6-30-72 East China

# 1970-72

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, 1970

to

June 30, 1972

# RECEIVED

OCT 13 1970

OFFICE OF PROFESSIONAL NEGOTIATIONS

MEA 1216 Hondale East Lancing, mich. 48823 7/1/20-6/30/22

# TABLE OF CONTENTS

Agreement Article I Recognition Article II Resognition Article III Association and Teacher Rights Article III Rights of the Board Article IV Professional Dues or Fees and Payroll Deductions Article VI Special Student Program Article VII Teaching Conditions and Class Load Article VIII Department Chairman Article IX Professional Qualifications and Assignments Article IX Professional Qualifications and Assignments Article XI Illness and Disability Article XII Professional and Personal Business Ill Article XIII Professional Growth Leave Ill Article XIV Leave of Absence Article XVI Teacher Evaluation Article XVII Professional Behavior Article XIX Maintenance of Standards Article XX Reduction in Personnel and Annexations and Consolidations of Districts Article XXII Professional Compensation Article XXIII Professional Compensation Is Article XXIII Professional Compensation Article XXIII Professional Student Teaching Assignments Article XXIV Student Discipline and Teacher Protection Particle XXVI Student Discipline and Teacher Protection Professional Grievance Procedure			P	age No.
Article II Association and Teacher Rights 2 Article III Association and Teacher Rights 4 Article III Rights of the Board 4 Article IV Professional Dues or Fees and Payroll Deductions 4 Article VI Special Student Program 6 Article VII Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article IX Professional Qualifications and Assignments 8 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XXI Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXV Student Discipline and Teacher Protection 19 Article XXVI Professional Grievance Procedure 20	Agreemer	t		I The second
Article III Association and Teacher Rights 2 Article III Rights of the Board 4 Article IV Professional Dues or Fees and Payroll Deductions 4 Article V Teachers' Hours 6 Article VII Special Student Program 6 Article VIII Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article IX Professional Qualifications and Assignments 8 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XVI Teacher Evaluation 13 Article XVII Professional Behavior 14 Article XVII Professional Improvement 15 Article XXI Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXV Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				2
Article III Rights of the Board 4 Article IV Professional Dues or Fees and Payroll Deductions 4 Article V Teachers' Hours 6 Article VII Special Student Program 6 Article VII Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVII Professional Enhavior 14 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXII Professional Compensation 16 Article XXIV School Calendar 16 Article XXIV Special and Student Teaching Assignments 19 Article XXV Student Discipline and Teacher Protection 19 Article XXVI Professional Grievance Procedure 20				
Article IV Professional Dues or Fees and Payroll Deductions 4 Article V Teachers' Hours 6 Article VII Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article XI Professional Qualifications and Assignments 9 Article XI Illness and Disability 10 Article XIII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVII Professional Behavior 14 Article XIX Maintenance of Standards 15 Article XXI Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIV Special and Student Teaching Assignments 19 Article XXV Special and Student Teacher Protection 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article V Teachers' Hours Special Student Program 6 Article VII Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XIII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 16 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIII Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXV Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article VI Special Student Program 6 Article VII Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVII Professional Behavior 13 Article XVII Professional Behavior 14 Article XVII Professional Improvement 15 Article XXI Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXV Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20	to de the top our pape car	-		14
Article VI Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XIII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVII Professional Behavior 13 Article XVII Professional Improvement 15 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XXI Reduction in Personnel and Annexations 16 Article XXII Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 19 Article XXV Student Discipline and Teacher Protection 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVI Professional Grievance Procedure 20	Anticle	v		
Article VII Teaching Conditions and Class Load 7 Article VIII Department Chairman 8 Article IX Professional Qualifications and Assignments 8 Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVII Professional Behavior 14 Article XIX Maintenance of Standards 15 Article XIX Maintenance of Standards 15 Article XXI Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXIII School Calendar 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVI Professional Grievance Procedure 20				
Article VIII Department Chairman Article IX Professional Qualifications and Assignments 8 Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVIII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 16 Article XXI Continuity of Operations 16 Article XXIII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article IX Professional Qualifications and Assignments 8 Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article X Vacancies, Promotions, and Transfers 9 Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVIII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article XI Illness and Disability 10 Article XII Professional and Personal Business 11 Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVIII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article XII Professional and Personal Business 11 Article XIV Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article XIII Professional Growth Leave 11 Article XIV Leave of Absence 12 Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVIII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXIV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article XIV				
Article XV Academic Freedom 13 Article XVI Teacher Evaluation 13 Article XVII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article XVII Professional Behavior 14 Article XVIII Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXVV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article XVII Professional Behavior 15 Article XIX Professional Improvement 15 Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				
Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20			and the same of the same of the same and the same of t	
Article XIX Maintenance of Standards 15 Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20	Antinaa	XVTTT	Professional Improvement	
Article XX Reduction in Personnel and Annexations and Consolidations of Districts 15 Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				15
and Consolidations of Districts  Article XXI Continuity of Operations  Article XXII School Calendar  Article XXIII Professional Compensation  Article XXIV Insurance Protection  Article XXV Special and Student Teaching Assignments  Article XXVI Student Discipline and Teacher Protection  Article XXVII Professional Grievance Procedure				
Article XXI Continuity of Operations 16 Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20	and all the table days have fully			1.5
Article XXII School Calendar 16 Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20	Antinia	XXT		
Article XXIII Professional Compensation 16 Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				16
Article XXIV Insurance Protection 18 Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				16
Article XXV Special and Student Teaching Assignments 19 Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				18
Article XXVI Student Discipline and Teacher Protection 19 Article XXVII Professional Grievance Procedure 20				19
Article XXVII Professional Grievance Procedure 20				19
				20
			Professional Steering Committee	22
Article XXIX Negotiation Procedures 23				23
Article XXX Miscellaneous Provisions 23				23
Article XXXI Duration of Agreement 24				24
Schedule A School Calendar 1970-71				
Schedule B Teacher Salary Schedule				
Schedule Bl Extra Pay for Coaching Duties			Extra Pay for Coaching Duties	
Schedule B2 Extra Pay for Extra Assignments				

#### AGREEMENT

This Agreement entered into this first day of July, 1970 by and between the School District of East China Township 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 Township 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 and 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 a 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

- 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 color 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. When requested by the Association the Board shall give the Association the opportunity to be heard at regular and special Board meetings prior to the adoption of any new or modified school tax programs, construction programs, or major revision of educational policy. In order to keep the Association informed, an outline copy of the "Superintendent's Report and Recommendations" will be mailed or transmitted to the Association president the Friday before the regular Board meeting.
- F. Teachers shall be entitled to full rights of citizenship. Religious or political activities of any teacher, or the lack there-of, 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.
- 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

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

#### ARTICLE IV

# PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

# AS A CONDITION OF CONTINUED EMPLOYMENT ALL TEACHERS SHALL:

- Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Association) or a Representation Benefit Fee equivalent to the regular dues and assessments of the Association (including the National and Michigan Education Association). Authorizations must be signed within twenty days of termination of prior authorization and deductions will be made beginning on the next regular dues deduction payroll. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Such authorizations shall continue in effect unless there is a change in dues and assessments amount or unless subsequent to June 1 and prior to September 1 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. Pursuant to such authorization, the Board shall deduct one-tenth of such Dues or Fees from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
- 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.
- 2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proff of service shall be attached to said charges.
- C. In the event that such an authorization is not signed, the Board, upon receiving a signed statement from the Association's President indicating the teacher has failed to comply with the requirements of this Article shall immediately notify said teacher that his services will be discontinued at the end of the current school year. However, if at the end of the school year the teacher or teachers receiving the termination notice shall then be engaged

in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

- The Association shall indemnify the Board and hold it harmless from any and all costs and expenses incurred by the Board in connection with this Article without limiting the general obligation of the Association hereunder. The Association agrees to assume the legal defense of any action or proceeding brought against the Board by reason of any action taken or not taken under this Article. If the Association does not defend the Board within the required time limits or settle such action or proceeding the Association shall reimburse the Board, promptly upon demand, for all reasonable legal fees and expenses incurred by the Board in connection with such action or proceeding, and also for any and all damages (including back pay) for which the Board may be adjudged liable in such action or proceeding. If the Association fails to make prompt reimbursement, the Board shall be entitled, in addition to any other legal remedies, to apply such indebtedness of the Association to the Board, until paid in full, all dues, assessments and repres entation benefit fees collected by the Board on behalf of the Association pursuant to the provisions of this Article.
- E. The Association, after consultation with the Board, has the right to decide whether to defend such action or proceeding or whether or not to appeal the decision of any court or other tribunal rendered therein. The Association shall assume all liability for failure to defend any such action or proceeding and shall be liable for all costs of appeal including judgments that may be rendered.
- F. The Association has the rights to choose the legal counsel to defend any such action or proceeding.
- G. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees to remit promptly to the Association all monies so deducted.
- H. During the term of this Agreement, the Board will honor request for payroll deductions for credit union, Association dues, Representation Benefit Fees, health insurance, tax sheltered annuities and charitable contributions. These deductions must be in accordance with Board policy and have prior approval by the Board.
- I. Nothing herein shall require any teacher to be a member of any organization.

#### ARTICLE V

#### TEACHERS' HOURS

A. The teachers' hours shall be as follows:
Mondays - 8:00 A.M. to 4:00 P.M.
Tuesday through Friday - 8:00 A.M. to 3:20 P.M.

Mondays will be used for principal or curriculum meetings except the Monday preceding the regularly scheduled Board meeting which shall be designated for an Association meeting. 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 of music, art, physical education, and the librarians, speech therapists, reading consultants, visiting teachers, counsel ors 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.
- D. 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 volume 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. However, no regular elementary (K-6) classroom shall exceed thirty seven (37) students per teacher.
- 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 a program in the area of Art, Music, and Physical Education in grades two through six and consultant services in the above areas to the Kindergarten, Junior Primary, and First grade teachers.
- E. All teachers shall be entitled to a duty-free, uninterrupted lunch period no less than forty (40) minutes.
- 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. 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.

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. Long distance calls must be approved by the building principal. The Board agrees to post signs at parking lots indicating areas designated for teacher use upon request of an Association representative. 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 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. The subject matter of this article shall be referred to the Steering Committee referred to in Article XXIX. ARTICLE IX PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS 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. 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. 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. All teachers shall be given written notice of their tentative grade and/or subject assignment for the forthcoming year no later -8than 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.

- E. Paid extra duty assignments will be made upon the recommendation of the building principal to the Superintendent. Such assignments will be made to personnel involved no later than June 1. The teacher shall return a signed copy of the supplementary 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 paid extra duty assignments enumerated in Appendixes B1 and B2 shall not be obligatory but shall be with 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 nurses will be given written notice of whether or not they are to be re-employed not later than June 1.

#### 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) 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 interest 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 when this applicant is the most qualified.

- 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 transferes 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 days without loss of pay 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 until an accumulation of one hundred and thirty five (135) days then accrue at the rate of one day per month for each month of contractual employment in this school district with a maximum accumulation of one hundred and forty five (145) 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.
- B. Such sick days without loss of pay may be taken for the days listed in the "Days Teachers Paid" column of Schedule A up to the maximum accumulation of such sick days for the following reasons and subject to such limitations as provided:
  - 1. Illness or injury or any exposure to contagious disease that requires isolation as certified to by a physician licensed to practice.
  - 2. 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.
  - 3. 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.
  - 4. If a teacher is absent because of a disability compensable under the Michigan Workmen's Compensation Act, the Board will pay the difference between the amount paid or payable pursuant to the Act and the teacher's regular salary, chargeable to the teacher's accumulated sick days. However, the combined payments received shall not exceed the teacher's accumulated sick days at the time of the claim. The Board's maximum liability under this section shall be the salary amount of the teacher's accumulated sick days at the time of the claim.

C. In case of three (3) or more days illness, the Board may request the teacher to have the attending physician verify the illness of the teacher. 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 maximum of three (3) personal business days (non-cumulative) will be allowed annually without loss of pay, chargeable against sick days, for business and family obligations that cannot be met outside the regular school day. Personal business days may be used for such things as court appearances, attending graduation exercises of children and attending funerals of relatives, providing that arrangements are made with the school principal five (5) days in advance of the anticipated absence. In case of an emergency, the principal may waive the five (5) days advance notice. Forms for requesting a personal business day will be available in the school offices and approval of tag Central Office administrator is required before the absence is approved without loss of pay under this paragraph. The day preceding or the day following a legal holiday will not be recognized by the Board as a personal business day. Personal business days will not be permitted for the purpose of personal pleasure or gainful employment.
- B. Fifteen (15) professional business days shall be credited to the Association annually (non-cumulative) 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.
- C. SPECIAL LEAVE DAYS The teacher shall be granted special leave with loss of pay when requested on forms provided for that purpose five (5) days in advance of the anticipated absence with a maximum absence of five (5) days per year (non-cumulative). Additional days may be taken only with the approval of the Board and requests for such approval must be submitted to the Board seven (7) days in advance of its regular meeting date.

#### ARTICLE XIII

# PROFESSIONAL GROWTH LEAVE

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, fringe benefits, salary nor seniority 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.
  - MATERNITY LEAVE A mandatory maternity leave of absence shall be taken by a teacher on or before the end of the seventh month of pregnancy, as certified to by her personal physician, during a given school year. The Board shall grant such leave to a teacher with one or more years of service in this district. The leave may be granted for the succeeding school year, if requested on or before May 1 of the previous school year. If a position is available for which the teacher is qualified, she may return in September of the school year immediately following the leave school year, providing the Board is informed in writing on or before May 1. The request to return from the leave shall be accompanied by her physician's statement indicating her ability to resume active employment as a teacher.
  - 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. Leave of absence, without pay nor fringe benefits 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.
  - 2. OFFICE 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.

3. MILITARY SERVICE - Teachers who have been inducted or enlisted 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. 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 15 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.

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 Super-intendent, 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 necessary 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 the 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 teachers 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

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.

#### 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 designated period.

- B. Newly employed teachers shall be given full credit up to seven (7) years for outside teaching experience and one year of credit for one or more years of military service.
- 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. TERMINAL LEAVE In appreciation for twelve (12) continuous years of regular employment under contract to the school district, a maximum severance payment of \$750. (\$10. per day for each unused sick day accumulated over sixty (60) days) will be paid to the teacher who retires from employ of the school district and who dwaws immediate monetary retirement benefits from the Michigan Public School Employees Retirement Fund.
- E. 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.
- F. Teachers employed after the beginning of the school year shall have their salary based on the remaining "Days Teachers' Paid" (see School Calendar).
- G. Teachers under contract who do not work full time shall be entitled to the following benefits (and no others) on the following basis: less that half time no benefits; half time half benefits; more than half time full benefits.

Health Insurance, Sick Days, Personal Business Days, Special Leave Days, Salary Credit.

- H. Graduate work at an accrediated college or university will entitle a teacher additional compensation after the accumulation of thirty (30) semester hours, or equivalent (45 term hours, beyond the Masters degree.
  - 1. All of the post Masters work must be accepted by a college or university which is accrediated by North Central or a similar association.
  - 2. Application for this increment will be made through the Superintendent of Schools for review by an Evaluation Committee appointed jointly by the Superintendent and the Association. The Committee will consist of one principal and two classroom teachers who will advise the Superintendent.

- 3. Teachers who are not persuing a degree program must complete twenty (20) of the thirty (30) semester hours in their teaching field or assignment. The remaining ten (10) semester hours must be in a subject matter field which will be of benefit to the school district by helping the teacher to become a more effective teacher.
- 4. Teachers who are matriculating for a degree beyond the Masters may meet the requirements of this Section by following the approved program of the college or university in their teaching field or assignment.
- 5. The Committee will prepare a written report which will support the approval or disapproval of the application
- 6. Teachers who qualified prior to September 1970 and receive an approval by the Committee will receive the salary increment retroactive to September 1970.
- 7. The teacher whose application has been approved by the Superintendent will be placed on the Masters plus thirty (30) schedule as follows: the beginning of the school semester next following receipt of an appropriate transcript by the Board of Education.

#### ARTICLE XXIV

# INSURANCE PROTECTION

Beginning with the effective date of coverage the Board will pay the cost of hospital-medical-surgical insurance for teachers and dependents under the Blue Cross-Blue Shield MVF-1 Plan (Single, Two Person, or Family) or the equivalent cost of the Blue Cross-Blue Shield MVF-1 Plan toward MEA Super Med Plan for each employed teacher under contract who makes proper application to participate at the Central Administrative Office on forms as required by the Carrier, provided the teacher is considered to be a declared "Head of Household" and the major wage earner and not covered by a comparable health insurance program, or is a single subscriber who is not covered by a comparable 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 to pay 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. Upon written authorization by the teacher the Board will deduct from the teacher's paycheck and transmit to Blue Cross-Blue Shield or to MESSA premiums for additional options selected by the teacher or the additional health insurance premium cost for the MEA Super Med Plan.

- B. Changes in family status must be reported on appropriate forms of the Carrier to effect change in coverage.
- C. While in the employ of the Board, the Board will provide \$5,000. Group Term Life Insurance protection which shall be paid upon death of the teacher to the teacher's designated beneficiary. Insurance coverage to commence on or before November 1, 1970. Employees hired after the effective date of the policy will be covered effective the first day of the month following employment. Employees leaving employment with the school district after the effective date of the policy will be covered until the first day of the month following resignation. Employees will have the right to convert coverage when retiring or otherwise leaving employment with the school district, without physical certification as to insurability.

#### ARTICLE XXV

# SPECIAL AND STUDENT 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 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 maintence 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 conselors, 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 assult upon a teacher while performing his duties shall be promptly reported to the Board or its designated representative. The Board will approvide least coursely to confer

- B. Any case of assult 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 as to 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 as to 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

# PROFESSIONAL GRIEVANCE PROCEDURE

- A. Any teacher, or group of teachers, of the Association believing that there has been a violation of a specific artical or section of this Agreement shall 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 representatives 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 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 and 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 complete 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 15 of any year and strict adherence to the time limits may

soon thereafter as possible.

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 as

- L. Not withstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- M. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at each meeting with the aggrieved teacher after Level One.

#### ARTICLE XXVIII

#### 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 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. "Action" shall mean to accept the recommendations, to reject the recommendations, or to refer back to the Professional Steering Committee.

#### ARTICLE XXIX

#### NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties, shall be, upon consent of both parties, subject to professional negotiations between them from time to time during the period of this Agreement. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving 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 XXX

# 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 this 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 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 Agreement be used as a guide in future negotiations.

#### ARTICLE XXXI

#### DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 1970 and shall continue in effect for two years until June 30, 1972, with exception of the following Articles which will be reopened for negotiations for the 1971-'72 school year on or before May 1, 1971:

Article XXII - School Calendar

Article XXIII - Professional Compensation (Salary Schedule B and Schedule B2 items not on a percentage)

Article XXIV - Insurance Protection

Article XI - Accumulation of Sick Days

BOARD OF EDUCATION	EAST CHINA EDUCATION ASSOCIATION
H. S. C.	By an anti-contraction and the contraction of the second contraction is a second contraction of the second contraction of the
By Secretary	By

EAST CHINA TOWNSHIP SCHOOL DISTRICT #3 - SCHEDULE A
SCHOOL CALENDAR - 1970-71

Month	Days Pupils Present	Days Teachers Paid	Important Dates (inclusive)
August	0	1	Aug. 31 Pre-School Conference New Teachers
September	19	21	Sept. 162 Pre-School Conf.  New & Returning Teachers Sept. 7 Labor Day
October	22	22	
November	17	19	Nov Two days for Parent- Teacher Conf no classes Nov. 26 & 27 Thanksgiving
December	17	17	Dec. 24 - 31 Christmas Vacation
January	19	20	Jan. 22 Records Day-no classes End of Semester
February	20	20	
March	22	23	March 8 Parent-Teacher Conference and/or inservice-no classes
April	16	16	April 9 - 16 Easter Vacation
May	20	20	May 31 Memorial Day (Mon.)
June	8	9	June 11 Records Day-no classes School Closes
	180	188	

The daily rate of pay shall be determined on the basis of 188 days.

SCHEDULE B
TEACHER SALARY SCHEDULE - ]970-71

	B.A. OR B.S.	M.A. OR M.S.
0	\$7,825.	\$8,475.
1	8,175.	8,925.
2	8,575.	9,375.
3	8,975.	9,875.
14	9,425.	10,375.
5	9,875.	10,875.
6	10,325.	11,375.
7	.10,775.	11,875.
8	11,275.	12,375.
9	11,775.	12,875.
10	12,275.	13,375.

\* M.A. Degree + 30 Semester Hours \$400. Additional \* See Article X

# NURSES SALARY SCHEDULE

	R.N.
0	5,500.
1	5,800.
2	6,150.
3	6,500.
24	6,900.
5	7,200.

# SCHEDULE B1 - 1970-71

# Extra Pay for Coaching Duties - Based on B.S. & B.A. Schedule

Position	Percent	Use this schedule teaching schedule)		
Football - Varsity	9%	terms of credit for		
Assistant	6%	Y		
J.V.	6%	Years of experience		
9TH grade	5%	in assignment	\$7,825.	Step 1
Basketball-Varsity	9%		8,175.	
		1 2	8,575.	2
Varsity Ass'				7
g J.V.	6%	3	8,975.	-
9TH grade	5%	4	9,425.	5
8TH grade	48	5	9,875.	6
7TH grade	48	6	10,325.	7
		7	10,775.	
Baseball - Varsity	6.5%	8	11,275.	9
Assistant	48	9	11,775.	10
		10	12,275.	11
Track - Varsity	6.5%			
Assistant	48			
Jr. High	48	Full credit up to outside varsity ex		
Gymnastics - Varsity	7%	teaching schedule) J.V., Assistant, o	; 1/2 cred:	it for
Golf - Varsity	5%	ience; whether her to a maximum of se		
Tennis - Varsity	5%			
Wrestling - Varsity	6%			
wiesting - varsity	0/3			
Cross Country - Varsity	4%			

# 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 - 1970-71

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

Position	Percent	Use this schedule (	
Audio-Visual	7%	teaching schedule) terms of credit for	
Band-High School	5%	Years of experience in assignment	Base Step
Cheerleaders High School	3%	Common deliber in a god from a common and a common more required in a common and a	\$7,825.
Debate-High School	3%	1 2 3	8,175. 2 8,575. 3 8,975. 4
Dramatics	3%	4 5	9,475. 5 9,875. 6
Forensics High School	3%	6	10,325. 7 10,775. 8
Intramurals	20.4	8 9	11,275. 9 11,775. 10
High School Intermediate Elementary	3%/sem. 3%/sem. 3%/sem.	10	12,275. 11
Plays-Senior	3%	Credit for extra du	
Junior Intermediate	3% 2%	in teaching schedul credit up to seven	e, i.e., full (7) years for
School Paper Secondary	48	outside experience Assignments.	in Extra
School Yearbook High School	5%		
Student Council	30		
High School Intermediate	2% 2%		

Senior Class Sponsorship 3% total\* Junior Class Sponsorship 3% total\*

\* The total sum may be divided among co-advisors.

Driver Education \$6.25/ hr.

Co-ordinator 20 additional hours paid

Dances, ticket taking, supervision at athletic events, timekeeper and scorekeeper will be paid \$8.00 per activity.

1971-72 Charges East China 6

#### SCHEDULE B

# TEACHER SAIARY SCHEDULE -- 1971-72

	1971-72	Changes	) East
LAROR AND INCHISCOURS LIBRAY	TEACHER SALAR	CHEDULE B Y SCHEDULE 1971	-72
LAND RELATION State	Years of Experience Allowed	B.A. or B.S.	M.A. or M.S.
Mich	0	\$ 8,375	\$ 9,125
	1	8,775	9,550
	2	9,200	10,000
	3	9,650	10,475
	4	10,125	10,975
	5	10,600	11,500
	6	11,100	12,050
	7	11,625	12,625
	8	12,150	13,200
	9	12,675	13,800
	10	13,225	14,425

M.A. Degree + 30 Semester Hours: \$400.00 additional (See Article XXIII)

# NURSES SALARY SCHEDULE

Step	Salary
0	\$5,675
1	6,000
2	6,350
3	6,700
4	7,150
5	7,500

ADDENDUM #2 TO THE MASTER CONTRACT BETWEEN THE EAST CHINA TOWNSHIP BOARD OF EDUCATION AND THE EAST CHINA EDUCATION ASSOCIATION FOR THE PERIOD 7/1/70 - 6/30/72

#### 1. CHANGES TO SCHEDULE B1:

- a. Cross Country Varsity 5%
- b. Use 1971-72 B.A. & B.S. Schedule as base in determining "Extra Pay".

#### 2. CHANGES TO SCHEDULE B2:

- a. Driver Education \$6.50/hour Co-ordinator 30 additional hours paid
  - b. Dances, ticket taking, supervision at athletic events, timekeeper, and scorekeeper will be paid \$9.00 per activity.
  - c. Use 1971-72 B.A. & B.S. Schedule as <u>base</u> in determining "Extra Pay" for positions. Figured on a percentage basis.

#### 3. CHANGES TO ADDENDUM: (ARTICLE XXIV)

- a. First sentence of new C to read The Board will pay the premium for Group Term Life Insurance protection in the face amount of \$10,000 per each teacher under a group policy with a Carrier selected by the Board.
- b. Add after C.3. The Board will pay the premium for an additional \$5,000 (face amount) Group Term Life Insurance for each teacher for whom the Board does not pay any premium for any form of hospitalmedical-surgical insurance.

EAST CHINA BOARD OF EDUCATION	EAST CHINA EDUCATION ASSOCIATION
Ву	Ву
President	President
Ву	Ву
Secretary	Secretary

ADDENDUM #3 TO THE MASTER CONTRACT BETWEEN THE EAST CHINA TOWNSHIP BOARD OF EDUCATION AND THE EAST CHINA EDUCATION ASSOCIATION FOR THE PERIOD OF 7/1/70 - 6/30/72

ARTICLE V, A - add

The full-time 6th grade teachers who are on a modified school day shall have the following hours:

First Session Teachers

8:00 a.m. - 2:15 p.m.

Second Session Teachers 10:45 a.m. - 5:00 p.m.

EAST CHINA BOARD OF EDUCATION

EAST CHINA EDUCATION ASSOCIATION