

6 St. Clair 7-1-68 Research

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

AGREEMENT

between the

EAST CHINA TOWNSHIP BOARD OF EDUCATION DISTRICT #3

and the

EAST CHINA EDUCATION ASSOCIATION

COVERING THE PERIOD

from

July 1, 1968

to

June 30, 1969

East China Township Board of Education,  
District #3

MEA  
1216 Nordale  
East Lansing, Mich. 48823

TABLE OF CONTENTS

	<u>Page No.</u>
Agreement	1
Article I	2
Article II	2
Article III	3
Article IV	3
Article V	4
Article VI	5
Article VII	5
Article VIII	6
Article IX	6
Article X	7
Article XI	8
Article XII	9
Article XIII	9
Article XIV	9
Article XV	10
Article XVI	11
Article XVII	11
Article XVIII	12
Article XIX	12
Article XX	12
Article XXI	13
Article XXII	13
Article XXIII	13
Article XXIV	14
Article XXV	14
Article XXVI	15
Article XXVII	15
Article XXVIII	16
Article XXIX	17
Article XXX	17
Article XXXI	18
Article XXXII	18
Schedule B	
Schedule B1	
School Calendar	
Witnesseth	1
Recognition	2
Association and Teacher Rights	2
Rights of the Board	3
Membership Fees and Payroll Deductions	3
Teachers' Hours	4
Special Student Program	5
Teaching Conditions and Class Load	5
Department Chairman	6
Professional Qualifications and Assignments	6
Vacancies, Promotions, and Transfers	7
Illness and Disability	8
Professional and Personal Business	9
Professional Growth Leave	9
Leaves of Absence	9
Academic Freedom	10
Teacher Evaluation	11
Professional Behavior	11
Professional Improvement	12
Maintenance of Standards	12
Reductions in Personnel and Annexations and Consolidations of Districts	12
Continuity of Operations	13
School Calendar	13
Professional Compensation	13
Special Teaching Assignments	14
Terminal Leave	14
Student Discipline and Teacher Protection	15
Insurance Protection	15
Professional Grievance Procedure	16
Professional Steering Committee	17
Negotiation Procedures	17
Miscellaneous Provisions	18
Duration of Agreement	18
Teacher Salary Schedule	
Extra Pay for Extra Duty	
1968-69	

AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1968 by and between the School District of East China Public Schools, St. Clair, Michigan, hereinafter called the "Board" and the East China Education Association, a District of MEA, hereinafter called the "Association".

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the School District of East China Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative as defined in Section II of Act 379, Public Act of 1965, for all certificated teachers and school nurses under contract or on leave excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Substitute Teachers, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act, 336, Section 3. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

C. The Association shall have the privilege to use school building facilities for meetings, subject to the same regulations relative to maintenance charges as apply to other local organizations; provided such meetings shall not interfere with other regular scheduled activities and provided the principal shall designate the location of said meeting within the building. Bulletin board space in lounges and school mail facilities shall be made available to the Association; provided the Board shall have no responsibility in any way for any material in connection with use of school mail facilities.

D. The Board agrees to furnish to the association all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and other public information upon request as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the association to process any grievance or complaint. Any compilation not normally required of the School District may be done by the Association and at the expense of the Association.

E. The Board will inform the Association of any new or modified tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption.

F. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

G. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

H. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

I. The Board shall provide the Association with six (6) copies of the "Board Policies, Rules and Regulations" with the exception of employee master labor contracts. In addition, each school building shall be provided with one (1) copy for each five (5) certificated employees. An individual copy may be obtained by signing for same at the Central Administrative Office.

### ARTICLE III

#### RIGHTS OF THE BOARD

A. The Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district except as limited by the specific and expressed terms of this Agreement to the full extent authorized by law.

### ARTICLE IV

#### MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such

authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

B. The deduction of membership dues as authorized shall normally be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year. The Board agrees to remit promptly to the Association all monies so deducted. The Association will provide the Board with a list of all new memberships and individual authorizations; existing memberships are continuing memberships until such time the Association notifies the Board that the membership is to be discontinued.

C. The Board shall not be liable for unpaid dues for teachers who leave the employ of the school district for any reason before the total amount has been deducted.

D. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with Article IV, of this Agreement.

E. Nothing herein shall require any teacher to be a member of any organization.

F. During the term of this Agreement, the Board will honor request for payroll deductions for credit union, Association dues, health insurance, tax sheltered annuities and charitable contributions. These deductions must be in accordance with Board policy and have prior approval by the Board.

## ARTICLE V

### TEACHERS' HOURS

A. The teachers' hours in school shall be as follows:

Teachers of grades kindergarten through sixth report to school thirty (30) minutes before beginning of classes and remain thirty (30) minutes after students are dismissed.

Teachers of grades seven through twelve report to school fifteen (15) minutes before beginning of classes and remain for thirty (30) minutes after students are dismissed. In no event shall the normal teachers' day exceed eight (8) consecutive hours.

B. No teacher shall be required to carry out non-teaching duties after four P.M. (4:00 P.M.); for example, chaperoning dances of classes or clubs for which he is not a sponsor, ticket taking, or charging admission.

C. An elementary teacher may use for relief all time during which his classes are receiving instruction from special teachers; namely, art, music, and physical education.

D. All teachers shall have the equivalent of two (2) days per semester for parent conferences as scheduled by the principal.

E. All teachers of music, art, physical education, and the librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with preparation time to the same extent as regular classroom teachers in the district.

F. A teacher engaged during the school day in participating in any professional grievance negotiation shall be released from regular duties without loss of salary.

G. The teachers shall be dismissed at 3:30 P.M. on Friday, day preceding a vacation period, and the day preceding a holiday, except if required to stay longer to finish the class or subject schedule.

## ARTICLE VI

### SPECIAL STUDENT PROGRAM

A. Both parties recognize that children diagnosed as having special physical, mental and/or emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Consideration will be given to reducing class size where these students are placed in a regular classroom.

B. The Board will endeavor to provide a staff for an adequate program for these special students.

## ARTICLE VII

### TEACHING CONDITIONS AND CLASS LOAD

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, both parties agree that class size should be no more than 25 - 1. In no event shall it exceed 40 students except in traditional large group activities (e.g. band, choir, physical education); or experimental classes. The Board will endeavor to provide adequate staff to maintain a program in the areas of Art, Music, and Physical Education K through 12.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period no less than forty-five (45) minutes in kindergarten through eighth grade and forty (40) minutes in high school.

C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. The Board recognizes that appropriate texts, library reference facilities, maps, and globes, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are tools of the teaching profession. The parties will confer regularly through the Steering Committee for the purpose of improving the selection and use of educational tools. All recommendations made by the Steering Committee shall be transmitted to the Board and be a part of the agenda of the next regular Board

meeting. The Board shall take action on the recommendations at this regular meeting, or the next regular meeting, such action shall mean to accept the recommendations, to reject the recommendations, or to refer back to the Steering Committee. The Board agrees at all times to keep the schools appropriately equipped and maintained.

D. No teacher shall be required to drive a school bus as part of his regular assignment nor be assigned to bus duty, except to chaperone students on a field trip.

E. The Board shall attempt to make available in each school teacher lunchroom and lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, provided that this room may be used as both faculty lunchroom and faculty lounge.

F. A telephone for conference calls, so situated as to permit such calls to be made in private, will be made available to teachers in each school building.

G. The Board agrees to post signs at parking lots indicating areas designated for teacher use.

H. Hazardous conditions such as improperly installed fire doors and equipment without approved safety guards should be brought to the immediate attention of the principal. If these conditions are not corrected, the teacher may refer the matter to the Grievance Committee.

## ARTICLE VIII

### DEPARTMENT CHAIRMAN

A. Any department of three or more teachers shall have the best qualified person as determined by the principal designated as the department chairman. Department chairman shall administer the department budget, supervise inventories, replacement of equipment, and approve all requisitions and invoices, recommend changes in curriculum, evaluate and recommend instructional materials and guide new teachers in the department. The department chairman shall be responsible for keeping the principal informed by periodical reports of department meetings. Final decision in these matters shall rest with the principal..

B. The subject matter of this article shall be referred to the Steering Committee referred to in Article XXIX.

## ARTICLE IX

### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No new teacher shall be issued a probationary contract by the Board for a regular assignment who does not have a bachelor's degree from an accredited college or university.



B. No substitute teacher shall be employed by the Board for more than ninety (90) days per school year who possesses less than one hundred twenty (120) semester hours.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.

D. All teachers shall be given written notice of their tentative grade and/or subject assignment for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly in writing by their principal. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such change. In no event will changes in teachers' schedules be made later than the fifteenth (15th) day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be notified in each instance.

E. Extra duty assignments will be made upon the recommendation of the building principal to the superintendent. Assignment will be made to personnel involved no later than June 1st.

F. The status of probationary teachers will be guided by Act No. 4 of the Public Acts of extra-session of 1937, as amended.

G. School nurses will be given written notice of whether or not they are to be re-employed not later than June first (1st).

## ARTICLE X

### VACANCIES, PROMOTIONS, AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the superintendent. Such requests shall be renewed once each year to assure active consideration by the Board.

B. Whenever any vacancy in any professional position in the school system shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association.

C. Any teacher may apply for any such newly created position, vacancy or promotional opportunity. The application shall be in writing and shall be filed with the Superintendent's Office within ten (10) school days after the list has been forwarded to the Association as provided in Section B above. In filling such positions the Board agrees to give due weight to the professional background and attainments of all applicants. The Board's basic consideration in filling vacancies, new positions and making promotions will be in the best interests of the school system. Consistent with this basic consideration, the

Board will follow a policy of filling new positions and making promotions from within its own teaching staff, including promotions to supervisory and executive levels.

D. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teaching performance, the parties agree that unrequested transfers of teachers are to be minimized.

E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE XI

### ILLNESS AND DISABILITY

A. Sick leave shall accrue at the rate of one and one-half (1 1/2) days per month for each month of contractual employment in this school district with a maximum accumulation of one hundred thirty-five (135) days. The accrual for the school year will normally be credited to the teacher's account at the beginning of each school year in September. Sick leave may be taken for illness or any exposure to contagious disease as certified to by a physician licensed to practice in the State of Michigan.

B. In addition to the sick days allowed for the illness of the employee, the employee will be allowed annually the following time off with pay and these days will be deducted from his sick leave days:

1. Critical illness or death in the immediate family - a maximum of five (5) days annually. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law, and grandparents.
2. One (1) day to make arrangements for medical or nursing care for emergency illness in the immediate family.
3. Absence for injury or disease compensable under the Michigan Workmen's Compensation Law up to the number of days accumulated at the time of injury or disease. Any teacher who is absent because of an injury compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the claim with a prerated subtraction of accumulated sick leave until the sick leave accumulation is depleted.

C. In case of three (3) days or more illness, the Board may request the teacher to have the attending physician verify the illness of the employee or

illness in his immediate family. In the case of prolonged illness, the Board may request verification from a physician designated by the Board.

## ARTICLE XII

### PROFESSIONAL AND PERSONAL BUSINESS

A. Three (3) Professional and Personal Business Days annually (non-accumulative) will be allowed with pay, chargeable against sick leave, for legitimate business, professional, and family obligations which cannot be met outside the regular school day providing that arrangements are made with the school principal five (5) days in advance of the anticipated absence. Forms for requesting a personal leave day will be available in the school offices and approval of a central office administrator is required before payment is allowed. In case of an emergency, the principal may waive the five (5) day advance notice. The day immediately preceding or the day immediately following a legal holiday will not be recognized by the Board as a personal leave day, with the exception however, of such cases which may cause undue hardship on the individual concerned. Special leave days will not be permitted for purposes of personal pleasure, such as travel, hunting, skiing, sports events, or vacation.

B. Fifteen (15) professional leave days shall be credited to the Association annually (non-accumulative) to expedite business pertinent to the Association. These days shall be used for professional association business by elected or appointed representatives. The president shall notify the Board at least five (5) days in advance of the day(s) to be used and the purpose.

## ARTICLE XIII

### PROFESSIONAL GROWTH LEAVE

A. Professional Growth Leave (Sabbatical) is available. Printed information concerning this leave may be obtained from the Association President or Board Office.

## ARTICLE XIV

### LEAVES OF ABSENCE

A. Leaves of absence, without pay and without salary credit. May return to same position or comparable position, if available.

1. Personal Illness - Any teacher whose personal illness extends beyond the sick leave accumulated days under Article XI, may be granted a leave of absence for such time as is necessary for complete recovery from such illness.
2. Maternity Leave - A one-year maternity leave shall be granted commencing not later than the fifth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall present a physician's certificate of probable

date of birth. If a position is available, the teacher may return from such leave at any time upon mutual agreement between the teacher and the Board. The request for return from leave shall be accompanied by physician's statement indicating physical and emotional capability to resume position.

3. Public Office - Teachers who file proper application to campaign, or serve, in an elected public office may be granted a leave of absence for one year, except the Board may grant approval for future years upon proper request.

B. Leaves of absence, without pay but with salary credit. May return to same position or comparable position, if available.

1. Peace or Teacher's Corps - Leave of absence will be granted to teachers who have been accepted as full-time participants in such programs. Leave of absence is not to exceed one year except when the Board may grant approval for the second year upon request. Credit towards advancement on the salary schedule shall be granted, but not sick leave accumulation.
2. Officers of National or State Association - Teachers who have been elected as President or Secretary of N.E.A. or M.E.A., upon proper application to the Board, may be granted a leave of absence for the purpose of performing duties of the Association for a period of one year. Credit towards advancement on the salary schedule shall be granted, but not sick leave accumulation.
3. Military Service - Teachers who have been inducted or enlist for military duty in any of the armed forces of the United States may be granted leaves of absence in accordance with Federal Law for a period not to exceed three months beyond their honorable discharge date. Credit towards advancement on the salary schedule shall be granted, but not sick leave accumulation. A dishonorable discharge from above service does not obligate the Board for future employment.

## ARTICLE XV

### ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

## ARTICLE XVI

### TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers are to be evaluated as follows: The first evaluation is to be informal and on or about October 4. The second and third to be more formal and reported in writing on or about December 6 and January 31. The fourth evaluation is to be written and should be on or about March 14. Tenure teachers shall be evaluated once during the year.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. A minimum of thirty (30) consecutive minutes is recommended.
- D. A personal interview is to be held within ten (10) school days of the observation. Fifteen (15) school days after the observation one (1) written evaluation is to be signed and returned to the administration; the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.
- E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing.
- F. Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

## ARTICLE XVII

### PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

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

D. A tenure teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

#### ARTICLE XVIII

##### PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participating in community educational projects.

B. The Board agrees, if prior approval is granted by the Superintendent, to provide upon application the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

#### ARTICLE XIX

##### MAINTENANCE OF STANDARDS

A. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

#### ARTICLE XX

##### REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district and qualified to teach at the level assigned. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

## ARTICLE XXI

### CONTINUITY OF OPERATIONS

A. There shall be a procedure for publicly notifying employees and students of schools closing. The superintendent with counsel of local government agencies and bus supervisor, will be responsible to determine such closing.

## ARTICLE XXII

### SCHOOL CALENDAR

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

B. The first pupil attendance day shall be the Tuesday after Labor Day. Two teachers' institute days shall be observed in October (24, 25). At least one day shall be provided at the end of the first semester and two days at the end of the second semester for the completion of teacher records when pupils shall be excused from attendance. A day for curriculum evaluation may be taken at the end of the first semester if the principal requests it.

C. The intent of the parties for omitting the usual paid holidays (Labor Day, Thanksgiving and Friday following, New Year's Day, Good Friday, and Memorial Day) as Days Teachers Paid is to equalize the difference between a first and second semester teacher. These days are not to be used in determining the daily rate of pay or deduction from sick leave. The daily rate of pay for this agreement will be figured on a basis of 190 days. It is expressly not the intent to ask that these days be returned as paid holidays.

## ARTICLE XXIII

### PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. Newly employed teachers shall be given up to seven (7) years' credit for outside teaching experience as follows:

First six (6) years - full credit per year  
Next two (2) years - 1/2 credit per year

C. Teachers involved in extra duty assignments set forth in Schedule B-1 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedule without deviation.

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents (10¢) per mile.

E. Teachers employed after the beginning of the school year shall have their salary based on the remaining "Days Teachers' Paid" (see School Calendar).

#### ARTICLE XXIV

##### SPECIAL TEACHING ASSIGNMENTS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher if one is available.

B. If in continuous service for twenty (20) full days in the same assignment, the teacher shall be placed on appropriate salary schedule position with retroactive pay.

C. Supervising teachers of student teachers shall be teachers possessing a minimum of a bachelors degree in academic preparation and provisional certification, and who voluntarily accepts the assignment and shall be known as a Supervising Teacher.

D. Supervising Teachers shall work directly with the University program co-ordinator, assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

E. The Association agrees to accept student teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

F. The administration agrees to make available to student teachers a copy of the most recent accrediting report, texts, guides, Board and building policies, and a copy of this Agreement to assist them during this period.

#### ARTICLE XXV

##### TERMINAL LEAVE

A. In appreciation for minimum service of fifteen (15) years to the school district a severance payment of \$10.00 per day for each unused sick day above sixty (60) days allowed will be paid upon qualifying for retirement.



## ARTICLE XXVI

### STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognized its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

B. Any case of assault upon a teacher while performing his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to confer with the teacher of his rights and obligations. This assistance does not include legal counsel for the defense or prosecution of the case.

C. If any teacher is complained against or sued by reason of disciplinary action by the teacher against a student the Board will provide legal counsel to confer with the teacher of his rights and obligations with respect to such suit and render assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless the teacher is convicted of a criminal act or civil suit involving a student in a court established by law.

E. Any complaints reflecting on the professional competence of a teacher by a parent of a student shall be called to the teacher's attention.

## ARTICLE XXVII

### INSURANCE PROTECTION

A. The Board will pay \$10.00 per month (\$120.00 per year for teachers employed and covered the previous year under the payroll plan) toward the cost of hospital-medical-surgical insurance for employees and dependents (Blue Cross-Blue Shield or M.E.A.) for each teacher who makes proper application to participate, except that where a lesser amount will pay the full cost of such insurance, the Board will pay only such lesser amount. The provisions of the group policy and the rules and regulations of the carrier will govern as to commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. The Board's sole and only responsibility shall be for payments of its portion of premiums as set forth above for teachers under payroll deduction.

ARTICLE XXVIII

PROFESSIONAL GRIEVANCE PROCEDURE

A. Any teacher, or group of teachers, of the Association believing that there has been a violation of a specific article or section of this Agreement should file a written grievance with the Board of its designated representative within fifteen (15) school days of the alleged violation or the case is null and void. The Board hereby designates as its representative for such purpose the principal of each school building, and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five (5) school days of written receipt of the grievance, the designated representative of the Board shall meet with the Association or its representative(s) in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent, who shall have five (5) school days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) school days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within fifteen (15) school days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) school days after its submission to the Board.

D. Arbitration: If the Board and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board within said ten day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state,

county, district or local laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgement and discretion under law and this Agreement.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

E. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

F. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

G. A written resume' shall accompany the grievance through each step. Such resume' shall record what is approved or denied, giving the reasons for such decision, and shall be signed by both parties at each step. The completed disposition shall be attached to the original grievance and filed with both parties for future reference and/or record.

#### ARTICLE XXIX

##### PROFESSIONAL STEERING COMMITTEE

A. A professional Steering Committee shall investigate areas recommended by the Board or the Association. This Committee will be composed of eight (8) members: Four (4) designated by the Board and four (4) designated by the Association. A quorum shall consist of four (4) members - two (2) representing the administration (Board) and two (2) representing the Association.

B. The Committee will establish monthly meeting dates to consider areas for study and investigation.

C. The Board and the Association will recommend members for a particular Committee and advise both parties of its findings and/or recommendations.

#### ARTICLE XXX

##### NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement but mutually agreed upon by the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering any such matters.

B. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or policies of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, than 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.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

F. It is recommended that this contract be used as a guide in future negotiations.

ARTICLE XXXII

DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 1968, and shall continue in effect for one (1) year until June 30, 1969.

BOARD OF EDUCATION

EAST CHINA EDUCATION ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

SCHEDULE B  
TEACHER SALARY SCHEDULE - 1968-69

	<u>B.A. or B.S.</u>	<u>M.A. or M.S.</u>
0	\$ 6,700	\$ 7,200
1	6,900	7,400
2	7,100	7,600
3	7,400	7,900
4	7,700	8,300
5	8,050	8,675
6	8,450	9,100
7	8,875	9,575
8	9,325	10,075
9	9,775	10,500
10	10,525	11,300

-----

NURSES SALARY SCHEDULE

	<u>R.N.</u>
0	\$ 4,900
1	5,200
2	5,500
3	5,800
4	6,100
5	6,400
6	-----

SCHEDULE B1 - 1968-69

Extra Pay for Extra Duty - Based on B.S. & B.A. Schedule

<u>Position</u>	<u>Percent</u>	Use this schedule (same as B.A. teaching schedule) to find <u>base</u> in terms of credit for experience.		
		<u>Years of experience in assignment</u>	<u>Base</u>	<u>Step</u>
<u>Football</u> - varsity	7%			
assistant	5%			
J.V.	5%			
9th grade	4%			
<u>Basketball</u> -varsity	8%	0	\$6,700	1
J.V.	6%			
9th grade	5%	1	6,900	2
7th & 8th grades	6%	2	7,100	3
<u>Baseball</u>	5%	3	7,400	4
<u>Track</u> - varsity	5%	4	7,700	5
Jr. High	4%			
<u>Gymnastics</u> -varsity	7%	5	8,050	6
<u>Golf</u> - varsity	5%	6	8,450	7
<u>Tennis</u> - varsity	5%	7	8,875	8
<u>Elementary, Jr. High, &amp; High School Intramural</u>	3%(sem.)	8	9,325	9
		9	9,775	10
<u>School Paper - High School &amp; Jr. High</u>	3 - 1/2%	10	10,525	11
<u>School Yearbook</u> - High School	4%			
<u>Forensics</u> - High School	3%			
<u>Audio Visual</u>	7%			
<u>Cheerleaders</u> - High School	3%			
<u>Driver Training</u> - High School	\$5.00/hr.			
<u>Band</u> - High School	4%			
<u>Dramatics</u>	3%			

Full credit for outside varsity experience (as in teaching schedule) i.e., first 6 years at full credit; next 2 years at 1/2 credit (to a maximum of 7 yrs.) 1/2 credit for J.V., Assistant, or Jr. High experience; whether here or elsewhere (also to maximum of 7 years).

Credit for extra duty assignments other than coaching is allowed as in teaching schedule, i.e., first 6 years at full credit; next 2 years at 1/2 credit (to a maximum of 7 years).

EAST CHINA TOWNSHIP SCHOOL DISTRICT #3 - SCHEDULE A  
SCHOOL CALENDAR - 1968-69

Month	Days Pupils Present	Membership Days Allowed	Total Days Membership	Days Teachers Paid	Important Dates (inclusive)
Aug.	0	0	0	3	August 28, 29, 30 Pre-school conferences New Teachers Report August 28 Returning Teachers Report Aug. 29
Sept.	20	1	21	20	Labor Day - September 2 School Opens - September 3
Oct.	21	0	21	23	MEA Conference - Oct. 24 & 25
Nov.	19	1	20	19	Thanksgiving - November 28 & 29
Dec.	15	0	15	15	Christmas Vacation - Dec. 23 to Jan. 1
Jan.	21	1	22	22	1st Semester ends January 24 Record Day - January 24
Feb.	20	0	20	20	
March	21	0	21	21	
April	16	0	16	16	Easter Vacation - April 4 - 11
May	21	1	22	21	Memorial Day Recess - May 30
June	8	0	8	10	School Closes - June 11 Records Days - June 12 & 13
<b>TOTALS</b>	<b>182</b>	<b>4</b>	<b>186</b>	<b>190</b>	

September 23, 1968

ADDENDUM TO THE MASTER CONTRACT BETWEEN THE EAST CHINA TWP. BOARD OF EDUCATION  
AND THE EAST CHINA EDUCATION ASSOCIATION 7/1/68 - 6/30/69.

Schedule B1 - 7th and 8th grade basketball changed to read:  
7th grade 3% 8th grade 3%

Article VIII, paragraph A - substitute "may" for "shall" to make department  
chairmen appointment permissive.

Article V, paragraph G to be deleted.

To paragraph A, add "teachers at St. Clair High School shall  
be dismissed at 3:40 p.m. on Fridays, and at 3:20 p.m. on the  
days preceding Thanksgiving, Good Friday, and Memorial Day".

Article VII, paragraph D

After "bus duty", add....nor be required to supervise  
students during the Tunch period,....

Article V, paragraph D to read:

All teachers shall have a minimum of four (4) days per  
school year for parent conferences as scheduled by the  
principal.

Pay rate for Driver Education shall be referred to Professional Steering  
Committee with the balance of "Schedule B1" for immediate consideration.

Article II, paragraph F; delete final sentence.

paragraph G; delete...in a manner which is not arbitrary,  
capricious or discriminatory and....

Article V, paragraph F

Change - "grievance negotiations" to "grievance procedure".

Article VII, paragraph A

To read.....class size of no more than 25-1 is desirable.

Article XXVI, paragraph D

.....of a criminal act or found liable for damages  
in a civil suit.....

Article XXVIII - Delete paragraphs D and E.

Schedule B - Add heading for column of experience steps "years of  
experience allowed".



December 4, 1968

ADDENDUM #2 TO THE MASTER CONTRACT BETWEEN THE EAST CHINA TWP. BOARD OF EDUCATION AND THE EAST CHINA EDUCATION ASSOCIATION 7/1/68 - 6/20/69.

ARTICLE II, paragraph F, shall read:

Teachers shall be entitled to full rights of citizenship. Religious or political activities of any teacher, or the lack thereof, shall not be grounds for any discipline or discrimination. The personal and private life of any teacher is not within the appropriate concern or attention of the Board.

ARTICLE II, paragraph G, shall read:

The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Neither the Board, nor any of its representatives, shall treat any individual covered by this agreement any differently than the provisions that this agreement provides.

ARTICLE XVII, paragraph C, add:

In the event the Association does not institute proceedings against the offending teacher, the Board, or its appropriate representatives, reserve the right to initiate the appropriate proceedings.

ARTICLE XIV, paragraph A3 -change the first "may" to "shall". In paragraphs B2 and B3, change "may" to "shall".

ARTICLE XXVIII, paragraphs D and E, shall read the same as the 1967-68 contract.

BOARD

ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_