

7190

8/25/94

AGREEMENT

BETWEEN

EAST CHINA TOWNSHIP SCHOOL DISTRICT

and

EAST CHINA EDUCATION ASSOCIATION

represented by the

ST. CLAIR COUNTY EDUCATION ASSOCIATION, MEA/NEA

covering the period

from

August 26, 1991

to

August 25, 1994

East China Township Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

RESEARCH DEPT
DEC 19 1991

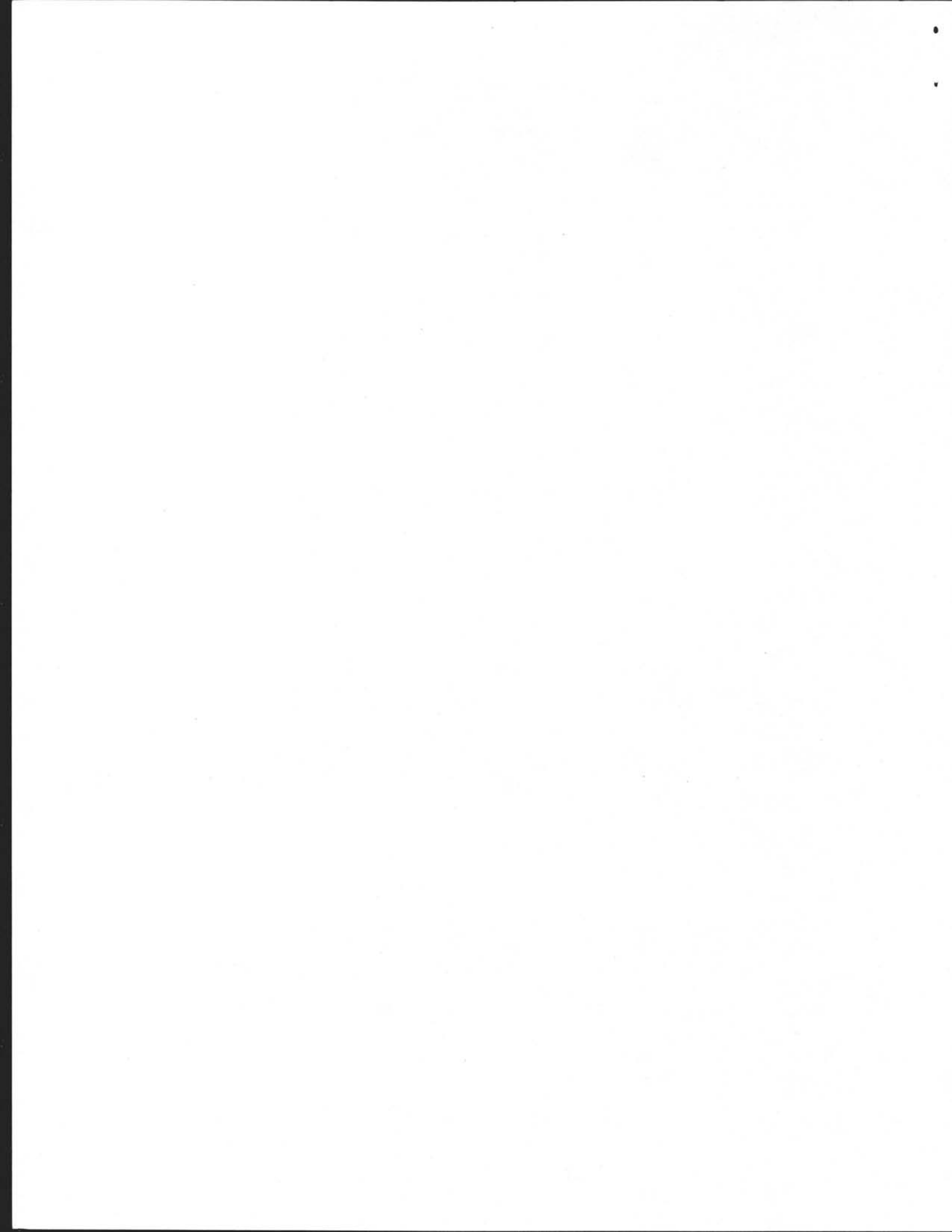
RESEARCH DEPT
DEC 19 1991

T A B L E O F C O N T E N T S

PREAMBLE	1
ARTICLE I	Recognition 1
ARTICLE II	Association and Teacher Rights 2
ARTICLE III	Rights of the Board 4
ARTICLE IV	Professional Dues or Fees & Payroll Deductions 5
ARTICLE V	Teachers' Hours 7
ARTICLE VI	Special Student Program 9
ARTICLE VII	Teaching Conditions and Class Load 10
ARTICLE VIII	Teacher Qualifications and Assignments 12
ARTICLE IX	Vacancies, Promotions and Transfers 14
ARTICLE X	Illness and Disability 15
ARTICLE XI	Special Leave Days 16
ARTICLE XII	Sabbatical Leave Policy 18
ARTICLE XIII	Leave of Absence 18
ARTICLE XIV	Teacher Evaluation 21
ARTICLE XV	Academic Freedom 22
ARTICLE XVI	Professional Behavior 22
ARTICLE XVII	Professional Improvement 23
ARTICLE XVIII	Nonteaching Duties 23
ARTICLE XIX	Layoff and Recall 24
ARTICLE XX	Continuity of Operations 28
ARTICLE XXI	School Calendar 29
ARTICLE XXII	Teacher Compensation 29
ARTICLE XXIII	Insurance Protection 33
ARTICLE XXIV	Special and Student Teaching Assignments 35
ARTICLE XXV	Student Discipline and Teacher Protection 35
ARTICLE XXVI	Professional Grievance Procedure 36
ARTICLE XXVII	Superintendent's Advisory Council 39
ARTICLE XXVIII	Negotiation Procedures 39
ARTICLE XXIX	Exclusion of Tenure in Position 40
ARTICLE XXX	Miscellaneous Provisions 40
ARTICLE XXXI	Duration of Agreement 41
ARTICLE XXXII	Annexations & Consolidations of Districts 42

APPENDICES

Sched. A1	School Calendar 91-92	Schedule D	Probationary Contract
Sched. A2	School Calendar 92-93	Schedule E	Continuing Contract
Sched. A3	School Calendar 93-94	Schedule F	Grievance Form
Sched. B1	Extra Pay-Coaching	Schedule G	Communication Form
Sched. B2	Extra Pay-Assign.	Schedule H	Performance Record
Sched. C1	Salary Schedule 91-92	Schedule I	Teacher Evaluation
Sched. C2	Salary Schedule 92-93	Schedule J	Administrative Guide- lines for Professional Staff Evaluation
Sched. C3	Salary Schedule 93-94	Schedule K	Early Retire. Incent.



AGREEMENT

THIS AGREEMENT, entered into this 3rd day of December, 1990, by and between the SCHOOL DISTRICT OF EAST CHINA TOWNSHIP PUBLIC SCHOOLS, Marine City, Michigan, hereinafter called the "Board" and the EAST CHINA EDUCATION ASSOCIATION, hereinafter called the "Association," represented by the St. Clair County Education Association MEA/NEA.

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 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 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 St. Clair County Education Association MEA/NEA for the EAST CHINA EDUCATION ASSOCIATION as the exclusive and sole bargaining representative as defined in Section II of Act 379, Public Act of 1965, for all regular full-time and regular part-time classroom teachers, nurses, counselors, diagnosticians, social workers, school psychologists and librarians, relating to Grades K-12 employed under annual or continuing contract by the East China

Township School District #3 Board of Education excluding: Superintendent, Assistant Superintendent, Directors of Curriculum, Director of Personnel, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education, Director of Special Education, Deans of Students, Athletic Directors, Title I Director, substitute teachers, reading directors, instructional aides, clerical personnel, para-professionals and full or part-time executive, administrative and supervisory personnel and all other employees not specifically included in the unit. 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 St. Clair County Education Association MEA/NEA for the duration of this Agreement.

C. If any person is a part-time teacher and a part-time administrator, the person will not perform administrative duties during the time the person is actually teaching classes, except in emergency situations.

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 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 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. Any violation of this paragraph may be processed through the grievance procedure through Level Two of the grievance procedure. It may then be referred to the Michigan Employment Relations Commission. Only if the Michigan Employment Relations Commission refuses to take jurisdiction of the matter may such a matter be referred to arbitration.

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 relative to maintenance charges as apply to other local organizations; provided such meetings shall not interfere with other regular scheduled activities and provided the principals 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 shall make available to the Association, upon its reasonable requests, such statistics or financial information in the possession of the Board as are relevant for the negotiation of collective bargaining agreements succeeding this agreement or as are relevant to processing any grievance. The Board will also furnish non-confidential information, data and material it has in its possession to the Association for other programs relevant to teachers and their students. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled; provided the Association may at its expense make such compilation. Original records of the foregoing specified information are to be examined only at the office of the Board. If the Association requests copies of any such material, then the Association agrees to reimburse the Board for actual extra expense incurred in furnishing such copies.

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 Recommendation" 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 thereof, shall not be grounds for any discipline or discrimination. Except for conduct that violates generally accepted conduct and/or moral standards of a professional person, the private or personal life of any teacher is not an appropriate matter for the 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. Membership in the Association shall be open to all teachers regardless of race, creed, sex and marital status or national origin.

I. The Board shall provide the Association with one copy of the Board Policies, Rules and Regulations for each school building and two (2) copies for the Association.

J. The EAST CHINA EDUCATION ASSOCIATION shall have the sole authority and responsibility to administer the provisions of this Agreement on a day-to-day basis on behalf of its membership.

K. When a verbal or written complaint is received from another administrator, parent, teacher, or students, by a supervisor, directed against a teacher(s) that said supervisor feels could affect a teachers' formal evaluation, said teacher(s) shall be notified within five (5) school days of the complaint's substance. The teacher(s) involved have ten (10) school days from receipt of notification to request a meeting with the complainant(s), the supervisor, the Superintendent or his designee, and an Association representative. No data shall be entered into the teacher's personnel file regarding the complaint unless the teacher is given the opportunity to sign said statement. The supervisor shall provide the Association building representative with a copy of the statement and then place the statement in the teacher's personnel file. The teacher will be provided the opportunity to submit a rebuttal to the supervisor's statement. Unless the complaint is processed as per this section, the substance of the complaint will not appear on the teacher's formal evaluation.

ARTICLE III

RIGHTS OF THE BOARD

Except as otherwise provided in this Agreement, which any other specific provision shall control, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities;
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, and the duties, responsibilities and assignments of teachers with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board in its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. As a condition of continued employment, all teachers shall:
1. If members of the Association as of the start of the school year, either (a) continue to be members of the Association and pay to the Association membership dues and assessments (including the National and Michigan Education Associations), or (b) pay to the Association a service fee equivalent to regular dues and assessments of the Association (including the National and Michigan Education Associations);
 2. If a new employee, within thirty (30) days of commencement of employment either (a) becomes a member of the Association and pay to the Association membership dues and assessments (including the National and Michigan Education Associations), or (b) pays to the Association a service fee.

Teachers may pay the above mentioned dues and assessments or service fee directly to the Association, or sign and deliver to the Board an assessment authorizing deduction of the above mentioned dues and assessments or service fee from the payroll checks of the teacher. Authorizations should be signed within thirty (30) days of commencement of employment or 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 pro-rated to complete payments by the following June. Such authorizations shall continue in effect unless there is a change in dues assessments amount or unless subsequent to June 1st and prior to September 1st 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 dues deduction will be taken out in equal monthly installments after authorization(s) is received.

Any teacher commencing employment after the start of the school year or working less than full time shall have his/her dues determined by Association policy. A copy of this policy shall be made available to the Administration and may be obtained by any teacher from the Association.

B. Service Fee Payers - Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

C. Non-Payment of Dues or Service Fees - If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

D. 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 for any action taken or not taken by the Board 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. If the Association fails to make prompt reimbursement, the Board shall be entitled, in addition to any other legal remedies, to apply to such indebtedness of the Association to the Board, until paid in full, all dues, assessments and representation 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 such action or proceeding and shall be liable for all costs of appeal including judgments that may be rendered.

F. The Association has the right 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 requests 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:

Elementary 8:10 a.m. - 3:30 p.m.
(Mondays - 4:10 p.m.)

Secondary 7:30 a.m. - 2:50 p.m.
(Mondays - 3:30 p.m.)

The above teachers' hours may be altered in order to meet the bus schedules and/or modified school days.

B. A maximum of eighteen (18) Mondays per school year 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 building representative and principal. The Association will encourage teachers to attend Mothers' Club activities and open houses and such attendance shall be without compensation, except as otherwise set forth in Schedules B1 and B2 of the Agreement. Parent-teacher conferences as set forth in the calendar may be held at night, at the option of the principal, and all teachers shall attend. No parent-teacher conferences will be held on a Friday night. If parent-teacher conferences are held at night, teachers will be granted released time on the days of the parent-teacher conferences during the regular school day equivalent to the time scheduled for the night session of the parent-teacher conferences. The Association will encourage probationary teachers to attend any meetings with the Secondary and/or Elementary Coordinators for in-service training, evaluation, or for other matters, which meetings may be scheduled during non-school hours. The Association will encourage teachers to attend curriculum meetings, department meetings, and grade level meetings outside the normal work day. The teachers will be allowed to leave at the end of their regular work day on the East China Education Association Monday meeting day as specified above. In addition, all teachers may be requested to voluntarily serve on at least one curriculum study committee beyond their regularly scheduled work day. These

curriculum study committee meetings may be held Tuesday through Thursday in addition to the Monday meetings. If no Monday meetings are scheduled, the teachers may leave at the regular time.

C. Within the above work day, teachers shall receive:

1. No less than a forty (40) minute uninterrupted duty-free lunch period (see Article V, D.4).
2. No less than fifty (50) minutes per day for consultation time. Consultation time shall be used for preparation of lesson plans, other preparation, individual meetings with principals and other administrators, occasional small group meetings with principals and other administrators, meetings with students, meetings with parents. Consultation time and preparation time, as used in the Agreement are synonymous.

D. Teachers shall not drive a bus or supervise students during the lunch period, except voluntary lunch supervision as provided in D.4 of this Article. Teachers shall continue to perform all supervisory duties they have performed in the past. The Association realizes that the Board is concerned about problems in the area of supervision. Therefore, the following procedure is adopted to attempt to solve any problem the Board may have in the area of supervision:

1. Each principal will meet with his staff to determine if a problem exists and to attempt to agree upon a mutually satisfactory solution.
2. If a mutually agreeable solution cannot be reached within any building, the Superintendent or Assistant Superintendent will meet with the Executive Board of the Association. These representatives will attempt to provide a solution. Any solution agreed to shall be binding.
3. If no solution is reached at the preceding step, both parties shall reduce their proposed solution to writing with the Board solution implemented temporarily. If the Association does not agree with the Board's implemented solution, the Association may use the grievance procedure.
4. Tenure teachers may volunteer for lunch supervision duty. The stipend per building, elementary and secondary, is \$350 per marking period. It is understood that hourly employed noon aides currently working on the date of ratification of this agreement, January 16, 1989, will not be laid off because of this provision.

E. When his/her students are receiving instruction by specialists in Art, Music, and Physical Education, the regular elementary classroom teacher will have "released" time. During this "released" time, the teacher will not be required to take another teacher's class. The "released" time will be used for lesson

preparation, working with his/her students who need special help, supervising his/her students who are not able to participate in the special areas of instruction, and meetings with the administration.

The Board agrees when specialists are not instructing elementary Art, Music, or Physical Education, said classes shall not be scheduled on a formal basis. The Association agrees regular elementary classroom teachers will use the media of Art, Music and Physical Education to enrich the curriculum of regular class instruction. The regular elementary teachers shall not be evaluated on the quality of Art, Music and Physical Education. The regular elementary teachers will work collectively in establishing grade level or multi-grade level instruction and/or curriculum materials in order for the students to receive comparable Art, Music and Physical Education experiences during the school years 1979-81. The intent is that the elementary teachers shall offer the Media of Art, Music and Physical Education to their students during the school year, per the provisions of ARTICLE V, Section E. The goal of the program(s) will be the teaching of basic skills in these areas.

F. The Board will give consideration with respect to restoration of all programs that have been eliminated as a result of financial reductions. In the restoration of programs, the Association, through the Superintendent's Advisory Council, will be given an opportunity to discuss and make recommendations before programs are restored. The decision of the Board will be final.

G. All teachers of music, art and physical education and librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with not less than fifty (50) minutes consultation time. 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.

H. A teacher engaged during the school day in participating in any professional grievance procedure, providing administrator involved agrees to meet, shall be released from regular duties without loss of salary. It is agreed that arbitration proceedings will be held after the teachers' hours of the teachers involved as grievants and witnesses.

I. The Board shall have the right to schedule up to four (4) in-service half days for teachers within the days students would normally attend classes, with input from the Superintendent's Advisory Council.

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 limits on class size shall be as follows:

GRADES K-2 - Maximum 29 students - payout over 25

GRADES 3-6 - Maximum 30 students - payout over 26

GRADES 7-12 - Maximum 32 students/class - payout over 145

Kindergarten teachers who teach two sections shall be counted as two teachers for the purposes of this ARTICLE.

B. 1. Except as set forth in C below, no regular classroom in Grades Kindergarten through 2 shall exceed twenty-nine (29) students per teacher, no regular classroom in Grades 3 through 6 shall exceed thirty (30) students per teacher, and no regular classroom in Grades 7 through 12 shall exceed thirty-two (32) students per teacher. Regular classroom teachers in Grades K-2 having more than 25 students shall be paid \$50.00 per semester per student for each student in excess of 25 remaining in their classroom after the 4th Friday of the semester, and regular classroom teachers in Grades 3-6 having more than 26 students shall be paid \$50.00 per semester per student for each student in excess of 26 remaining in their classroom after the 4th Friday of the semester.

a. At the sixth grade level, maximum class size is 30 students per class with overload payout based on average class over a five period day. Daily average will be rounded to the next highest whole number. This payout is based on an average of over 26 students.

2. No regular classroom teacher teaching five (5) classes per day will teach more than one hundred fifty-five (155) students per day. Except as set forth in Paragraph C below, regular secondary classroom teachers having more than one hundred forty-five (145) students per

day shall be paid \$50.00 per semester for each student in excess of 145 remaining in their classes after the 4th Friday of the semester. If a teacher works less than full-time, the class size limits will be prorated.

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 Association will appoint a representative in each building to work with the building principal in attempting to provide better library services in the elementary schools.

E. All teachers who teach more than half-time, shall have an uninterrupted, duty-free lunch period of no less than forty (40) minutes, except as provided in Article V, D.4.

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 for the teaching profession. The parties will confer regularly through the Superintendent's Advisory Council 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. 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. If problems arise as to other personnel using the lounge during the teachers' work day, the matter shall be brought to the attention of the principal who shall attempt to rectify the situation.

H. 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.

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

J. 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. After discussing the matter with the building principal, any teacher may notify the Association President, the Superintendent, or their designated representatives of any other matters relating to working conditions which the teacher believes will endanger the teacher's health or well-being. These matters

are subject to the grievance procedure through the Superintendent's level. The decision of the Superintendent is final, and not subject to arbitration.

K. Secondary teachers will be allowed five (5) calendar days after the end of the first three (3) marking periods to complete the grading and marking of student report cards.

L. Teachers in Grades 7-12 will be scheduled for no more than five (5) assigned class periods not to exceed 300 minutes per day of instructional time.

ARTICLE VIII

TEACHER 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 Bachelors' Degree from an accredited college or university except for the Elementary Intern Program teacher. The Board agrees that no more than three (3) Elementary Intern Program teachers shall be hired. No Elementary Intern Program teachers will be employed in the 1991-94 school years while teachers who are certified and qualified for the position are laid off from the East China School District.

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 building(s) and department(s) and/or grade level assignment for the fall semester of the forthcoming year no later than the first day of June and for the second semester before Christmas vacation. In the event that changes in such assignments are proposed, teachers affected shall be notified promptly thereof by the principal(s). 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, if any, 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 1st. When a supplementary contract is mailed to a teacher, 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 Schedules 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. This paragraph is subject to ARTICLE XIX. The teacher's work under the supplementary contract shall be evaluated within thirty (30) days after completion of said contract, including inventory and turning in of equipment.

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 tentative assignment no later than June 1st.

H. The discipline or discharge of a probationary certificated teacher shall be preceded by (a) the forwarding of a written explanation to the teacher; (b) the following of the evaluation procedures if the discipline or discharge is based on classroom teaching performance or instruction in a special area such as speech therapy; (c) a review of the non-confidential information in the teacher's personnel file with the teacher, his representative and the Director of Personnel; and (d) if a teacher is disciplined he may request a hearing before the Superintendent whose review of the matter shall be final and not subject to the grievance procedure; and (e) if a teacher is recommended for discharge he will be granted a hearing before the Board of Education, if he requests such a hearing, and the Board's decision of this matter shall be final and not subject to the grievance procedure.

I. Personnel Without Teaching Certification:

- a. All personnel without teaching certification shall serve a probationary period of two (2) years.
- b. All personnel without teaching certification shall be evaluated in accordance with ARTICLE XIV.
- c. Evaluation form(s) pertaining to each area of expertise shall be promulgated by the Board relating to a written job description. The Association will be given an opportunity to make recommendations pertaining to the evaluation form and job description before they are adopted.
- d. After serving their probationary period, personnel without teaching certification shall not be discharged without just cause.

J. A teacher assigned to special education may rotate his/her assignment with a general education teacher, if both people involved are certified and qualified for the positions. This rotation must be requested by April 1 for the following school year, and have the Superintendent's approval. Rotation must involve two teachers who will return to their original positions after two years, unless both agree to make the change a permanent one.

ARTICLE IX

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 a 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 a vacancy in any professionally certified 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 school building for at least ten (10) calendar days.

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 Paragraph 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. The decision of the Board is final when it involves a position outside the bargaining unit. Transfer requests for vacancies which occur between July 1st and the start of the school year shall be made to the Personnel Office in writing by July 1st. Vacancies which occur between July 1st and the beginning of school may be filled immediately either by transfer or by a new hire, and the ten (10) day period set forth herein is hereby waived for this period.

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. Before there is an involuntary transfer of a teacher, the principal and/or superintendent will discuss the transfer with the teacher and review the reason(s) for said transfer. The involuntary transfer of a teacher shall not be arbitrary or capricious.

F. 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 X

ILLNESS AND DISABILITY

A. Sick days without loss of pay shall accrue at the rate of one and three-tenths (1-3/10ths) days per month or thirteen (13) days per year for all teachers, except teachers in their first year of employment in the School District shall accrue sick days at the rate of one and one-half (1-1/2) days per month or fifteen (15) days per year. The maximum aggregate accumulation shall be two hundred forty-eight (248) 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 physical disability 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, at least three (3) days of which shall be between the time of death to and including the day of the funeral except in the case of parent, spouse or child. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law and grandparent.
3. Three (3) days to make arrangements for medical or nursing care for serious 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 Workers' Compensation Law, the Board will pay the difference between the amount paid or payable pursuant to the Act and the teacher's accumulated sick days. The Board's maximum liability under this section shall be the salary amount of the teacher's accumulated sick days at the teacher's rate of pay at the time of the claim.

C. A doctor's certificate may be required in case of absence due to injury, physical disability or personal illness for three (3) successive days or more of habitual absence. In the case of absence due to any of the above for ten (10) consecutive school days or more, or in the case of habitual absences, the Board may require verification from a physician designated by the Board, in which case the Board shall pay for said physician's services.

ARTICLE XI

SPECIAL LEAVE DAYS

- A. 1. SPECIAL LEAVE DAYS - WITHOUT LOSS OF PAY - A maximum of two (2) special leave 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. Special leave days are intended to cover matters relating to significant business transactions involving the teacher, significant family events and professional obligations. These days may be used for, by way of example but not limitation, court appearances, attending graduation exercise of immediate family, attending funerals of relatives and close personal friends, attending to legal and banking matters that cannot be taken up outside the school day, attending unusual family gatherings such as the swearing in of a relative to a political or judicial office, appearance to support a relative in a state wide contest, pre-retirement meeting, attendance at a wedding of a friend or relative, travel of a significant distance to attend a family anniversary or reunion. Said days may be taken 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 special leave day(s) will be available in the school offices and approval of a Central Office Administrator is required before the absence is approved without loss of pay under this paragraph. Except for funerals of relatives and close personal friends, the last working day before or the first working day after a holiday or vacation will not be recognized by the Board as a special leave day. Special leave days will not be permitted for the purposes of personal pleasure such as travel, hunting, skiing, sports events, extended vacations or for gainful employment. Routine doctor and dentist appointments are to be scheduled on the teacher's personal time. Emergency doctor and dentist appointments will be deducted from sick leave (ARTICLE X). The five (5) days advance notice is not required for funerals of relatives or close personal friends. It is understood that a teacher may request a special leave day to be taken the last working day before or the first working day after a holiday or vacation period that falls within the category of normally central office approved legitimate business and family obligations that cannot be met outside the regular school day. The Board agrees to consider such requests on an individual basis and the Association recognizes the Board's right to deny such requests. It is clearly understood that the granting or the not granting of these requests is at the sole discretion of the Board, and the Board's decision is not subject to the grievance procedure. No more than five (5) teachers shall be granted such leave at the same time. In the event the Director of Personnel denies use of

a special leave day, an aggrieved teacher may appeal to the Superintendent and/or Board Personnel Committee who may, at his/her discretion, permit the use of said day.

2. Teachers will be allowed to use one (1) additional special leave day without review, notwithstanding Paragraph A.1. However, this day without review will not be allowed the last working day before or the first working day after a holiday or vacation period, on a parent-teacher conference day, or on a semester records day. No more than a total of five (5) teachers district-wide may be granted such leave on the same day. If more than five (5) teachers apply, then the approval will be based on the order of receipt. The five (5) day advance notice is also required for the requests for leave day without review.

B. SPECIAL LEAVE DAYS - WITH LOSS OF PAY: 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 administration and requests for such approval must be submitted to the administration and requests for such approval must be submitted to the administration seven (7) days in advance of the date of the requested absence. The decision of the administration and/or Board is final and not reviewable in any manner in regard to the granting of additional days over the five (5) allowed. Notwithstanding the above, not more than seven (7) teachers shall be on such leave at the same time without the consent of the Board.

C. A total of not to exceed thirty-five (35) days may be used by the Association for professional and Association business, of which ten (10) shall be without loss of pay and without cost to the Association and the remaining up to twenty-five (25) additional days may be purchased by the Association for Association business at the current teacher substitutes' rate, and these days shall be used for professional Association business by elected or appointed representatives. The President shall notify the Board at least three (3) days in advance of the day(s) to be used.

D. JURY DUTY - If called for jury duty, teachers shall use their best efforts to have this duty postponed until a time when school is not in session. If this cannot be done, a teacher who serves on jury duty will be paid the difference between his pay for jury duty and his regular salary for any school days not worked because of jury duty.

E. If any teacher is subpoenaed in connection with any criminal case in which the Board of Education or the Association is not a party, a teacher shall be paid the difference between the money he receives and his regular salary for school days not worked because of being so subpoenaed.

ARTICLE XII

SABBATICAL LEAVE POLICY

The Board has a Sabbatical Leave policy, a copy of which is available at the Board's Central Administrative Office. Notwithstanding any other provision of this ARTICLE, the Association agrees that the granting or not granting of sabbatical leave is at the discretion of the Board and is not subject to the grievance procedure.

ARTICLE XIII

LEAVE OF ABSENCE

- A. Leave of absence, without pay, fringe benefits or salary credit.
1. PERSONAL ILLNESS - (Pregnancy, Illness, Disability or Maternity). Any teacher shall be granted a leave of absence for such times as is necessary for complete recovery from such illness. Anything to the contrary of this Agreement notwithstanding, but subject to the approval of the Carrier, a teacher on personal illness leave will be covered under the Group Term Life Insurance Policy referred to in ARTICLE XXIII, Paragraph C, for a period of one (1) year under the commencement of his/her approved illness leave.
 2. CHILD CARE LEAVE OR MATERNITY LEAVE. A child care or maternity leave may be taken by a teacher. The Board shall grant such leave to a teacher with one (1) or more years of service in the District. The leave may be granted for the succeeding school year if requested on or before April 1st of the previous school year. The teacher on leave shall indicate her intention of returning by April 1st, or request an additional year's leave. Teachers may request child care or maternity leave for a total of up to three (3) years.
 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 (1) year, except the Board may grant approval for additional years upon proper request.
 4. PROFESSIONAL GROWTH LEAVE. A leave of absence shall be granted for alternative employment, study or exchange teaching and other personal reasons.
 5. The Board may grant additional leaves at any time at its sole discretion.

B. Leave of absence, without pay or fringe benefits but with salary credit.

1. PEACE OR TEACHERS 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 (1) year, except that 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 M.E.A. or N.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 two (2) years.
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 (3) months beyond their honorable discharge date. A dishonorable discharge from above service does not obligate the Board for future employment.

C. MISCELLANEOUS PROVISIONS PERTAINING TO PARAGRAPHS A AND B

1. The Board may require the return to employment from all leaves set forth in this ARTICLE be at the beginning of a semester or the beginning of a school year.
2. In any case, where the Board feels the teacher may be disabled, the teacher shall furnish the Board with a certificate from his/her personal physician that he/she can continue to teach without danger to his/her health and well-being. Any teacher who does not furnish this certificate may be placed on leave.
3. Any teacher returning from illness or disability leave shall furnish the Board with a certificate from the teacher's personal physician that the teacher may resume active employment as a teacher without danger to the teacher's health and well-being.
4. Any teacher may return early from leave if there is a vacancy open that the Board believes the teacher on leave is qualified to fill.
5. Any teacher on leave or on layoff, upon request shall be allowed to purchase hospitalization insurance under the group plan at the cost to the District if this is agreeable to the insurance Carrier and if the teacher makes the premiums available in a manner specified by the Superintendent.
6. A tenure teacher will continue to receive seniority credit during approved leaves up to a maximum of two (2) years cumulatively.

Seniority credit for leaves takes effect August 26, 1981 and no retroactive seniority credit will be granted. The change in seniority accumulation from three (3) to two (2) years will be applied to all leaves beginning after August 26, 1985.

7. Upon expiration of the leave, a teacher shall be returned to an open position for which he/she is certified and qualified. If no such position is open, the teacher shall be returned to a teaching position for which he is certified and qualified in accordance with the layoff and recall provisions of ARTICLE XIX. If the teacher cannot be returned based on seniority and qualifications, the teacher shall be given layoff notice.
8. There is no guarantee of a multi-year leave except for military service or M.E.A. or N.E.A. elected offices (B.2.).
9. Except for illness, maternity or child care leave, the request for such leave must be submitted to the Board by March 1 in order for the leave to be approved for the succeeding school year.
10. ILLNESS OR CHILD CARE LEAVE. The teacher shall return to the same position unless said position no longer exists or that returning to that same position would cause an unnecessary layoff. If the position no longer exists, the teacher shall be returned by seniority certification and qualifications in accordance with ARTICLE XIX. The return to the same position only applies to the first year of leave. The right to return to the same position is not intended to protect the teacher who would otherwise have been laid off under the provisions of ARTICLE XIX.

ARTICLE XIV

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 before October 4th; the second and third to be more formal and reported in writing on or before December 6th and on or before January 31st; the fourth evaluation is to be written and shall be on or before March 14th. Tenure teachers shall receive at least one (1) evaluation by May 1.

B. All informal observations of the performance of a teacher during regular teachers' hours shall be done with full knowledge of the teacher. All incidents, behaviors or events, except those observed as part of formal evaluations, prior to said formal evaluations, shall be recorded on the Employee's Performance Record, signed by both the supervisor and teacher, when such occurrences could detract from the teacher's formal evaluation, resulting in negative comments on such formal evaluations. The supervisor shall include no negative comments on a formal

evaluation observed outside the formal evaluation, as defined in Sections A and D of this ARTICLE, if this information does not appear on the Employee's Performance Record. The supervisor shall present in writing to any teacher negatively evaluated specific remedial procedures to correct said matter. The Employee's Performance Record is a supervisor's working record. Teachers have the right to place material on the Employee's Performance Record with teacher and supervisor signatures. Signatures simply recognize data has been entered and does not signify agreement.

C. 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. Teachers who work in more than one building shall not be formally evaluated in a building in which he teaches only one (1) class period.

D. All formal 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. Advance one (1) day notice shall be given to the teacher.

E. One personal interview is to be held within ten (10) school days of the formal observation. Fifteen (15) school days after the formal observation one (1) written evaluation is to be signed and returned to the administration; the other to be signed and retained by the teacher. Signing of the evaluation form by the teacher shall indicate only that the teacher has seen the form and does not indicate that the teacher agrees with the evaluation. 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 criteria for evaluating professional growth as set forth in the evaluation form and in instructions thereto. The form shall be attached to the Master Agreement.

F. 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 will 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 therefore in writing.

G. All teachers shall be able to use the Western Michigan University Student Evaluation form in at least one of their classes once every other year.

H. Each teacher shall have the right upon request to review the contents of his own personnel file. The Board shall upon request provide copies of material in the teacher's personnel file to the teacher at the Board's expense with the exception of credentials supplied through university sources. University credentials shall be maintained in teacher's file only if he or she so desires. Periodically, a teacher's personnel file may be updated and outdated materials removed upon joint agreement of the Board and the teacher. A representative of the Association may, at the

teacher's request, accompany the teacher in any reviews of his file. 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. Any material pertinent to evaluation shall be signed by the teacher before being placed in the personnel file. If teacher refuses to sign for such material, the material will be placed in the teacher's file with the teacher's knowledge, and in such an event a statement signed by the teacher's Association Representative and the Board Representative shall be attached to the evaluation form. Such signature shall show knowledge of placement of the material in the file and shall not indicate agreement with said material. No teacher shall be reduced in rank, disciplined, or terminated without such action being documented and shown by placement in the personnel file.

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, so long as such actions are in accord with responsible professional behavior.

ARTICLE XVI

PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with rules, regulations and directions adopted from time to time by the Board or its representatives which are not inconsistent with the provisions of the Agreement.

B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in a 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. Nothing

herein shall prevent the Board from taking disciplinary action against any teacher in cases of violation of professional behavior.

C. A teacher, if the teacher so requests, 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. The Association agrees that a teacher shall request an Association representative when the teacher believes the matter to be a serious one.

ARTICLE XVII

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 XVIII

NONTEACHING DUTIES

A. Teachers' duty of a secretarial and administrative nature shall remain substantially the same for the 1991-94 school years as for the 1987-91 school years. However, teachers will perform any new such duties if assigned them but may refer the matter to the Superintendent's Advisory Council which shall make a recommendation to the Board on whether such new duties shall be continued. The decision of the Board shall be final.

B. If an administrator is absent for two (2) consecutive days or more and a teacher is asked to perform said administrator's duties, a substitute teacher shall be called in to replace the teacher while the teacher is substituting for the administrator. The teacher performing administrative duties shall be provided the same protections normally provided to the administrator. If a teacher takes such an

assignment, said teacher will receive forty dollars (\$40.00) per day for each day serving in such capacity.

ARTICLE XIX

LAYOFF AND RECALL

A. The Association recognizes the Board's authority and responsibility to operate the School District effectively and efficiently within the bounds of certain financial and legal restraints and the Board's legal charge to adopt, maintain, and modify programs and to determine the number of staff needed for such programs. The decision of the Board on program and number of staff is final and not subject to the grievance procedure. The Administration will compile a list of teachers showing seniority and certification including majors and minors (or twenty (20) semester hours in the subject area for Grades 7-9). Said seniority list will be posted in all schools and two copies given to the Association President. Teachers shall be responsible to communicate any errors in writing to the Personnel Department within ten (10) work days. Thereafter, seniority list will be conclusive, except if certification is changed or supplemented, teachers will be responsible to promptly notify the Personnel Office in writing and provide necessary written evidence of change in certification or such changes will not be considered in layoff determination. If seniority is equal, a teacher's position on the seniority list shall be determined by drawing-by-lot. Seniority shall be time in the bargaining unit district wide and not time in classification or department. Seniority shall commence at the time active work commences, and for all teachers and administrators who start work at the beginning of the school year on or about September 1, seniority starting date shall be the same.

B. Prior to finalizing the reduction of staff, the Superintendent will meet with the Association to discuss procedures for implementation for the proposed reduction. The following information will be provided by the Superintendent:

1. A seniority list showing district wide seniority within the bargaining unit.
2. Information on attrition during past year and projected attrition for next school year.

C. In reducing the staff, the Superintendent shall meet with the Association to identify affected teachers in accordance with the following procedures:

1. The following classifications shall be established effective August 26, 1991:
 - a. Elementary Grades K-6
 - b. Secondary Grades 7-8 by department

- c. Secondary Grades 9-12 by department
 - d. Special areas as defined below:
 - 1. Art Grades 1-5
 - 2. Music Grades 1-5
 - 3. Physical Education Grades 1-5
 - 4. Counseling Grades 1-12
 - 5. Library Grades 1-12
 - 6. Special Education Grades 1-12
2. Any reduction in staff made in the above classifications will be accomplished as follows:
- a. The teacher with the least amount of district seniority in a classification in the elementary or special areas or in a department within the classification in (b) and (c) where layoff is to occur will be identified for layoff.
 - b. The identified teacher, provided the teacher has more seniority, may exercise his/her right to bump the lowest seniority teacher in another classification as follows:
 - 1. Classification: (a) if he/she is certified.
 - 2. Classification: (b) if he/she is certified and has a major or minor in the subject matter or twenty (20) semester hours in the subject area.
 - 3. Classification: (c) if he/she is certified and has a major or minor in the subject matter.
 - 4. Classification: (d) if he/she is certified and has a specific endorsement in the special area.
 - c. A tenure teacher has the right to bump a more senior probationary teacher if said tenure teacher meets the certification and qualifications for the position. In the event this paragraph is found to be contrary to law, it shall be null and void. The Board and Association shall meet to renegotiate this paragraph.
3. Any teacher who is identified and unable to bump another teacher shall be laid off.
4. The identified teachers will then be notified. The Administration will hold conferences with teachers laid off explaining procedure, which conferences need not be held during time school is in session.

Thereafter, if the Administration is not notified in writing by a teacher to be laid off that the procedure has been incorrectly applied as to said teacher and the reasons therefore within ten (10) calendar days, the decision will be final and not subject to the grievance procedure.

D. After a teacher is notified that he/she is to be laid off and upon request of the teacher, the Board shall advise him/her of possible future job openings.

E. The Board shall notify all districts in the County of the layoff and that affected teachers are available for employment.

F. When a vacancy occurs, teachers who have been laid off shall be re-employed by District seniority for the vacant positions provided they meet the employment requirements set forth herein. Teachers on leave who wish to return at the expiration of their leave will have same recall rights as those laid off if there is no vacant position to which they may return based on certification and qualifications.

G. The Board shall give each teacher notice of recall by certified mail with return receipt requested. The teacher must accept such recall in writing within fourteen (14) days of the mailing of said notice. If the teacher fails to accept the recall within the required time, the teacher shall be deemed to have terminated his employment with the District. The notice of recall shall be presumed conclusively to have been served upon the teacher if such notice is sent by certified mail postage fully prepaid, addressed to the teacher at the last address furnished by the teacher to the Board and such address receipted for in writing by a Board designee. The Board designee shall keep a record of such notices of recall which shall include the date of the actual deposit in a United States Postal Service box. In case of postal service interruption, an alternative verifiable means of service will be used. A copy of the notice of recall will be mailed to the E.C.E.A. President.

H. Exceptions to the above procedure may be made by mutual agreement of the Board and the Association to retain a teacher with more seniority who does not meet the criteria set forth herein.

I. Miscellaneous:

1. District seniority for the purposes of this ARTICLE means total service in the bargaining unit (or other districts which have now been consolidated with this District), whether continuous or not. Thus, if a teacher worked twenty (20) years in the District, quit, came back and worked five (5) years, the teacher's District seniority for this paragraph is twenty-five (25) years. Teachers who quit before or after August 26, 1981, and are rehired after August 26, 1981, shall lose all seniority credit for prior service.
2. Full seniority credit is given for teaching in Elementary Intern Program. This credit is given only if a teacher starts working under

a regular contract with the East China Schools (B.A. Degree minimum and fully certificated).

3. It is agreed that April 22 of each school year is the cutoff date for teachers getting their certifications up-to-date and the School District need not consider changes in certification or information on changes in certification received by the School District after this date for the purposes of layoff for the following school year. However, where teachers are laid off after April 22 and before July 1 and the teacher notifies the School District in writing, within fourteen (14) days of the layoff of specific additional certification they intend to obtain prior to the opening of school and who provide the School District with official written documentation of the attainment of the specific additional certification prior to the opening of school for the following year shall have said certification changes considered for the purpose of layoff and recall for said year.
 4. Tenure teachers on layoff after August 26, 1981, continue to accrue seniority for a cumulative total of three (3) years.
 5. All teachers having the same seniority will participate in a drawing-by-lot to determine their position on the seniority list by December 15, 1981. The Association president and the teachers affected will be notified in writing of the date, place and time of the drawing. The Association President or an Association representative will draw for affected teachers who are not in attendance. Future drawings will be held as necessary to break times in seniority for teachers. A teacher who loses time in seniority will be placed ahead of any teacher(s) who have the same seniority date.
- J. School nurses shall be laid off and recalled according to seniority.
- K. If a teacher is not given at least sixty (60) calendar days prior notice of layoff, said teacher will be considered in employment sixty (60) calendar days after receiving such notice and will be paid for the regularly scheduled teacher work days that may fall within this sixty (60) day calendar period. For example, if a teacher is notified on August 1 that he/she is laid off for the following school year and school starts the first day of September, the teacher will be given employment for the month of September and the layoff is effective October 1. Duties assigned such teacher shall be professional responsibilities such as substitute teaching, curriculum work or study and other like professional responsibilities as assigned by the Superintendent or his designee.

ARTICLE XX

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 have established 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 any strike, as defined by Section 1 of the Public Employment Relations Act, in or concerning the East China School District.

B. The procedure for publicly notifying teachers and students of school closing due to weather conditions shall be as follows:

1. The Superintendent shall make the decision to close no later than 6 a.m.
2. Once the decision to close has been made, the Administration will notify all building principals and will attempt to notify the following radio stations.

WJR in Detroit
WSMA in Marine City
WPHM in Port Huron
WHLS in Port Huron

3. Teachers should listen to the above radio stations to obtain the information. Building principals may also set up a fan-out call system within the building staff.

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 and shall suffer no loss of pay or leave time. 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 instructional or curricular duties while the building(s) is/are closed.

D. The Association agrees that the district shall be permitted to reschedule student attendance days when schools are closed due to inclement weather or other act of God in order to meet the 180 day requirement found in Section 101(3) of the School Aid Act. The decision whether to cancel a work day for said reasons shall be at the discretion of the District. Teachers will receive their regular pay for such days which are cancelled and shall work the rescheduled days with no additional

compensation. However, if the law is changed such that the District is not required to make up such days in order to meet the 180-day requirement, this paragraph shall not apply and the provisions of Paragraph C will apply and these days will not be rescheduled under Paragraph C.

E. Rescheduling of student instruction days shall occur as follows: Upon the cancellation of a student attendance day, the President of the Association shall meet with the Superintendent, or his designee, as soon as practicable but not later than seven (7) working days after returning to work for the purpose of discussing, in good faith, adjustments to the school calendar to make up such days. If said parties are unable to reach agreement on calendar adjustments within seven (7) working days of said meeting, the Board of Education shall, at its next meeting whether regular or special, determine the dates upon which said days of work shall be made up. In the event there is insufficient time prior to the end of the school year to conduct such meetings or for the Board to meet to determine the make-up dates, the rescheduled days shall be held on the last week day(s) immediately following the last day of pupil instruction.

ARTICLE XXI

SCHOOL CALENDAR

The 1991-92, 1992-93, and 1993-94 school calendars shall be as set forth in Schedules A1, A2, and A3. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association except as provided in ARTICLE XX, Paragraph E. These calendars shall reflect one hundred eighty-five (185) teacher days and one hundred eighty (180) student days.

ARTICLE XXII

TEACHER COMPENSATION

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

B. Newly employed teachers may be given up to seven (7) years credit for outside teaching experience at accredited institutions and one (1) additional year of credit for one or more years of active military service. Teachers previously employed by the District who resign from the District and are later re-employed may be given the same experience credit for prior teaching both within and without the District, but again, no more than a total of eight (8) years' credit.

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. There shall be no tenure in such extra duty assignment. The Board will prepare job descriptions for the extra duty assignments. There shall be one (1) yearly evaluation of performance not later than thirty (30) days after completion of the extra duty assignment. If the teacher does not agree with such evaluation, the teacher shall be entitled to a conference with the Superintendent or his representative, but evaluations and assignments are not subject to the grievance procedure.

D. SEVERANCE PAY - After ten (10) continuous years of regular employment under contract with the School District, the following severance payment will be made for each unused sick day accumulated over fifty (50) days: twenty dollars (\$20.00) per day with a maximum payment of three thousand nine hundred dollars (\$3,900).

In case of death while in the employ of the School District, the above payment shall be made to the beneficiary named by the teacher if the above qualifications are met. If no beneficiary is named, the payment will be made to the teacher's estate. It shall be the teacher's responsibility to fill out a beneficiary card (provided by the Board) at the Central Administration building.

E. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance mileage rate for approved travel based on the maximum allowable I. R. S. rate.

F. Teachers employed after the beginning of the school year shall have their salary based on the remaining "Days Teachers Paid" (see School Calendar). Credit for one-half step on the salary schedule will be given only if the teacher is paid for sixty-six and two-thirds (66 & 2/3rds) of the days to be taught per semester. Beginning with the 1981-82 school year, if the teacher is paid for sixty-six and two thirds (66 & 2/3rds) of the days to be taught during the whole school year, the teacher will be given credit for one step on the salary schedule. Allowance for advancement on the salary schedule is only given once per year at the beginning of the school year. A teacher who is granted a master's degree during the school year will be laterally transferred to the M.A. Salary Schedule the first working day following the completion of all requirements for the degree. However, any requirements for the M.A. Degree completed on or after June 1 will not be recognized for salary purposes until the first work day of the next school year and retroactive payment will not be made.

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 than half-time - no benefits; half-time - half benefits; more than half-time - full benefits:

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

In lieu of receiving one-half (1/2) the Board paid premium towards health insurance, a one-half time teacher may elect one (1) of the following options:

1. Full premium coverage for both the dental and vision plans; or
2. A Board paid tax shelter annuity of one hundred dollars (\$100.00) per month.

H. Teachers on the M.A. Schedule who have earned thirty (30) or more post M.A. graduate semester hours or equivalent at an accredited college or university shall receive additional compensation as set forth in Schedule C, provided all the following conditions are satisfied:

1. All of the post Masters work must be accepted by a college or university which is accredited by North Central or a similar association.
2. Teachers who are not pursuing 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.
3. Teachers who are matriculating for a degree beyond the Masters Degree may meet the requirements of this Section by following the approved program of the college or university in their teaching field or assignment.
4. The teacher will be placed on the Master plus thirty (30) schedule at the beginning of the school semester next following receipt of an appropriate transcript by the Board of Education.

I. The Board shall pay regular teachers in Secondary who teach classes during preparation period, provided (a) whether teachers are so used is at the option of the principal; (b) it is voluntary on the teachers' part; (c) pay is fifteen dollars (\$15.00); (d) principals shall attempt to equalize these assignments among teachers who wish to volunteer therefore among teachers in the same department and in the same building.

J. A secondary teacher not under contract who teaches less than full-time shall work and be paid ten (10) minutes of consultation time for each class period taught. This does not apply to substitute teachers.

K. After fifteen (15) years of teaching service in the East China School District, each teacher will receive longevity pay annually according to the following schedule:

Starting with the 16th year and through the 20th year - \$400 annually.

Starting with the 21st year and through the 25th year - \$600 annually.

Starting with the 26th year and thereafter - \$800 annually.

For each teacher who qualifies as of the previous June 30, the annual longevity payment will be made in the month of December.

L. JOB SHARING

1. A teacher who voluntarily shares a position or who accepts a part-time position will be allowed to return to a full-time position at the beginning of the next school year upon written request based on seniority, certification and qualifications. The following provisions will apply to this teacher(s):
 - a. Teachers shall receive their regular salary prorated for the percentage of time worked;
 - b. Fringe benefits in accordance with the Master Agreement;
 - c. Seniority accrual and qualifications for a salary step increase in accordance with the Master Agreement;
 - d. Union dues or representation fee in accordance with the Master Agreement;
 - e. If two teachers share a position and one member cannot complete the shared teaching assignment, the other team member may be assigned to a full-time position at the discretion of the Board.
2. In order to be considered for a part-time or shared position for the following school year, the teacher must notify the Board of Education by May 1. However, the prior notice may be waived in extenuating circumstances at the discretion of the Board.
3. The granting or not granting of requests for a shared position or a part-time position or an extension thereof is at the sole discretion of the Board of Education and not subject to the grievance procedure.

ARTICLE XXIII

INSURANCE PROTECTION

A. HEALTH INSURANCE - 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-II Plan (Single, Two Person, or Family), together with two dollar (\$2.00) deductible prescription drugs and OB Riders for each employed teacher under contract who makes proper application to participate in the Central Administrative Office on forms as required by the Carrier, provided the teacher is not covered by a comparable health insurance program. The Board will pay premium for Master Medical Rider Option 4. 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. Subscribers will be allowed to select health insurance Options F and S at their own expense through payroll deduction if not included in the base policy or otherwise provided. Upon written authorization by the teacher, the Board will deduct from the teacher's paycheck and transmit to Blue Cross/Blue Shield premiums for additional options selected by the teacher. The Board will add VST (voluntary sterilization) and FAE-RC (first aid emergency care) riders to the Blue Cross/Blue Shield MVF-II Plan effective February 1, 1982.

B. Changes in family status must be reported by the teacher on appropriate forms of the health insurance Carrier to effect change in coverage.

C. The Board will pay the premium for \$45,000 of Group Term Life Insurance protection for each teacher under a group policy with a Carrier selected by the Board. Subject to agreement by the Carrier, the policy will include the following privileges:

1. Teachers who start teaching after the effective date of the policy will be covered effective the first day of the month following active employment;
2. Teachers leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure;
3. Teachers will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

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 the premiums as set forth in this paragraph. The Group Term Life

Insurance described herein-before shall contain a double indemnity provision for accidental death.

D. The Board will pay the premium for long term disability insurance protection for each teacher under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing six (6) months after absence due to sickness or accident commences and shall not be more than sixty percent (60%) of base salary or two thousand dollars (\$2,000) per month, whichever is lesser. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

E. The Board will pay the premium for the Blue Cross/Blue Shield Comprehensive Group Dental Care Plan currently in effect including internal and external coordination of benefits. The Board will provide a dental plan with benefits not less than the Blue Cross/Blue Shield Plan (Rider CR-25-25-25, Rider CR-OS-50, Rider MBL \$1,000), (4 DEC 78).

F. Subject to approval by the Carrier, the Board shall continue to pay for health, dental, vision and term life insurance premiums for teachers retiring, resigning, going on leave or layoff as follows:

1. If the teacher leaves during the school year, until the end of the month they leave.
2. If the teacher leaves at the end of the school year, through August or until they are covered by another plan, whichever is earlier.

G. VISION INSURANCE. Upon proper written application, the Board will pay the premium (Single, Two-Person, or Family, whichever is applicable) for a vision plan with benefits no less than the Blue Cross/Blue Shield Vision Program A-80 which is currently in effect. The plan shall include internal and external coordination of benefits. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

H. TAX SHELTERED ANNUITY. The Board will pay monthly for a tax sheltered annuity of one hundred dollars (\$100.00) for each teacher for whom the Board does not pay any premium for the medical/hospital insurance described in ARTICLE XXIII-A if the teacher is covered by another medical/hospital plan. The tax sheltered annuity Carrier selected by the teacher must be one of those approved by the Board of Education. In order to receive this tax sheltered benefit, the teacher must make proper written application on forms required by the Carrier and/or the Board.

ARTICLE XXIV

SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. The Board will attempt to maintain an adequate list of substitute teachers. A copy of the substitute list shall be furnished to the Association President. It is Board policy to attempt to hire qualified substitutes during any absence of itinerant teachers. Teachers shall call to report unavailability for work one (1) hour prior to their scheduled reporting time except in an emergency and except as otherwise set forth herein. 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. After ten (10) full consecutive school days in the same assignment, the substitute teacher shall be placed on the beginning step of the appropriate salary schedule but without 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 accept the assignment and shall be known as Supervising Teachers.

D. Supervising Teachers shall work directly with the University program coordinator and 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

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 provide assistance in these areas. When students are sent to the principal for disciplinary purposes, the teacher shall communicate to the principal what the student did and what action has been taken thus far. The principal shall then communicate to the teacher the action taken by the principal and the reasons therefore.

B. 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.

C. Time lost by a teacher in connection with any incident covered by this ARTICLE shall not be charged against a teacher provided the teacher was not at fault or negligent. If the teacher was at fault or negligent, the teacher may use personal business day(s). A decision of a court on negligence or fault shall be binding on all parties.

D. 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. The teacher has the right to submit a written response to these complaints or comments within thirty (30) calendar days from the date when the matters were brought to the teacher's attention.

E. In cases of assault by student upon teachers or where teachers break up fights, the Board will pay for damage to teacher's glasses or other personal effects where the Board believes the teacher acted reasonably and where such action occurred on school property or at an authorized school activity. The Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities. This assistance shall not include furnishing legal counsel for litigation, unless said counsel is available under the Board's insurance coverage. All such incidents shall be promptly reported to the Board or its designated representative.

ARTICLE XXVI

PROFESSIONAL GRIEVANCE PROCEDURE

A. Any teacher, or group of teachers, of the Association believing there has been a violation of a specific ARTICLE or section of this Agreement, shall file a written grievance, on the grievance form attached to this Agreement as Schedule F, 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, the teacher may invoke the formal grievance procedure through the Association on the form set forth in annexed Schedule F, 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 the period above provided, the grievance may be submitted within ten (10) school days to arbitration before an impartial arbitrator selected under the rules of the American Arbitration Association which rules 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 in the grievance process.

G. 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 judgment 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.

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

I. 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.

J. 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 of the Association to advance the grievance to the next level within ten (10) school days of the decision at the previous level or the date when the decision should have been rendered, the grievance shall be rendered null and void. The time limits for the Association to determine whether or not to advance the grievance to the next level commences upon notification to the Association of the disposition of the grievance. During the summer recess, the specified time limits for the various steps in the grievance procedure shall be modified to be twenty-five (25) days. The summer recess time limits will commence on June 1.

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

L. 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.

M. The following matters shall not be the basis of any grievance filed under the procedure outlined in this ARTICLE:

1. The termination of services or the failure to reemploy any probationary teacher, providing the evaluation procedures have been met;
2. The placing of a non-tenure teacher on a third year of probation;
3. Any discharge or demotion which may be submitted to the Tenure Commission under the provisions of the Michigan Teacher Tenure Act;
4. Any other matter in which it is specifically stated in this Agreement that the decision or approval of the Board, the Superintendent or the Administration is final.

ARTICLE XXVII

SUPERINTENDENT'S ADVISORY COUNCIL

- A. A Superintendent's Advisory Council shall investigate areas recommended by the Board or the Association. This Council will be composed of ten (10) members: the Superintendent, the Association President, four (4) members designated by the Board, four (4) members designated by the Association. The Superintendent and Association President shall be ex officio members. A quorum shall consist of four (4) voting members - two (2) representing the Board and two (2) representing the Association.
- B. The Council will establish monthly meeting dates to consider areas for study and investigation, the first meeting to be no later than October 15th. Minutes from each meeting shall be published and transmitted to the Association President and posted in each building within seven (7) working days.
- 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 Superintendent's Advisory Council 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 Superintendent's Advisory Council. All recommendations made by the Superintendent's Advisory Council shall be approved by the Association Board of Directors and the Administrative Council prior to formal presentation to the Board of Education.

ARTICLE XXVIII

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 sixty (60) 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 XXIX

EXCLUSION OF TENURE IN POSITION

A. A bargaining unit member, who has not previously attained tenure under the Michigan Teachers' Tenure Act, MCLA 38.71 et seq.; MSA 15.1971 et. seq.; in a position other than as a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position but this shall not affect any continuing tenure a teacher may have as an active classroom teacher.

B. The Association and Board, recognizing that ARTICLE III, Section 1 of the Michigan Teacher Tenure Act makes tenure in a position other than as a classroom teacher subject to contract, agree that no employee of the Board shall be deemed to have tenure in any position other than as a classroom teacher.

C. The District and Association, recognizing that tenure in a position other than as a classroom teacher under ARTICLE III, Section 1 of the Michigan Teacher Tenure Act is subject to the provisions of this collective bargaining agreement, specifically agree that the layoff and recall provisions of this agreement pertaining to seniority has precedence over any conflicting claims predicated upon ARTICLE III, Section 1 of the Michigan Teacher Tenure Act. It is expressly understood between the Association and the Board that seniority as provided in ARTICLE XIX of this agreement and the mutually agreed upon application of rights attendant to seniority, including particularly in reference to layoff and recall, have and shall take precedence over the reference to layoff and recall, have and shall take precedence over the "tenure in position" rights of a tenured teacher to placement in a position other than as a classroom teacher which may have arisen by reason of the State Teacher Tenure Commission's interpretation of MCLA 38.91; MSA 15.1991 in Webb v East Detroit (80-17); Leonard v Board of Education of the Centerline Public Schools (81-82) and their progeny. The parties express this understanding, clarify and reaffirm their mutual intent to enforce and abide by the provisions of the collective bargaining agreement which they negotiated and executed in good faith. Rights under said agreement are mutually recognized to prevail over inconsistent claims predicated upon "tenure in position."

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 a copy provided for each teacher under contract and/or on leave and 25 copies for the Association.

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 August 26, 1991 and shall continue until August 25, 1994.

ARTICLE XXXII

ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

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

**SCHOOL DISTRICT OF EAST
CHINA TOWNSHIP PUBLIC
SCHOOLS**

By Robert F. Beattie
Its President

By [Signature]
Its Secretary

Signed: 10-23-91

**S.C.C.E.A., MEA/NEA FOR
THE EAST CHINA EDUCATION
ASSOCIATION**

[Signature]
E.C.E.A. President

Denise C. Stevens
S.C.C.E.A. Bargaining Chair

[Signature]
Local Chief Negotiator

[Signature]
UniServ Director

[Signature]
Negotiator

Alan F. Saunders
Negotiator

[Signature]
Negotiator

Signed: 10-21-91

SCHEDULE A-1
1991-92 SCHOOL CALENDAR

August 29	Thursday	Teacher Orientation Day
August 30 - Sept. 2	Friday-Monday	Labor Day Recess
September 3	Tuesday	First Day of School
November 14-15	Thursday-Friday	Conference Days (No Students)
November 28-29	Thursday-Friday	Thanksgiving Recess
December 20	Friday	Last Day For Students Before Christmas Recess
December 23 - Jan. 3	Monday-Friday	Christmas Recess
January 6	Monday	Classes Resume
January 24	Friday	1st Sem. Records Day (No Students)
February 14-17	Friday-Monday	Mid-Winter Break
April 10	Friday	Last Day Before Spring Break
April 13-17	Monday-Friday	Spring Break
April 20	Monday	Classes Resume
May 25	Monday	Memorial Day
June 11	Thursday	Last Day For Students
June 12	Friday	Records Day (8 a.m.-12:30 p.m.)

Kindergarten teachers may have another day or part thereof for Parent-Teacher Conference upon agreement of the building principal.

High School Examination Schedule - January 21, 22, 23 & June 9, 10, 11.

Grades K-8 - Half day classes for students on January 22, 23 & June 10, 11.

This is a "tentative calendar" and subject to change in the event instructional days are cancelled due to reasons beyond the control of school authorities (i.e., snow days), subject to the provisions of Articles XX and XXI of this agreement.

This school calendar includes 180 student days and 185 teacher days.

SCHEDULE A-2
1992-93 SCHOOL CALENDAR

August 27	Thursday	Teacher Orientation Day
August 31	Monday	First Day of School
September 4-7	Friday-Monday	Labor Day Recess
September 8	Tuesday	Classes Resume
November 12-13	Thursday-Friday	Conference Days (No Students)
November 26-27	Thursday-Friday	Thanksgiving Recess
December 22	Tuesday	Last Day For Students Before Christmas Recess
December 23 - Jan. 1	Wednesday-Friday	Christmas Recess
January 4	Monday	Classes Resume
January 22	Friday	1st Sem. Records Day (No Students)
February 12-15	Friday-Monday	Mid-Winter Break
April 8	Thursday	Last Day Before Spring Break
April 9-16	Friday-Friday	Spring Break
April 19	Monday	Classes Resume
May 31	Monday	Memorial Day
June 10	Thursday	Last Day For Students
June 11	Friday	Records Day (8 a.m.-12:30 p.m.)

Kindergarten teachers may have another day or part thereof for Parent-Teacher Conference upon agreement of the building principal.

High School Examination Schedule - January 19, 20, 21 & June 8, 9, 10.

Grades K-8 - Half day classes for students on January 20, 21 & June 9, 10.

This is a "tentative calendar" and subject to change in the event instructional days are cancelled due to reasons beyond the control of school authorities (i.e., snow days), subject to the provisions of Articles XX and XXI of this agreement.

This school calendar includes 180 student days and 185 teacher days.

SCHEDULE A-3
1993-94 SCHOOL CALENDAR

August 26	Thursday	Teacher Orientation Day
August 30	Monday	First Day of School
September 3-6	Friday-Monday	Labor Day Recess
September 7	Tuesday	Classes Resume
November 11-12	Thursday-Friday	Conference Days (No Students)
November 25-26	Thursday-Friday	Thanksgiving Recess
December 21	Tuesday	Last Day For Students Before Christmas Recess
December 22-31	Wednesday-Friday	Christmas Recess
January 3	Monday	Classes Resume
January 21	Friday	1st Sem. Records Day (No Students)
February 18-21	Friday-Monday	Mid-Winter Break
March 31	Thursday	Last Day Before Spring Break
April 1-8	Friday-Friday	Spring Break
April 11	Monday	Classes Resume
May 30	Monday	Memorial Day
June 9	Thursday	Last Day For Students
June 10	Friday	Records Day (8 a.m.-12:30 p.m.)

Kindergarten teachers may have another day or part thereof for Parent-Teacher Conference upon agreement of the building principal.

High School Examination Schedule - January 18, 19, 20 & June 7, 8, 9.

Grades K-8 - Half day classes for students on January 19, 20 & June 8, 9.

This is a "tentative calendar" and subject to change in the event instructional days are cancelled due to reasons beyond the control of school authorities (i.e., snow days), subject to the provisions of Articles XX and XXI of this agreement.

This school calendar includes 180 student days and 185 teacher days.

SCHEDULE B1 PROVISIONS

1. The B.S. and B.A. annual salary will be used as the base in determining "Extra Pay" for each year of the contract.
2. Head Varsity Coaching - full credit up to seven (7) years for outside paid head coaching varsity experience in that sport may be granted (as in teaching schedule); one-half ($\frac{1}{2}$) credit for paid J.V.*, Assistant, or Middle School experience whether here or elsewhere to a maximum of seven (7) years of total credit on the salary schedule.
3. J.V., Assistant, or Middle School Coaching - full credit up to seven (7) years for outside paid coaching experience in that sport.
4. All coaches will continue to accrue their appropriate coaching credit within the District up to a maximum on the salary schedule for each year they receive an extra-curricular contract.
5. Credit for Unpaid Coaching Activities - credit for unpaid coaching will be allowed for coaching experience which is verified to the satisfaction of the Board. However, any experience not claimed and verified by June 1, 1980, will not be recognized now or in the future.
6. The experience allowed for boys' and girls' coaching duties will be considered comparable on the salary schedule, i.e., 7th grade girls' track and 7th grade boys' track experience considered the same.
7. A coach who shares an activity (splits pay) will only be allowed pro-rated credit. However, this sharing must have prior approval of the Superintendent.
8. Only one (1) year of credit shall accrue in any one (1) school year.
9. A final percentage for a new activity is subject to negotiations with the SCCEA (a tentative percentage will be assigned).

In order to establish when a new percentage or new rate takes effect or when allowable experience is credited, the following contract dates will be used for Schedule B1:

08-26-91	-	08-25-92
08-26-92	-	08-25-93
08-26-93	-	08-25-94

B1 and B2 Activities:

Except for the Monday night scheduled principal or curriculum meetings, the B1 and B2 activities may commence fifteen (15) minutes after the end of the students' day.

*Teacher must be given one-half ($\frac{1}{2}$) credit for inside experience.

SCHEDULE B1 - 1991-94

EXTRA PAY FOR COACHING DUTIES - Based on B.S. & B.A. Schedule

<u>Position</u>	<u>1991-94 Percent</u>
<u>Football</u>	
Varsity	11.0
Assistant	7.0
Junior Varsity	7.0
Assistant	5.5
9th Grade	7.0
Assistant	5.5
8th Grade	5.0
Assistant	3.5
<u>Boys' Basketball</u>	
Varsity	11.0
Assistant (J.V.)	7.0
9th Grade	6.5
8th Grade	5.5
7th Grade	5.5
<u>Girls' Basketball</u>	
Varsity	11.0
Assistant (J.V.)	7.0
8th Grade	5.5
7th Grade	5.5
<u>Boys' or Girls' Swimming</u>	
Varsity	11.0
Assistant	7.0
<u>Volleyball</u>	
Varsity	9.0
Junior Varsity	6.0
Middle School Girls' Intramurals	3.5
<u>Boys' Track</u>	
Varsity	8.0
Assistant	5.5
8th Grade	5.5
7th Grade	5.5
<u>Girls' Track</u>	
Varsity	8.0
Assistant	5.5
8th Grade	5.5
7th Grade	5.5
<u>Baseball</u>	
Varsity	8.0
Junior Varsity	5.5
<u>Girls' Softball</u>	
Varsity	8.0
Junior Varsity	5.5

SCHEDULE B1 - 1991-94

EXTRA PAY FOR COACHING DUTIES - Based on B.S. & B.A. Schedule

<u>Position</u>	<u>1991-94 Percent</u>
<u>Golf</u> Varsity	5.5
<u>Gymnastics</u>	7.0
<u>Tennis (Boys' or Girls')</u>	7.5
<u>Wrestling</u> Varsity	11.0
Junior Varsity	7.0
<u>Hockey</u> Varsity	11.0
Assistant (J.V.)	7.0
<u>Cross Country</u> Varsity	5.5
<u>Girls' Cross Country</u> Varsity	.5
(If girls' are on boys' team but run separately)	
<u>Cheerleaders</u> High School	7.0
Assistant	4.0
Middle School	5.0
Assistant	3.0

SCHEDULE B2 PROVISIONS

1. The B.S. and B.A. annual salary will be used as the determining "Extra Pay" for each year of the contract.
2. Credit for extra pay assignments other than coaching sports is allowed as in the teaching schedule, i.e., full credit up to seven (7) years for outside experience in extra assignments.
3. A sponsor who shares an activity (splits pay) will only be allowed prorated credit. However, this sharing must have prior approval of the Superintendent.
4. Credit for unpaid sponsorship activities - Credit for unpaid sponsorships will be allowed for sponsorship experience which is verified by the teacher to the satisfaction of the Board. However, any experience not claimed by the teacher by June 1, 1980 will not be recognized now or in the future.
5. Only one (1) year of credit shall accrue in any one (1) school year.
6. A final percentage for a new activity is subject to negotiations with the SCCEA (a tentative percentage will be assigned).

In order to establish when a new percentage or new rate takes effect or when allowable experience is credited, the following contract dates will be used for Schedule B2:

08-26-91	-	08-25-92
08-26-92	-	08-25-93
08-26-93	-	08-25-94

B1 and B2 Activities

Except for the Monday night scheduled principal or curriculum meetings, the B1 and B2 activities may commence fifteen (15) minutes after the end of the students' day.

SCHEDULE B2 - 1991-94

EXTRA PAY FOR EXTRA ASSIGNMENTS - Based on B.S. & B.A. Schedule

<u>Position</u>		<u>1991-94 Percent</u>
<u>Athletic Trainer</u>	High School	3.0
<u>Audio Visual</u>	High School	7.0
<u>Band</u>	High School	6.0
	Middle School	1.5
<u>BOEC (B.O.P.A.)</u>		5.0
<u>Chorus</u>	High School	4.0
	Middle School	1.5
	Elementary	1.5/Bldg.
<u>Dance</u>		3.5
<u>Dramatics</u>		3.0
<u>Debate</u>	High School	3.0
<u>Forensics</u>	High School	3.0
<u>Intramurals</u>	High School	4.0
	Middle School	4.0
	Elementary	4.0
<u>Musical Productions</u>		4.0
<u>National Honor Society</u>		3.0
<u>Plays</u>	Senior	3.5
	Junior	3.5
	Middle School	2.5
<u>School Paper</u>	High School	5.0
	Middle School	4.0
<u>School Yearbook</u>	High School	5.5
	Middle School	3.5
<u>Ski Club (with at least five trips)</u>		2.5
<u>Student Council</u>	High School	2.5
	Middle School	2.5

SCHEDULE B2 - 1991-94

EXTRA PAY FOR EXTRA ASSIGNMENTS - Based on B.S. & B.A. Schedule

<u>Position</u>	<u>1991-94 Percent</u>
<u>Class Sponsorship</u>	
12th	5.5
11th	4.0
10th	3.0
9th	2.5
8th	1.0
7th	1.0
 <u>Computer Club</u>	 High School
3.0	
 <u>Skills for Adolescence "Quest"</u>	 Elementary
3.0	
 <u>Quiz Bowl</u>	 High School
5.0	
 <u>Driver Education</u>	 1991-92 \$17/hour
	1992-93 \$18/hour
	1993-94 \$18/hour
 <u>Coordinator of Driver Education</u>	 \$1,000 per year
 <u>District Curriculum Committee</u>	 \$500 per year
 <u>Faculty Game Manager</u>	 \$250 per season
 <u>Supervision at dances, athletic events, ticket-taking, timekeeping and scorekeeping</u>	 1991-92 \$17 per activity
	1992-93 \$18 per activity
	1993-94 \$18 per activity

SCHEDULE C1

1991-92 SALARY SCHEDULE

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>NURSE</u>
0	25,143	27,868	29,452	18,275
$\frac{1}{2}$	26,405	29,063	30,648	
1	27,666	30,257	31,841	19,643
$1\frac{1}{2}$	28,565	31,342	32,928	
2	29,464	32,426	34,012	20,922
$2\frac{1}{2}$	30,382	33,400	34,986	
3	31,301	34,373	35,959	22,372
$3\frac{1}{2}$	32,157	35,360	36,943	
4	33,015	36,346	37,927	23,917
$4\frac{1}{2}$	33,956	37,435	39,015	
5	34,898	38,522	40,103	26,213
$5\frac{1}{2}$	35,887	39,606	41,187	
6	36,875	40,689	42,271	28,310
$6\frac{1}{2}$	37,896	41,752	43,334	
7	38,915	42,815	44,397	30,575
$7\frac{1}{2}$	39,947	43,934	45,512	
8	40,978	45,055	46,626	33,020
$8\frac{1}{2}$	42,000	46,144	47,720	
9	43,020	47,231	48,813	
$9\frac{1}{2}$	44,547	48,771	50,353	
10	46,073	50,310	51,892	

SCHEDULE C2

1992-93 SALARY SCHEDULE

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>NURSE</u>
0	26,526	29,401	31,072	19,280
$\frac{1}{2}$	27,857	30,662	32,333	
1	29,188	31,922	33,592	20,723
$1\frac{1}{2}$	30,136	33,066	34,739	
2	31,085	34,210	35,883	22,072
$2\frac{1}{2}$	32,053	35,237	36,910	
3	33,022	36,263	37,936	23,603
$3\frac{1}{2}$	33,926	37,305	38,975	
4	34,831	38,345	40,013	25,232
$4\frac{1}{2}$	35,824	39,493	41,161	
5	36,818	40,641	42,308	27,654
$5\frac{1}{2}$	37,861	41,784	43,452	
6	38,904	42,927	44,596	29,867
$6\frac{1}{2}$	39,980	44,048	45,718	
7	41,055	45,170	46,838	32,257
$7\frac{1}{2}$	42,144	46,351	48,015	
8	43,232	47,533	49,190	34,836
$8\frac{1}{2}$	44,310	48,681	50,344	
9	45,386	49,829	51,497	
$9\frac{1}{2}$	46,997	51,453	53,122	
10	48,607	53,077	54,746	

SCHEDULE C3

1993-94 SALARY SCHEDULE

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>NURSE</u>
0	27,985	31,018	32,781	20,340
$\frac{1}{2}$	29,389	32,348	34,112	
1	30,793	33,677	35,440	21,863
$1\frac{1}{2}$	31,794	34,884	36,649	
2	32,794	36,091	37,856	23,286
$2\frac{1}{2}$	33,816	37,175	38,940	
3	34,839	38,258	40,023	24,901
$3\frac{1}{2}$	35,792	39,357	41,118	
4	36,747	40,454	42,214	26,620
$4\frac{1}{2}$	37,794	41,666	43,425	
5	38,843	42,876	44,635	29,175
$5\frac{1}{2}$	39,943	44,082	45,842	
6	41,043	45,288	47,048	31,510
$6\frac{1}{2}$	42,179	46,471	48,232	
7	43,313	47,654	49,414	34,031
$7\frac{1}{2}$	44,461	48,900	50,656	
8	45,610	50,147	51,896	36,752
$8\frac{1}{2}$	46,747	51,359	53,113	
9	47,882	52,570	54,330	
$9\frac{1}{2}$	49,582	54,283	56,044	
10	51,280	55,996	57,757	

**SCHEDULE D
EAST CHINA TOWNSHIP SCHOOL DISTRICT
Marine City, Michigan**

TEACHER'S PROBATIONARY CONTRACT

THIS AGREEMENT made this ___ day _____, A.D., 19___, between the EAST CHINA TOWNSHIP SCHOOL DISTRICT, of County of St. Clair, State of Michigan, hereinafter called the School District, and _____, hereinafter called the Teacher.

WITNESSETH:

1. The teacher represents that he/she is certified to teach in the public schools of the State of Michigan.

2. The School District agrees to hire the teacher for the school year from _____ as is herein set forth on a probationary contract, as provided by the Michigan Tenure Act as amended.

Degree _____ Step _____
Annual Salary \$ _____

3. This Contract is subject to the policies, rules and regulations of the Board of Education, the General School Laws of the State of Michigan and the Master Agreement in force between the District and the St. Clair County Education Association.

4. The teacher recognizes that he/she will not acquire nor have tenure in position.

5. The teacher forfeits any nonclassroom tenure rights pursuant to the Collective Bargaining Agreement.

6. The teacher hereby accepts the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year for above written.

FOR THE BOARD OF EDUCATION

Date

By _____
Superintendent

Date

By _____
Signature of Teacher

Original Copy to Teacher
Duplicate Copy to Administrative Office

**SCHEDULE E
EAST CHINA TOWNSHIP SCHOOL DISTRICT
Marine City, Michigan**

TEACHER'S CONTINUING CONTRACT

THIS AGREEMENT made this ____ day _____, A.D., 19__, between the EAST CHINA TOWNSHIP SCHOOL DISTRICT, of County of St. Clair, State of Michigan, hereinafter called the School District, and _____, hereinafter called the Teacher.

WITNESSETH:

1. The teacher represents that he/she is certified to teach in the public schools of the State of Michigan.

2. The School District agrees to hire the teacher for the school year from _____ as is herein set forth on a continuing contract, as provided by the Michigan Tenure Act as amended.

Degree _____ Step _____
Annual Salary \$ _____

3. This Contract is subject to the policies, rules and regulations of the Board of Education, the General School Laws of the State of Michigan and the Master Agreement in force between the District and the St. Clair County Education Association.

4. The teacher recognizes that he/she will not acquire nor have tenure in position other than as a classroom teacher.

5. The teacher forfeits any nonclassroom tenure rights pursuant to the Collective Bargaining Agreement.

6. The teacher hereby accepts the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year for above written.

FOR THE BOARD OF EDUCATION

Date

By _____
Superintendent

Date

By _____
Signature of Teacher

Original Copy to Teacher
Duplicate Copy to Administrative Office

**SCHEDULE F
GRIEVANCE FORM
EAST CHINA EDUCATION ASSOCIATION**

Building: _____

Assignment: _____

Name of Grievant: _____

Date of Informal Meeting with Principal: _____

LEVEL ONE:

A. **Date Cause of Grievance Occurred:** _____

B. **Contract Article(s) Violated:** _____

C.* **Statement of Grievance:** _____

D. **Relief Sought:** _____

Signature of Grievant	Date	Sig. of Grievance Chairperson	Date
-----------------------	------	-------------------------------	------

E. **Date Received by Principal:** _____

F.* **Disposition by Principal:** _____

Signature	Date
-----------	------

G. **Disposition by Grievant:** _____

Signature	Date
-----------	------

LEVEL TWO:

Date Received by Superintendent: _____

Disposition by Superintendent: _____

Signature	Date
-----------	------

LEVEL THREE:

Disposition by Grievant: _____

Signature	Date
-----------	------

*Attach any additional statements that may be necessary.

SCHEDULE G

EAST CHINA SCHOOL DISTRICT COMMUNICATION FORM

Instructions: Briefly express yourself with as much detail (names, dates, places, etc.) as possible. Mail this to "Communication", 1585 Meisner Road, Marine City, Michigan 48039. This information will be used to expedite your comments. Keep a copy of this for yourself. Use back of paper if necessary.

Your Signature _____

Date _____

Phone Number _____

Comments:

Date Received _____

Disposition:

Referred idea or question to: _____

Copy put in personnel file of: _____

Discussed with: _____

No action taken because: _____

Remarks: _____

SCHEDULE H

EMPLOYEES PERFORMANCE RECORD

DATE OF HIRE _____

EMPLOYEE _____

SUPERVISOR _____

CLASSIFICATION _____

Date	Plus Performance	Initial	Date	Minus Performance	Initial

INSTRUCTIONS TO SUPERVISOR:

This is a record of informal observation as discussed in Article XIV, Paragraph B. Record only such incidents, good or bad, that have been personally discussed with the employee. Make all incident entries after discussion with the employee. This is a factual report. Employee and supervisor to initial each entry.

Date _____

SCHEDULE I
EAST CHINA TOWNSHIP SCHOOL DISTRICT
Evaluation Form - Teachers
Effective 1989-90

School _____ Teacher's Name _____

Subject or Grade _____ Evaluation (circle one) 1 2 3

Probationary _____ Tenure _____

Categories 1 thru 7 shall be based upon the criteria attached hereto.

1. Classroom Organization and Management

2. Responsibility for Student Control and Discipline

3. Methods of Instruction

4. Instructional Program/Curriculum Suitable to Student Needs

5. Relationship with Staff, Parents and Administration

6. Professional Characteristics

Not Ap- plicable	Satis- factory	Unsatis- factory

SCHEDULE J
Effective 1989-90

ADMINISTRATIVE GUIDELINES FOR PROFESSIONAL STAFF EVALUATION

I. CLASSROOM ORGANIZATION AND MANAGEMENT

- Shows evidence of good planning and organization for the mechanics of classroom routine
- Keeps adequate lesson plans
- Makes adequate provision for substitute teacher
- Shows responsibility for care of physical aspects of classroom and all equipment
- Develops safety routine appropriate to the situation

II. RESPONSIBILITY FOR STUDENT CONTROL AND DISCIPLINE

- Demonstrates group control
- Handles discipline problems appropriately; is fair and consistent; seeks help when needed

III. METHODS OF INSTRUCTION

- Selects and uses appropriate materials
- Demonstrates ability to adjust plan to changing circumstances
- Exposes pupils to a variety of materials and experiences, texts, supplementary materials, audio-visual materials, field trips, community resources, and evaluative tests as appropriate for subject and/or grade level

IV. INSTRUCTIONAL PROGRAM/CURRICULUM SUITABLE TO STUDENT NEEDS

- Follows course of study as outlined in curriculum guide
- Shows evidence of planning
- Makes clear and appropriate assignments
- Encourages independent and critical thinking
- Uses test results and other student responses to assess instructional effectiveness and student progress

V. RELATIONSHIP WITH STAFF, PARENTS, AND ADMINISTRATION

- Recognizes the value of personal conferences with parents
- Is sensitive to and considerate of the feelings and opinions of parents

VI. PROFESSIONAL CHARACTERISTICS

- Handles confidential data appropriately
- Recognizes suggestions for improvement
- Respects opinions of others
- Demonstrates flexibility
- Is prompt and punctual in carrying out responsibilities
- Handles routine matters such as attendance, reports, bulletins, announcements, homeroom obligations and report cards appropriately
- Uses proper vocabulary and English
- Knowledge of subject area
- Carries out administrative directives
- Communicates appropriately with students

VII. EVALUATION OF PUPIL PROGRESS

- Utilizes appropriate classroom tests and accepts responsibility for their proper administration
- Makes realistic application of the adopted grading scale
- Maintains adequate and accurate records of pupils' achievements
- Organizes and utilizes a fair, effective, and understandable system of evaluation of achievement
- Uses good judgement, common sense, and consistency in pupil evaluation

SCHEDULE K

The District shall provide for the 1990-91 school year only an early retirement/severance incentive on the following terms and conditions:

In order to be eligible, an employee must have worked in the District for ten (10) or more years and must be at step ten (10) of the salary schedule.

Candidates may participate in this program without retiring under the conditions of the Michigan Public School Employees Retirement System.

Retirement/severance as used in this program shall constitute voluntary, irrevocable resignation and termination of employment from the East China Township School District.

Written application for retirement and/or resignation under the voluntary Early Retirement/Severance Incentive Program must be made to the Superintendent by **April 1, 1991**.

Employees who voluntarily take part in this program accept full responsibility for all taxes relative to the compensation provided in this program.

The amount of severance payment for this program shall be **fifteen thousand dollars (\$15,000)**.

Employees shall be entitled to choose one of the following payment options:

1. One lump sum payment - last pay in June, 1991.
2. One lump sum payment - first payroll date in January, 1992.
3. Two equal installments, not to exceed \$15,000, may be designated payable on the last pay of June, 1991 and the first pay of January, 1992.
4. Payment may be made to an annuity established for the participant through a Board approved annuity company, under guidelines established for annuity carriers, or paid directly to the participant.

This early retirement/severance incentive is for the 1990-91 school year only. The District and the Association agree this Article shall cease to be a part of the Collective Bargaining Agreement on June 30, 1991, and as of said date the terms contained in this Article shall no longer be a term or condition of employment. Upon

SCHEDULE K

(continued)

the expiration of this Article, neither the District or the Association shall have any duty to bargain concerning severance or early retirement until the expiration of this agreement.

Those interested in the annuity option may contact their present Board approved annuity representative or select a representative from the following companies:

CAPITAL GUARDIAN TRUST (Franklin S. Moore) 1-800-666-9237, 668-4040

EQUITABLE LIFE ASSURANCE CO. (Mitch Wyzogowski) 313-984-3856

GREAT-WEST LIFE ASSURANCE CO. (Robert Dundas, Patricia Dundas) 313-985-7007

HORACE MANN (Bert Sterling) 313-786-0517

IDS LIFE INSURANCE CO. (Peter Findley) 313-385-7451 (business) 982-2830 (home)

MASSACHUSETTS MUTUAL LIFE

INSURANCE COMPANY (Robert Dundas, Patricia Dundas) 313-985-7007

MUTUAL BENEFIT LIFE (Jerry Ticknor) 1-800-292-1950 (WATS), 313-385-5211

STATE MUTUAL (America Group) (John W. Burns) 313-881-6510

MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

P. O. Box 30026

Lansing, MI 48909

Telephone: 517-322-6000

