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AGREEMENT

between the

EAST CHINA TOWNSHIP BOARD OF EDUCATION DISTRICT #3

and the

EAST CHINA EDUCATION ASSOCIATION

COVERING THE PERIOD

from

July 1, 1969

to

June 30, 1970

RECEIVED (2)

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

MEA
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East Lansing, Mich.
48823

East China Township Board of Education District #3

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AGREEMENT

This Agreement entered into this first day of July, 1969 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".

WITNESSETH:

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 conform 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 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 rela-

tive 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 school tax programs, construction programs, or major revision 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. 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 unless convicted of a felony.

G. 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.

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 DUES AND PAYROLL DEDUCTIONS

A. Teachers may 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) on or before the third Friday in September. A teacher hired after the third Friday shall be given twenty (20) school days to sign and deliver an authorization for deduction of dues. 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 shall be as follows:
Mondays - 8:00 A.M. to 4:00 P.M.

First school Monday - principals' building meetings
Second school Monday - curriculum meetings
Third school Monday - principals' building meetings
Fourth school Monday - Association meetings

Tuesday through Friday from 8:00 A.M. to 3:20 P.M.

Building meeting day may be altered by mutual consent of the faculty and principal.

B. 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.

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

D. 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. Itinerant teachers shall be assigned to a building or buildings and shall be required to attend faculty meetings and participate in other activities of that building(s) as required of other teachers by the principal.

E. A teacher engaged during the school day in participating in any professional grievance procedure, providing administrator involved agree to meet, shall be released from regular duties without loss of salary.

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. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the vol-

ume of teacher's work, it is agreed that the following limits on class size represent desired objectives. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such as to move toward these objectives.

ELEMENTARY - Thirty (30) students average per teacher per building.
INTERMEDIATE-Thirty (30) students average per teacher per building.
HIGH SCHOOL- Thirty (30) students average per teacher per building.

B. If at any time it is found that a specified limit is exceeded by more than ten (10%) percent then the involved principal, the involved teacher, an Association representative, and the Superintendent's representative shall meet to plan means for relieving the situation. Agreed to changes will be put into effect before the limit is exceeded by twenty (20%) percent.

C. EXCEPTIONS: In traditional large group activities (e.g. band, choir, physical education); or experimental classes such as modular flexible scheduling the specified limit above may be exceeded to provide for large group instruction.

D. The Board will endeavor to provide adequate staff to maintain a program in the areas of Art, Music, and Physical Education K through 12th grade.

E. 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.

F. 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 agrees at all times to keep the schools appropriately equipped and maintained.

G. No teacher shall be required to drive a school bus nor supervise students during the lunch period, nor be assigned to bus duty, except to chaperone students on a field trip.

H. 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.

I. 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.

J. The Board agrees to post signs at parking lots indicating areas designated for teacher use upon request of an Association representative.

K. 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 may 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, except for the Elementary Intern Program teacher.

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 certificate 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 preceeding 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.

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. The teacher shall return a signed copy of the contract within fourteen (14) days or said contract is null and void and it shall be construed that the teacher has resigned that position. Any assignments in addition to the normal teaching schedule during the regular school year, including Driver Education, extra duties enumerated in Appendixes D1 and B2, and Summer School courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to qualified tenure teachers regularly employed in the district. Appropriate Supplementary Contracts shall be issued.

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 nurces will be given written notice of whether or not they are to be re-employed not later than June 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 notice of such vacancy to the Association and posting a notice in each building.

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 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 that requires isolation as certified to by a physician licensed to practice by law.

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

1. Death in the immediate family - a maximum of four (4) days per incident. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law, and grandparents.
2. Three (3) days to make arrangements for medical or nursing care for emergency illness in the immediate family. However, the Board may require verification of the need at its discretion.
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 prorated subtraction of accumulated sick leave until the sick leave accumulated 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. 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 preceding or the day 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

LEAVE OF ABSENCE

A. Leave 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 shall 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, shall 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 shall 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 traditions, to foster a recognition of individual freedom and

social responsibility, to inspire meaningful awareness of the 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. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

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

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 unforeseen changes in student population or other conditions make a reduction in the number of teachers employed by the Board, the Board will retain those teachers with the longest service in the school district having permanent teaching certification and qualified to teach at level assigned. Longer service will be the ruling factor in reduction of staff providing they have permanent certification and are 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. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

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

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When all schools are closed to students due to adverse or inclement weather, teachers shall not be required to remain or to report for duty. In the event it is necessary to close a building or buildings down for whatever other cause than the reasons cited in this paragraph, the teacher may be assigned to other duties while the building(s) is/are closed.

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 (16, 17). At least one day shall be provided at the end of the first semester and 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. A second day may be available at the end of the second semester for completion of records if no attendance days are lost due to weather conditions.

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 the 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 full credit up to seven (7) years for outside teaching experience.
- C. Teachers involved in extra duty assignments set forth in Schedules B1 and B2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules 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 will attempt to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:00 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. A teacher who is absent shall notify his Principal at least thirty (30) minutes before student dismissal as to the prospects of his returning the following day.
- 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, text, 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 twelve (12) continuous years of regular employment under contract to the school district, a severance payment of \$10.00 per day for each unused sick day accumulated (Article XI) over sixty (60) days will be paid to the teacher who retires from employ of the school district and who draws immediate monetary retirement benefits from the Michigan Public School Employees Retirement Fund.

ARTICLE XXVI

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. 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 while performing his official duties, the Board will provide legal counsel to confer with the teacher of his rights and obligations with respect to such suit.

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 found liable for damages in a civil suit involving a student in a court established by law.

E. Written complaints or comments shall not be included in a teacher's personnel file unless such matter is reported to the teacher. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XXVII

INSURANCE PROTECTION

A. Starting October 1, 1969, (for new teachers and for teachers employed and covered the previous year under the payroll plan and starting with the enrollment period for teachers employed by the Board the previous year and not enrolled) the Board will pay the cost of hospital-medical-surgical insurance for teachers and dependents the Blue Cross - Blue Shield MVF-1 Plan (Single, Two Person, or Family) for each regularly employed teacher under contract who makes proper application to participate, providing that teacher is considered to be a declared "Head of Household" and major wage earner and not covered by a comparable health insurance program or a single subscriber who is not covered by a comparable health insurance program. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be for payment of its portion of premiums as set forth in this paragraph for teachers under payroll deduction. Subscribers will be allowed to select health insurance options F and S at their own expense through payroll deduction.

B. The teachers currently enrolled in the MESSA insurance plan will be allowed to continue with this coverage and will receive an amount from the Board not to exceed the health insurance premium allowed under the Blue Cross - Blue Shield coverage. The difference between the Board's contribution and additional optional coverages under the MESSA insurance plan will be deducted from the subscriber's paycheck.

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 or its designated representative within ten (10) school days of the alleged violation or the case is null and void.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.
- C. LEVEL ONE - If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix C, signed by the grievant and an Association representative, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- D. Within five (5) school days of receipt of the grievance, the principal shall meet with two (2) Association representatives in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. LEVEL TWO - If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the two (2) Association representative on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- F. LEVEL THREE - If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the five (5) Association representatives on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) school days thereafter. A copy of such disposition shall be furnished to the Association.
- G. LEVEL FOUR - If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) school days to arbitration before an

impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

H. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject 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.

I. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear his own expense in connection therewith.

J. 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.

K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Failure to answer a grievance within the period specified moves the grievance automatically to the next step. Failure to file an appeal of a decision within the specified time limits shall render the grievance null and void. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or soon thereafter as possible.

L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

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, including one Executive Board member. A quorum shall consist of four (4) members - two (2) representing the (Board) administration 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.
- D. All recommendations made by the Professional 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 Professional Steering Committee.

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 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 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, 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 to full force and effort.
- 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 Agreement be used as a guide in future negotiations.

ARTICLE XXXII

DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 1969, and shall continue in effect for one (1) year until June 30, 1970.

BOARD OF EDUCATION

EAST CHINA EDUCATION ASSOCIATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

EAST CHINA TOWNSHIP SCHOOL DISTRICT #3 - SCHEDULE A
SCHOOL CALENDAR - 1969-70

Month	Days Pupils Present	Days Teachers Paid	Important Dates (inclusive)
August	0	3	August 27, 28, 29 Pre-School Conferences New Teachers Report August 27 Returning Teachers Report August 28
September	21	21	Labor Day - September 1 School Opens - September 2
October	21	23	MEA Conference - October 16 & 17
November	18	18	Thanksgiving - November 27 & 28
December	15	15	Christmas Vacation - Dec. 22 - Jan. 2
January	19	20	1st Semester ends January 23 Records Day - January 26
February	20	20	
March	19	19	Easter Vacation - March 27 - April 3
April	19	19	
May	20	20	Memorial Day - May 30 (Sat.) Off Friday May 29
June	9	12	Records Day - June 12* School Closes - June 12
TOTALS	181	190	* June 11 also if schools not closed of inclement weather

SCHEDULE B
TEACHER SALARY SCHEDULE - 1969-70

	<u>B.A. or B.S.</u>	<u>M.A. or M.S.</u>
0	\$7,350	\$7,950
1	7,700	8,400
2	8,100	8,850
3	8,500	9,300
4	8,900	9,750
5	9,300	10,200
6	9,700	10,650
7	10,150	11,100
8	10,600	11,550
9	11,050	12,000
10	11,500	12,450



NURSES SALARY SCHEDULE

	<u>R.N.</u>
0	\$5,200
1	5,500
2	5,850
3	6,150
4	6,500
5	6,900

SCHEDULE B1 - 1969-70

Extra Pay for Coaching Duties - 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>
Football - varsity	9%	0	\$7,350	1
assistant	6%	1	7,700	2
J.V.	6%	2	8,100	3
9TH grade	5%	3	8,500	4
Basketball- varsity	9%	4	8,900	5
varsity ass't.		5	9,300	6
& J.V.	6%	6	9,700	7
9TH grade	5%	7	10,150	8
8TH grade	4%	8	10,600	9
7TH grade	4%	9	11,050	10
Baseball - varsity	6%	10	11,500	11
Track - varsity	6%			
Jr. High	4%			
Gymnastics - varsity	7%			
Golf - varsity	5%			
Tennis - varsity	5%			

Full credit up to seven years for outside varsity experience (as in teaching schedule); 1/2 credit for J.V., Assistant, or Jr. High experience; whether here or elsewhere to a maximum of seven (7) years.

ADDITIONAL PROVISION

A. Varsity coaches of all sports will be allowed to attend one coaching clinic per year with the expense paid by the school district.

SCHEDULE B2 - 1969-70

Extra Pay for Extra Assignments - 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>
Intramurals				
High School	3%/sem.			
Intermediate	3%/sem.			
Elementary	3%/sem.			
School Paper		0	\$7,350	1
Secondary	4%	1	7,700	2
		2	8,100	3
		3	8,500	4
School Yearbook		4	8,900	5
High School	5%	5	9,300	6
		6	9,700	7
Forensics		7	10,150	8
High School	3%	8	10,600	9
		9	11,050	10
Audio-Visual	\$500.	10	11,500	11
Cheerleaders				
High School	3%			
Band				
High School	4%			
Dramatics	3%			
Plays				
Senior	3%			
Junior	\$230.			
Intermediate	\$100.			
Student Council				
High School	\$150.			
Intermediate	\$100.			
Driver Education	\$6./hr.			

Credit for extra duty assignments other than coaching is allowed as in teaching schedule, i.e., full credit up to seven (7) years for outside experience in Extra Assignments.

Any time a teacher is required to perform duties after his normal departure time, the teacher will be reimbursed at the rate of \$6.50 per activity unless he is reimbursed under Schedules B1 or B2.

Extra duty assignments not listed on Schedules B1 or B2 will be posted and teachers may volunteer from the buildings first. Any openings left will be available to other teachers in the district. If no one volunteers, teachers in the district may be assigned on a rotating basis.