6-12

LIBRARY/MEDIA CENTER

Department Chairperson

Responsible for Grades K-12

PERFORMING ARTS

Department Chairperson

Responsible for Grades K-12

PHYSICAL EDUCATION/HEALTH

Department Chairperson

Responsible for Grades K-12

REPRODUCTIVE HEALTH COMMITTEE

Chairperson

Responsible for Grades K-12

VISUAL ARTS

Department Chairperson

Responsible for Grades K-12

WORLD LANGUAGE

Department Chairperson

Responsible for Grades 8-12

***SPECIAL EDUCATION**

Department Chairperson

Responsible for Grades K-12

***COUNSELING/SSW DEPARTMENT**

Department Chairperson

Responsible for Grades K-12

DISTRICT LEADERSHIP COMMITTEE

The District Leadership Committee (DLC) will be comprised of core-department chairs and grade level chairs, administrators, a Board of Education representative, and parents. Department and Grade Level Chairperson responsibilities of membership for this committee are compensated within the core-content department/grade level chair stipend. The DLC shall meet no more than monthly as needed from September - June and may meet as a whole committee or separately as elementary and secondary teams. The DLC will function as our District School Improvement Team and operate as a professional learning community.

*Includes DLC attendance.

CALENDAR
2022 -2023

August	25	Upton Start-Up Day
August	29	New Teacher Induction - Day One
August	29	9th Grade Orientation 6:30 p.m. - Building Tours/Social 7:30p.m. - High School
August	30	District Welcome Back & PD Day; Y5/K BTSN/Orientation (PD 5.0) 7:30 Breakfast; 9:30-11:30 & 12:15-3:15 PD; 11:30-12:15 Lunch 5:30-7:15 Y5/K BTSN/Orientation
August	31	Building Orientation & PD; Elementary Ice Cream Social (PD 5.0) EL 9:00-2:15 PD; 2:30-3:30 Staff Meeting Elementary Ice Cream Social 6:00-7:00 p.m. (1st-5th only) (PD 5.0) MS 8:00-1:15 PD; 1:30-2:30 Staff Meeting (PD 5.0) HS 8:00-1:15 PD; 1:30-2:30 Staff Meeting
September	1	New Teacher Induction - Day Two
September	2	Friday before Labor Day - Non Contract
September	5	Labor Day - No School
September	6	First Day of School Y5 - 12
September	12	Back to School Night - High School
September	13	Back to School Night - Middle School
September	19	Back to School Night - Elementary Grades 1st-5th only
October	5	Student Count Day
October	13	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
October	14	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
November	4	End of First Quarter - Secondary
November	7	Secondary Grades Due 4:00 p.m.
November	10	Parent-Teacher conferences: <i>Half-day Y5/K-12 - SEC Conf: 12:30-4:00 p.m. & 5:30-8:30 p.m.</i>
November	11	Parent-Teacher conferences: <i>Half-day Y5/K-12 - SEC Conf: Non Contract in P.M.</i>
November	18	Elementary Half-Day: <i>Y5/K-5 End of 1st Trimester; EL Virtual Records Day P.M.</i>
November	21	Elementary Grades Dues 4:00 p.m.
November	23	Thanksgiving Break - No School
November	24	Thanksgiving - No School
November	25	Thanksgiving Break - No School
December	23	First Day of Winter Break

January	9	School Resumes
January	16	MLK Day - No School Y5/K-12 (PD 5.0 - 8:00 a.m. - 1:15 p.m.)
January	23	End of 2nd Quarter
January	25	Semester Exams MS/HS: Half-days for Students 6-12 Full Day for Teachers
January	26	Semester Exams: Half-day for Students 6-12 MS: Non Contract Day in P.M. HS: Virtual Records Day in P.M.
January	27	Semester Exams: Half-day for Students 6-12/End of 1st Semester - Secondary MS: Non Contract Day in P.M. HS: Virtual Records Day in P.M.
January	30	Secondary Grades Due at 4:00 p.m.
February	8	Count Day
February	23	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
February	24	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
March	3	Elementary Half-Day: Y5/K-5 End of 2nd Trimester; EL Virtual Records Day P.M.
March	6	Elementary Grades Due 4:00 p.m.
March	17	No School - First Day of Spring Break
March	27	School Resumes
April	5	End of 3rd Quarter - Secondary
April	10	Secondary Grades Due 4:00 p.m.
May	29	Memorial Day - No School Y5/K-12
June	5	End of 4th Quarter
June	7	Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Contract Day PM Middle School: Contract Day PM High School: Contract Day PM
June	8	Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Contract PM Middle School: Non Contract PM High School: Contract Day PM
June	9	Last Day of School - Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Non Contract Day PM Middle School: Non Contract Day PM High School: Non Contract Day PM
June	9	End of 3rd Trimester Elementary/ End of 2nd Semester - Secondary
June	12	Virtual Teacher Record Day; Grades Due Y5/K-12 4:00 P.M.

All Wednesdays are Late Start Days except for the following Wednesdays:

September 7	January 25
November 23	March 22
December 28	April 12
January 4	June 7

2023 -2024

August	17	Upton Start-Up Day
August	21	New Teacher Induction - Day One
August	21	9th Grade Orientation 6:30 p.m, Building Tours/Social 7:30p.m. - High School
August	22	District PD Day; Y5/K BTSN/Orientation <i>9:00-3:30 (PD 5.0 hours - less 45 minutes lunch & 45 minutes of break/transition time between breakout sessions)</i> <i>5:30-7:15 Y5/K BTSN/Orientation</i>
August	23	District Welcome Back & Building PD; Elementary Ice Cream Social <i>7:30-9:30 District Welcome Back</i> <i>9:30-2:45 Building-Level (PD 5.0 hours + 15 minute break)</i> <i>6:00-7:00 Elementary Ice Cream Social (1st-5th only)</i>
August	24	New Teacher Induction - Day Two
August	28	First Day of School Y5 - 12
September	1	Friday before Labor Day - Non Contract
September	4	Labor Day - No School
September	11	Back to School Night - Middle School
September	12	Back to School Night - High School
September	18	Back to School Night - Elementary Grades 1st-5th only
October	4	Student Count Day
October	12	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
October	13	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
October	27	End of First Quarter - Secondary
October	30	Secondary Grades Due 4:00 p.m.
November	2	Parent-Teacher conferences: <i>Half-day Y5/K-12 - SEC Conf: 12:30-4:00 p.m. & 5:30-8:30 p.m.</i>
November	3	Parent-Teacher conferences: <i>Half-day Y5/K-12 - SEC Conf: Non Contract in P.M.</i>
November	17	Elementary Half-Day: <i>Y5/K-5 End of 1st Trimester; EL Virtual Records Day P.M.</i>
November	20	Elementary Grades Dues 4:00 p.m.
November	22	Thanksgiving Break - No School
November	23	Thanksgiving - No School
November	24	Thanksgiving Break - No School
December	25	First Day of Winter Break

January	8	School Resumes
January	12	End of 2nd Quarter
January	15	MLK Day - No School Y5/K-12 (PD 5.0 - 8:00 a.m. - 1:15 p.m.)
January	17	Semester Exams MS/HS: Half-days for Students 6-12 Full Day for Teachers
January	18	Semester Exams: Half-day for Students 6-12 MS: Non Contract Day in P.M. HS: Virtual Records Day in P.M.
January	19	Semester Exams: Half-day for Students 6-12/End of 1st Semester - Secondary MS: Non Contract Day in P.M. HS: Virtual Records Day in P.M.
January	22	Secondary Grades Due at 4:00 p.m.
February	7	Count Day
February	22	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
February	23	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
March	1	Elementary Half-Day: Y5/K-5 End of 2nd Trimester; EL Virtual Records Day P.M.
March	4	Elementary Grades Due 4:00 p.m.
March	14	End of 3rd Quarter - Secondary
March	25	Secondary Grades Due 4:00 p.m.
March	29	No School - First Day of Spring Break
April	8	School Resumes
May	24	End of 4th Quarter
May	27	Memorial Day - No School Y5/K-12
May	29	Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Contract Day PM Middle School: Contract Day PM High School: Contract Day PM
May	30	Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Contract PM Middle School: Non Contract PM High School: Contract Day PM
May	31	Last Day of School - Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Non Contract Day PM Middle School: Non Contract Day PM High School: Non Contract Day PM
May	31	End of 3rd Trimester Elementary/ End of 2nd Semester - Secondary
June	3	Virtual Teacher Record Day; Grades Due Y5/K-12 4:00 P.M.

All Wednesdays are Late Start Days except for the following Wednesdays:

August 30	January 17
November 22	April 3
December 27	April 10
January 3	May 29

2024 -2025

August	15	Upton Start-Up Day
August	19	New Teacher Induction - Day One
August	20	9th Grade Orientation 6:30 p.m, Building Tours/Social 7:30p.m. - High School
August	20	District Welcome Back & PD Day; Y5/K BTSN/Orientation (PD 5.0) 7:30 Breakfast; 9:30-11:30 & 12:15-3:15 PD; 11:30-12:15 Lunch 5:30-7:15 Y5/K BTSN/Orientation
August	21	Building Orientation & PD; Elementary Ice Cream Social (PD 5.0) EL 9:00-2:15 PD; 2:30-3:30 Staff Meeting Elementary Ice Cream Social 6:00-7:00 p.m. (1st-5th only) (PD 5.0) MS 8:00-1:15 PD; 1:30-2:30 Staff Meeting (PD 5.0) HS 8:00-1:15 PD; 1:30-2:30 Staff Meeting
August	22	New Teacher Induction - Day Two
August	26	First Day of School Y5 - 12
August	30	Friday before Labor Day - Non Contract
September	2	Labor Day - No School
September	9	Back to School Night - High School
September	10	Back to School Night - Middle School
September	16	Back to School Night - Elementary Grades 1st-5th only
October	2	Student Count Day
October	10	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
October	11	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
October	25	End of First Quarter - Secondary
October	28	Secondary Grades Due 4:00 p.m.
November	7	Parent-Teacher conferences: <i>Half-day Y5/K-12 - SEC Conf: 12:30-4:00 p.m. & 5:30-8:30 p.m.</i>
November	8	Parent-Teacher conferences: <i>Half-day Y5/K-12 - SEC Conf: Non Contract in P.M.</i>
November	15	Elementary Half-Day: <i>Y5/K-5 End of 1st Trimester; EL Virtual Records Day P.M.</i>
November	18	Elementary Grades Dues 4:00 p.m.
November	27	Thanksgiving Break - No School
November	28	Thanksgiving - No School
November	29	Thanksgiving Break - No School
December	23	First Day of Winter Break

January	6	School Resumes
January	13	End of 2nd Quarter
January	17	Semester Exams MS/HS: Half-days for Students 6-12 Full Day for Teachers
January	18	Semester Exams: Half-day for Students 6-12 MS: Non Contract Day in P.M. HS: Virtual Records Day in P.M.
January	19	Semester Exams: Half-day for Students 6-12/End of 1st Semester - Secondary MS: Non Contract Day in P.M. HS: Virtual Records Day in P.M.
January	20	Secondary Grades Due at 4:00 p.m.
January	20	MLK Day - No School Y5/K-12 (PD 5.0 - 8:00 a.m. - 1:15 p.m.)
February	5	Count Day
February	20	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
February	21	Elementary Parent Teacher Conferences - Half-day Y5/K-5 Only
February	28	Elementary Half-Day: Y5/K-5 End of 2nd Trimester; EL Virtual Records Day P.M.
March	4	Elementary Grades Due 4:00 p.m.
March	13	End of 3rd Quarter - Secondary
March	24	Secondary Grades Due 4:00 p.m.
March	28	No School - First Day of Spring Break
April	7	School Resumes
May	23	End of 4th Quarter
May	26	Memorial Day - No School Y5/K-12
May	28	Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Contract Day PM Middle School: Contract Day PM High School: Contract Day PM
May	29	Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Contract PM Middle School: Non Contract PM High School: Contract Day PM
May	30	Last Day of School - Half-day for Students Y5/K-12 -- Secondary Exams Elementary: Non Contract Day PM Middle School: Non Contract Day PM High School: Non Contract Day PM
May	30	End of 3rd Trimester Elementary/ End of 2nd Semester - Secondary
June	2	Virtual Teacher Record Day; Grades Due Y5/K-12 4:00 P.M.

All Wednesdays are Late Start Days except for the following Wednesdays:

August 28	January 15
November 27	April 2
December 25	April 9
January 1	May 28

REFERENCE INDEX

<u>Subject</u>	<u>Page</u>
Arbitration	34
Assault Upon Teachers	28
Classroom Ratios	18
Compensation	10
Experience Credit	11
Extra Duty Assignments	10
Military Duty Credit	11
Schedule A	44
Schedule B	45
Schedule C	46
Schedule D	49
Conferences - Informal	36
Dismissals	30
District Leadership Committee – Schedule D	49
Equipment Available to Association	8
Grievances	32
Steps One, Two, Three, Four, and Five - Arbitration	33
Insurance	13
Leave	22
Accumulated	22
Commission or Board	25
Conference	24
Death in Family	24
Discretionary	23
Extended Personal	26
Family Illness	22
Funeral	24
Jury Duty or Court Appearance	24
Maternity/Adoption/Parental/Child Care	25
Political Activity	26
Professional Visitation	26
Sabbatical	27
Sick/Disability	22
Short Term Personal	25
Teacher Conference	25
Materials, Requisitioning of	19
Mileage Reimbursement	40
Salary	
Coaches - Schedule C	46
Extra Duty Assignments - Schedule B	45
Method of Payment	11
Teacher - Schedule A	44
School Facilities - Use by Association	8
Students	

Conferencing Time	15
Instruction Time	15
Preparation Time	15
Ratios	18
Student Teaching Program Assistance	37
Substitute Teacher	5
Teachers	
Meetings	8 & 15
Protection of	28
Vacancies, Transfers, Job Assignments & Promotions	21
Work Week	15
Elementary Teachers	16
Middle School Teachers	17
Senior High Teachers	17
APPENDIX	57

Letter of Agreement
Professional Development Day Changes 2023-24

Representatives of the calendar committee have established an agreement related to the following schedule changes to our professional development days on August 22, 2023 and August 23, 2023. These changes are necessary to accommodate a countywide collaborative learning experience hosted by St. Joseph Public Schools on August 22, 2023.

School Calendar Changes: Professional Development Schedule

August 22: District PD Day; Y5/K BTSN/Orientation

9:00 a.m. - 3:30 p.m. (PD 5.0 hours - less 45 minutes lunch & 45 minutes of break/transition time between breakout sessions)

5:30 p.m. - 7:15 p.m. Y5/K BTSN/Orientation

August 23: District Welcome Back & Building PD; Elementary Ice Cream Social

7:30 a.m. - 9:00 a.m. District Welcome Back

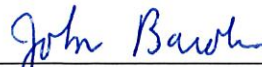
9:30 a.m. - 2:45 p.m. Building-Level (PD 5.0 hours + 15 minute break)

6:00 p.m. - 7:00 p.m. Elementary Ice Cream Social 1(st-5th grades only)



Jennifer S. Fee
Superintendent of Schools

April 24, 2023 (Date)



John Bacolor
SJEA President

4/20/23 (Date)

Letter of Agreement
Saint Joseph Education Association Direct Sick Day Donation Pilot

The SJEA is proposing to pilot a Direct Sick Day Donation Program to assist teachers who have exhausted their sick days and personal days due to a serious chronic health condition of the teacher, spouse, child or parent.

In order to be granted a direct sick day donation, teachers must submit a Sick Day Donation Request each quarter to the committee (Direct Sick Day Donation Review Board). This committee will be composed of the SJEA President and at least two other teacher volunteers. The request will provide the number of days needed per quarter and the general description of the qualifying condition. Formal documentation of the qualifying condition will be provided to HR and kept on file in the employee's personnel file for confidentiality. Requests may be submitted by the individual directly or they may choose to appoint an advocate to do so on their behalf. There shall be a cap of 40 days allowable per quarter for each requesting employee.

When a request is received and approved by the committee, it will be communicated to teachers. Teachers will have an opportunity to submit the number of days they would like to donate to the individual requesting, if they choose to do so. To be eligible to donate, the teacher must have 30 days or more currently in their personal sick leave balance.

Once the total number of days donated is tallied for the request, the process of deducting days from the donating teachers will occur in rounds. There will be one day deducted from each donating teacher, beginning with the largest donation first. The process repeats deducting one day at a time until the total number of requested days has been met (see example below).

The committee will work in collaboration with HR to track days donated and allotted. Days deducted will be noted as Sick Day Donation. Days allotted will be under a new code.

Days donated by teachers will not impact the Attendance Incentive (Article 8, Item 3)

Teachers utilizing the Sick Day Donation and receiving days will no longer qualify for the re-accumulation of leave days (Article 8, Item A 1a)

Teachers utilizing the Sick Day Donation and receiving days will no longer qualify for sick leave payout as written in Article 4 Item I-A.1.

NOTE: This is a pilot program and only effective through the 2022-2023 school year.

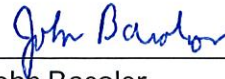
Example

Request for 20 DAYS						
Donating E Teacher	# of Days Donating	Round 1	Round 2	Round 3	Round 4	Round 5
A	10	1	1	1	1	1
B	7	1	1	1	1	0
C	5	1	1	1	1	0
D	3	1	1	1	0	0
E	2	1	1	0	0	0
F	2	1	1	0	0	0



Jennifer S. Fee
 Superintendent of Saint Joseph Public Schools

April 20, 2023 (Date)



John Bacolor
 SJEA President

4/20/23 (Date)