

**AGREEMENT**

**BETWEEN**

**EAST CHINA SCHOOL DISTRICT**

**and**

**EAST CHINA EDUCATION  
ASSOCIATION, MEA/NEA**

**covering the period from**

**August 26, 2013**

**to**

**August 25, 2016**

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## **AGREEMENT**

This agreement, entered into this 18<sup>th</sup> day of March 2013, by and between the East China School District, East China, 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 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 library/media specialists, relating to Grades K-12 employed under annual or continuing contract by the East China School District 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, paraprofessionals 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. The district shall provide the ECEA president with release time equivalent to one-sixth of the student day commencing the 2003-04 school year.
- G. 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.
- H. 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.
- I. Membership in the Association shall be open to all teachers regardless of race, creed, sex and marital status or national origin.
- J. 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.
- K. 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.

- L. 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.

### **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:

<u>Elementary</u>	8:20 a.m. – 3:39 p.m.
<u>Middle</u>	8:15 a.m. – 3:34 p.m.
<u>REHS</u>	7:45 a.m. – 3:04 p.m.
<u>High</u>	7:21 a.m. – 2:40 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. Staff meetings shall be no longer than forty (40) minutes and shall conclude no later than forty (40) minutes from the end of the teacher work day. Upon mutual agreement of the principal and the majority of the staff members, the forty (40) minute staff meetings may be held before school but not sooner than forty (40) minutes prior to the start of the teacher work day. Building meeting day may be altered by mutual consent of the building representative and principal.

Ten (10) minutes at every elementary school staff meeting shall be dedicated to completing composite sheets and filing assessments. Upon mutual agreement of the principal and the majority of the staff members, the allotted ten (10) minutes from two or more meetings may be combined and used in a single meeting.

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 workday. The teachers will be allowed to leave at the end of their regular workday 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 workday. 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 workday, teachers shall receive:

1. No less than a thirty-five (35) 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.

E. Elementary teachers will receive five consultation periods during the school week when

itinerant services are provided. Teachers may be scheduled up to two consultation periods on one day per week only. 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. 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.

At the sixth grade level departmentalized, maximum class size is 30 students per class except that for one class the maximum may be thirty-two (32) students 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 or one hundred fifty-two (152) students per day for departmental 6<sup>th</sup> grade. 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 Wednesday (state count day) 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 thirty-five (35) 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 and the Association will each appoint representatives to sit on a joint technology committee for the purpose of improving the selection and use of technology as it relates to the teaching profession. Staff may submit a request for variances of technology protocols established by the District, and if denied, may appeal to the Superintendent's designee.
  - H. Curriculum changes, to be implemented in a given school year, will be communicated in written and verbal form and given to staff no later than the third (3<sup>rd</sup>) Monday in September.
  - I. 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, 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' workday, the matter shall be brought to the attention of the principal who shall attempt to rectify the situation.
  - J. 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.

- K. The Board agrees to post signs at parking lots indicating areas designated for teacher use upon request from an Association representative.
- L. 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 that 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.
- M. 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.

Elementary teachers will be allowed four (4) work days after the end of the first three (3) marking periods to complete the grading and marking of student report cards.

The District grade program is required for mark reporting for all teachers, and secondary teachers are required to regularly record grades on the Teacher Connect Gradebook.

- N. Teachers in Grades 6 - 12 will be scheduled for no more than five (5) assigned class periods which will be scheduled in accordance with the student days and contact hours stated in Article XXII.

Elementary teachers in grades K-5 will be scheduled for no more than the student days and contact hours stated in Article XXII.

## **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.
- B. 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).

- C. 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 XX. 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.
- D. The status of probationary teachers will be guided by Act No. 4 of the Public Acts of extra-session of 1937, as amended.
- E. School nurses will be given written notice of tentative assignment no later than June 1st.
- F. 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.
- G. Personnel Without Teaching Certification and/or Personnel Not Covered by the Teachers' Tenure Act:
- a. All personnel without teaching certification and/or not covered by the Teachers Tenure Act, MCL 38.71, et seq. shall serve a probationary period of five (5) years.
  - b. All personnel without teaching certification and/or not covered by the Teachers Tenure Act shall be evaluated in accordance with the established probationary teacher evaluation protocol. 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.
  - c. After serving their probationary period, personnel without teaching certification shall not be discharged without just cause.



- H. 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.

## **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. The Board will give serious consideration to such requests.
- 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. Additionally, notices shall be e-mailed to current staff's school e-mail address both during the school year and the summer recess.
- 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. All applicants who are certified for the position will be interviewed. Applicants not selected for the position will be given feedback regarding the decision. 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. No new teachers shall be hired into a certification area before teachers who are laid off are recalled or decline said opening, if said teacher is certified, highly qualified, and meets effectiveness rating established in the Board's administrative guidelines. An applicant's seniority shall be given serious consideration. The decision of the Board is final when it involves a position outside the bargaining unit. Transfer requests for vacancies that occur between July 1st and the start of the school year shall be made to the Personnel Office in writing by July 1st. Vacancies that 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. 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.

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

## ARTICLE 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, brother and sister-in-law, grandchildren, father and mother-in-law and grandparent.
  - 3. Ten (10) 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 three (3) 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. 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 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. 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 all three (3) special leave days without review,

notwithstanding Paragraph A.1. No more than a total of ten (10) teachers district-wide may be granted such leave on the same day. If more than ten (10) teachers apply, then the approval will be based on the order of receipt. The five (5) day advance notice is required for the requests for leave day without review. However, days 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, with the following exception: One (1) special leave day without review may be taken in conjunction with a holiday, either immediately preceding or following said holiday. For this special leave day only, requests for such must be submitted to the Personnel Office no later than September 15 to be entered into a lottery drawing (to be held within ten (10) days), if requests are over ten (10). Remaining names will be placed on a waiting list should any cancellations occur. Thereafter, remaining slots will be approved based on order of receipt.

- 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 childcare 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 childcare 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 or bargaining unit member who completes four years of active employment will continue to receive seniority credit during approved leaves up to a maximum of two years cumulatively. Seniority credit for leaves takes effect 08-26-81 and no retroactive seniority credit will be granted. The change in seniority accumulation from three to two years will be applied to all leaves beginning after 8-26-85.
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.

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 April 1 in order for the leave to be approved for the succeeding school year.

#### **ARTICLE XIV**

#### **TEACHER EVALUATION**

Each teacher shall have the right, upon request, to review the personnel file contents. 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 file reviews. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

#### **ARTICLE XV**

#### **MENTOR TEACHERS**

- A. When Bargaining Unit members are used as Mentor Teachers, such participation shall be voluntary on their part, but selection of the Mentor Teacher will be made by the building administrator of the Mentee.
- B. All training for the Mentor Teacher shall be provided by the District or the ISD, and shall be scheduled during regular school hours for the Mentor Teacher.
- C. Every effort will be made to match Mentor Teachers and Mentees in the same building and area of certification.
- D. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
- E. Planning time for the Mentor Teacher and the Mentee shall be provided as follows:
  1. The Mentor Teacher and the Mentee will meet twice a week. These days will be agreed upon between the two teachers involved.
  2. After consulting with the principal, planning time for secondary teachers may occur twenty-five (25) minutes prior to teacher starting time. On those days, the

teachers involved will be allowed to leave five (5) minutes after student dismissal.

3. After consulting with the principal, elementary Mentor teachers may agree to choose having their planning time twenty-five (25) minutes prior to teacher starting time. On those days, the teachers involved will be allowed to leave five (5) minutes after student dismissal.
4. If the Mentor/Mentee teachers choose to agree to have planning time after school, it will be for twenty-five (25) minutes after the students are dismissed.

## **ARTICLE XVI**

### **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 XVII**

### **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.
- D. The Board of Education will notify the teacher upon receipt of a request for records concerning the teacher to which the District must respond under the Freedom of Information Act, MCL 15.231 et seq. and shall provide the teacher the opportunity to review the District's proposed response to the request. The teacher may then notify the Association. Prior to responding to the request, the District will consider any objection the teacher raises to the proposed response.
- E. Arbitrary and Capricious, for the purposes of this contract, shall be determined on the following factors:
  - 1. The adequacy of the evidence derived from an investigation,
  - 2. The seriousness of the offense or misconduct,
  - 3. The teacher's prior record,
  - 4. The treatment of similarly situated teachers, and
  - 5. The existence of mitigating factors.

## **ARTICLE XVIII**

### **PROFESSIONAL IMPROVEMENT**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participating in community educational projects.
- B. The Board agrees, if prior approval is granted by the Superintendent, to provide upon application the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

## **ARTICLE XIX**

### **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 XX**

### **LAYOFF AND RECALL**

- A. The Administration will compile a list of teachers showing seniority and certification including majors and minors. 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) workdays. 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. 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:

1. The classifications are as follows:
  - a. Elementary Grades K-5
  - b. Secondary Grades 6-8 self-contained
  - c. Secondary Grades 6-8 by department
  - d. Secondary Grades 9-12 by department
  - e. Special areas as defined below:
 

1. Art	Grades 1-5
2. Music	Grades 1-5
3. Physical Education	Grades 1-5
4. Spanish	Grades 1-5
5. Counseling	Grades 1-12
6. Library	Grades 1-12
7. Special Education	Grades 1-12
  
2. 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.
  
- 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. 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.
  
- G. 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. 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.
  3. Tenure teachers on layoff after August 26, 1981, continue to accrue seniority for a cumulative total of three (3) years.
  4. 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.
- H. School nurses shall be laid off and recalled according to seniority.
- I. 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.
- J. Teachers who are identified for layoff prior to the end of the school year and who collect any summer unemployment monies shall be responsible to reimburse the District one-half (1/2) of the summer unemployment monies collected in the event said teacher is

recalled prior to the first teacher work day of subsequent school year.

## ARTICLE XXI

### CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties 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, websites, and inclement weather telephone hotline.
    - WJR (760 AM) in Detroit
    - WPHM (1380 AM) in Port Huron
    - WHLs (1450 AM) in Port Huron
    - WGRT (102.3 FM) in Port Huron
    - WSAQ (107.1 FM) in Port Huron

Channels 2, 4, and 7

[www.ecsd.us](http://www.ecsd.us) (School Closings)

(810) 676-1101 (Inclement Weather Telephone Hotline)
  3. Teachers should listen to the above radio/television 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 student attendance days and hours requirement in effect at the time of the closing, found in Section 101 (3) of the School Aid Act. The decision whether to cancel a workday for said reasons shall be at the discretion of the District. Teachers will receive their regular pay for such days that are canceled 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 XXII**

### **SCHOOL CALENDAR**

The school calendars shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association except as provided in ARTICLE XXI, Paragraph E. The calendar shall reflect one hundred eighty-three (183) teacher days and one hundred seventy-seven (177) student days (1074 student contact hours).

## **ARTICLE XXIII**

### **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. Employees will have the option of

receiving their pay in either twenty or twenty-four (24) equal pays (twice monthly). Employees shall be required to participate fully in the direct deposit program.

- 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: twenty dollars (\$20.00) per day with a maximum payment of four thousand nine hundred sixty dollars (\$4,960).

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 at .30 per mile.
- F. Teachers employed after the beginning of the school year shall have their salary based on the remaining "Days Teachers Paid" (see School Calendar). Credit for one-half step on the salary schedule will be given only if the teacher is paid for sixty-six and two-thirds percent (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 percent (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 day of the month following receipt by the Personnel Department of the letter confirming the completion of all requirements for the degree. If

the confirmation letter is received less than ten (10) days prior to the end of the month, the teacher will be laterally transferred to the M.A. Salary Schedule the first day of the second month following the confirmation letter. However, any requirements for the M.A. Degree completed on or after June 1 will not be recognized for salary purposes until the first workday 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. Cash in the amount equal to one half the MESSA Choices single subscriber rate.

- 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 Masters plus thirty schedule the first day of the month following receipt of an appropriate transcript and the meeting with the Personnel Department for transcript verification. If the transcript verification meeting is held less than ten (10) days prior to the end of the month, the teacher will be placed on the Masters plus thirty schedule the first day of the second month following the verification meeting.

- I. The Board shall pay regular teachers 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) the teacher selects pay which is twenty dollars (\$20.00) or a coupon at the time of volunteering to substitute during preparation period; (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. Five coupons earned are equivalent to one (1) day and may be carried over from year to year. Said coupons may be used to convert a teacher's accumulated sick day to a no review day, however a teacher may only redeem one day (5 coupons) per semester. A coupon redemption day may not be used with more than one other personal leave day.

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 16<sup>th</sup> year and through the 20<sup>th</sup> year - .75% of Masters top step annually. This longevity payment shall be suspended for the December 2013, 2014 and 2015 payout.

Starting with the 21<sup>st</sup> year and through the 25<sup>th</sup> year - 1.0% of Masters top step annually. This longevity payment shall be suspended for the December 2013, 2014 and 2015 payout.

Starting with the 26<sup>th</sup> year and thereafter - 1.25% of Masters top step annually. This longevity payment shall be suspended for the December 2013, 2014 and 2015 payout.

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 XXIV

### INSURANCE PROTECTION

- A. HEALTH INSURANCE – The Board will pay the premium for MESSA Choices plan (\$500/\$1000 deductible), \$20 Office Visit, and Super Saver Rx \$10/\$40 drug co-pay through December 31, 2013. The Board will pay the premium for MESSA ABC 1 – HSA plan (employee self-funded) with \$1,250 / \$2,500 deductible effective January 1, 2014.

Employees who elect Super Care I will pay the difference between:

- MESSA Choices noted above and Super Care I premium rates from July 1, 2013- December 31, 2013 and shall pay their 20% premium contribution at the MESSA Choices premium rate.
- MESSA ABC 1 – HSA and Super Care I premium rates effective January 1, 2014 and shall pay their 20% premium contribution at the ABC 1 – HSA premium rate.

Effective July 1, 2013, bargaining unit members electing health coverage shall pay a 20% premium contribution toward the health plan in effect (MESSA Choices or MESSA ABC 1 – HSA as noted above).

- 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 one hundred twenty (120) days after absence due to sickness or accident commences and shall not be more than sixty-six and two-thirds percent (66 2/3%) of base salary or four thousand dollars (\$4,000) 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 dental benefits with coverage no less than Delta Dental: Class I, II, III 90/80/60 - \$1,000 Maximum), and Class IV – Child/Adult Ortho (\$1,000 Life Maximum) including internal and external coordination of benefits effective July 1, 2013. Effective with the 2005-06 school year, the plan will be self-funded through Humana Dental providing benefits equivalent to Delta Dental. Teachers electing to opt-out of health insurance are not eligible for dental benefits effective July 1, 2011.
- 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, with the exception of teachers retiring effective July 1 or August 1, at which time they are eligible for MPSERS insurance.
- 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 VSP II. 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. HEALTH INSURANCE OPT-OUT - All employees who qualify for full health insurance and are covered under another group contract shall receive cash in lieu of health insurance benefits in the amount equal to one half the single subscriber rate of the health plan currently in effect. The amount received in lieu of health insurance benefits may be applied to a tax-deferred annuity plan. All other benefits are the same as described above.
- I. The District will establish a Section 125 Plan. Any insurance premiums required to be paid by the employees will be on a pre-tax basis.

## ARTICLE XXV

### 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 sixty (60) 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 XXVI**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to 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 XXVII

### 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 XXVIII**

### **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 XXIX**

### **NEGOTIATION PROCEDURES**

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



- B. At least 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 XXX**

#### **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.

### **ARTICLE XXXI**

#### **MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of 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 e-mailed to each teacher under contract.
- F. It is recommended that this Agreement be used as a guide in future negotiations.

## **ARTICLE XXXII**

### **DURATION OF AGREEMENT**

This Agreement shall be effective on August 26, 2013 and shall continue until August 25, 2016 unless otherwise noted in this agreement.

**ARTICLE XXXIII**

**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.

**East China School District**

By: James R. Brewer  
James Brewer  
Board of Education President

By: Keith R. Knuth  
Keith R. Knuth  
Interim Superintendent

Signed (Date) March 18, 2013

**S.C.C.E.A., MEA/NEA for the  
East China Education Association**

Eric Longuski  
Eric Longuski  
E.C.E.A. President

Tracy J. Stablein-Brooks  
Tracy J. Stablein-Brooks  
UniServ Director

Karen Cedar  
Karen Cedar  
Negotiator

Bill Westerhof  
Bill Westerhof  
Negotiator

Nancy Motta  
Nancy Motta  
Negotiator

Pam Zajdel  
Pam Zajdel  
Negotiator

Shawn Jasionowski  
Shawn Jasionowski  
Negotiator

## SCHEDULE A1

### EAST CHINA SCHOOL DISTRICT 2013-14 SCHOOL CALENDAR

August 28	Wednesday	Professional Development-Teachers
August 29	Thursday	District-wide Welcome Back
September 3	Tuesday	First Day of School for Students
September 24	Tuesday	Half Day All Students – AM – (Hours 1, 2, 3) <i>(Teacher Inservice – PM)</i>
October 16	Wednesday	H/S Parent Teacher Conf - Half Day H/S Students Only – AM <i>(PM &amp; Evening Conferences) - (Hours 1, 2, 3)</i>
October 17	Thursday	H/S Parent Teacher Conf - Half Day H/S Students Only – AM <i>(PM &amp; Evening Conferences)- (Hours 4, 5, 6)</i> <b><i>Elem/Middle Schools run hours 4,5,6,1,2,3 this day</i></b>
October 31	Thursday	Half Day All Students – AM – (Hours 1, 2, 3) <i>(Teacher Inservice – PM)</i>
November 1	Friday	End of First Marking Period
November 6	Wednesday	Half Day Elem & MS Students Only – AM – (Hours 4, 5, 6)
November 25	Monday	Elem & Middle School Parent Teacher Conferences Half Day Elem & Middle School Students Only--AM--(Hours 1, 2, 3) <i>(PM &amp; Evening Conferences)</i>
November 26	Tuesday	Elem & Middle School Parent Teacher Conferences Half Day Elem & Middle School Students Only – AM – (Hours 4, 5, 6) <i>(PM &amp; Evening Conferences)</i>
November 27 - 29	Wednesday - Friday	Thanksgiving Recess
December 2	Monday	No Students (Professional Development Teachers)
December 20	Friday	Last Day for Students before Christmas Recess
December 23 – January 3	Monday - Friday	Christmas Recess
January 6	Monday	Classes Resume
January 21	Tuesday	Half Day High School Students Only
January 22	Wednesday	Half Day All Students – AM – (Hours 1, 2, 3)
January 23	Thursday	Half Day All Students – AM – (Hours 4, 5, 6) End of Second Marking Period
January 24	Friday	Records Day (No Students)
February 14 – 18	Friday - Tuesday	Mid-Winter Break
February 25	Tuesday	Half Day All Students – AM – (Hours 1, 2, 3) <i>(Teacher Inservice – PM)</i>
March 28	Friday	End of Third Marking Period
April 1	Tuesday	Half Day Elem & MS Students Only – AM – (Hours 4, 5, 6)
April 7 – April 11	Monday – Friday	Spring Break
April 14	Monday	Classes Resume
April 18 – April 21	Friday – Monday	Easter Recess
May 5	Monday	Half Day All Students – AM – (Hours 4, 5, 6) <i>(Teacher Inservice – PM)</i>
May 26	Monday	Memorial Day
June 10	Tuesday	Half Day High School Students Only <i>(Last Day Elem Itinerant Classes)</i>
June 11	Wednesday	Half Day Students – AM – (Hours 1, 2, 3 – Middle School Only)
June 12	Thursday	Half Day Students – AM – (Hours 4, 5, 6 – Middle School Only) End of Fourth Marking Period Last Day for Students
June 13	Friday	Records Day (No Students) <i>(Teachers – 8:00 a.m. - 12:30 p.m.)</i>

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 provision of Articles XXI and XXII of this agreement. This school calendar includes 177 student days and 183 teacher days.

**Tuesday/Tuesday**  
September 24<sup>th</sup> (1,2,3)/November 26<sup>th</sup> (4,5,6)

**Tuesday/Tuesday**  
February 25<sup>th</sup> (1,2,3)/April 1<sup>st</sup> (4,5,6)

**Thursday/Thursday**  
October 31<sup>st</sup> (1,2,3)/January 23<sup>rd</sup> (4,5,6)

**Monday/Monday**  
November 25<sup>th</sup> (1,2,3)/May 5<sup>th</sup> (4,5,6)

**Wednesday/Wednesday**  
January 22<sup>nd</sup> (1,2,3)/November 6<sup>th</sup> (4,5,6)

**EAST CHINA SCHOOL DISTRICT**  
**2014-15 SCHOOL CALENDAR**

August 27	Wednesday	Professional Development-Teachers
August 28	Thursday	First Day for Teachers
September 2	Tuesday	First Day of School for Students
September 23	Tuesday	Half Day All Students – AM – (Hours 1, 2, 3) <i>(Teacher Inservice – PM)</i>
October 15	Wednesday	All Schools Parent Teacher Conf-Half Day-AM (Hours 4, 5, 6) <i>(PM &amp; Evening Conferences)</i>
October 16	Thursday	All Schools Parent Teacher Conf-Half Day-AM (Hours 1, 2, 3) <i>(PM &amp; Evening Conferences)</i>
October 31	Friday	End of First Marking Period Half Day All Students – AM – (Hours 4, 5, 6) <i>(Teacher Inservice – PM)</i>
November 4	Tuesday	No Students (Professional Development Teachers)
November 5	Wednesday	Half Day Elem & MS Students Only – AM – (Hours 1, 2, 3)
November 26 - 28	Wednesday - Friday	Thanksgiving Recess
December 19	Friday	Last Day for Students before Christmas Recess
December 22 – January 2	Monday - Friday	Christmas Recess
January 5	Monday	Classes Resume
January 20	Tuesday	Half Day High School Students Only
January 21	Wednesday	Half Day All Students – AM – (Hours 1, 2, 3)
January 22	Thursday	Half Day All Students – AM – (Hours 4, 5, 6) End of Second Marking Period
January 23	Friday	Records Day (No Students)
February 13 – 17	Friday - Tuesday	Mid-Winter Break
February 25	Wednesday	Half Day All Students – AM – (Hours 4, 5, 6) <i>(Teacher Inservice – PM)</i>
March 31	Tuesday	End of Third Marking Period Half Day Elem & MS Students Only – AM – (Hours 4, 5, 6)
April 3 – April 10	Friday – Friday	Spring Break
April 13	Monday	Classes Resume
May 7	Thursday	Half Day All Students – AM – (Hours 1, 2, 3) <i>(Teacher Inservice – PM)</i>
May 25	Monday	Memorial Day
June 8	Monday	Half Day High School Students Only (Last Day Elem Itinerant Classes)
June 9	Tuesday	Half Day Students – AM – (Hours 1, 2, 3 – Middle School Only)
June 10	Wednesday	Half Day Students – AM – (Hours 4, 5, 6 – Middle School Only) End of Fourth Marking Period Last Day for Students
June 11	Friday	Records Day (No Students) <i>(Teachers – 8:00 a.m. - 12:30 p.m.)</i>

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 provision of Articles XXI and XXII of this agreement. This school calendar includes 177 student days and 183 teacher days.

**Tuesday/Tuesday**

September 23<sup>rd</sup> (1,2,3)/March 31<sup>st</sup> (4,5,6)  
22<sup>nd</sup> (4,5,6)

**Wednesday/Wednesday**

November 5<sup>th</sup> (1,2,3)/October 15<sup>th</sup> (4,5,6)

**Thursday/Thursday**

October 16<sup>th</sup> (1,2,3)/January

**Wednesday/Wednesday**

January 21<sup>st</sup> (1,2,3)/February 25<sup>th</sup> (4,5,6)

**Friday**

October 31<sup>st</sup> (4,5,6)

**Thursday**

January 22<sup>nd</sup> (1,2,6)

## **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. The actual salary payout in effect for said school year for the teaching staff will be used as the base for determining "Extra Pay".
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 (½) 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. Assistant Coach moving to Head Coach in the same sport will be placed not lower than the first salary step that would make the pay rate greater than that Assistant Coach's current pay.
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. Sponsors and coaches who share an activity (split pay) will be allowed a full step of credit on the salary scale (beginning with the 1996-98 school years).
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 ECEA (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:

08-26-13 - 08-25-16

### 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 (½) credit for inside experience.

**SCHEDULE B1 - 2013-2016**

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

<u>Position</u>	<u>2013-16 Percent</u>
<u>Baseball</u>	
Varsity	8.0
Junior Varsity	5.5
<u>Basketball</u>	
Varsity	11.0
Assistant (J.V.)	7.0
9th Grade	6.5
8th Grade	5.5
7th Grade	5.5
<u>Cheerleaders</u>	
Varsity – Fall	7.0
Varsity – Winter	7.0
Junior Varsity – Fall	4.0
Junior Varsity – Winter	4.0
9 <sup>th</sup> Grade – Fall	3.0
9 <sup>th</sup> Grade – Winter	3.0
Middle School	5.0
Assistant	3.0
<u>Cross Country</u>	
Varsity	5.5
<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>Golf</u>	
Varsity	5.5
<u>Gymnastics</u>	7.0
<u>Hockey</u>	
Varsity	11.0
Assistant (J.V.)	7.0
<u>Soccer</u>	
Varsity	8.0
Junior Varsity	5.5

<u>Softball</u>	Varsity	8.0
	Junior Varsity	5.5
<u>Swimming</u>	Varsity	11.0
	Assistant	7.0
<u>Tennis</u>	Varsity	7.5
	Junior Varsity	5.5
<u>Track</u>	Varsity	8.0
	Assistant	5.5
	8th Grade	5.5
	7th Grade	5.5
<u>Volleyball</u>	Varsity	9.0
	Junior Varsity	6.0
	9th Grade	4.5
	Middle School	4.0
<u>Wrestling</u>	Varsity	11.0
	Junior Varsity	7.0



## **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. The actual salary payout in effect for said school year for the teaching staff will be used as the base for determining "Extra Pay".
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. Sponsors and coaches who share an activity (split pay) will be allowed a full step of credit on the salary scale (beginning with the 1996-98 school years).
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 ECEA (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:

08-26-13 - 08-25-16

### **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 - 2013-2016**

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

<u>Position</u>		<u>2013-16 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>BPA</u>		5.0
<u>Chorus</u>	High School	4.0
	Middle School	1.5
	Elementary	1.5/Bldg.
<u>Cross Country</u>	Middle School	4.0
<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</u> (with at least five trips)		2.5
<u>Student Council</u>	High School	2.5
	Middle School	2.5
<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</u> <u>"Quest"</u>	Elementary	3.0
<u>Quiz Bowl</u>	High School	5.0
<u>Driver Education</u>	\$23/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>Mentor Teaching</u>		\$500 per year
<u>Supervision</u> at dances, athletic events, ticket-taking, timekeeping		\$23 per activity

## SCHEDULE C

### 2013-16 SALARY SCHEDULE

STEP	BA	MA	MA + 30	NURSE
0	37,193	41,225	43,570	27,033
0.5	38,362	42,486	44,848	0
1	39,565	43,789	46,164	29,152
1.5	40,804	45,128	47,521	0
2	42,086	46,511	48,914	31,439
2.5	43,408	47,934	50,351	0
3	44,769	49,400	51,828	33,904
3.5	46,176	50,911	53,349	0
4	47,622	52,471	54,918	36,563
4.5	49,116	54,077	56,529	0
5	50,660	55,731	58,188	39,429
5.5	52,248	57,439	59,896	0
6	53,886	59,195	61,655	42,522
6.5	55,579	61,008	63,466	0
7	57,320	62,874	65,327	45,854
7.5	59,120	64,799	67,247	0
8	60,975	66,784	69,676	49,693
8.5	62,887	68,826	71,250	0
9	64,860	70,933	73,343	0
9.5	66,898	73,105	75,497	0
10	70,542	77,030	79,449	0

**SCHEDULE D  
EAST CHINA SCHOOL DISTRICT**

**TEACHER'S PROBATIONARY CONTRACT**

This agreement, made this \_\_\_\_\_ day \_\_\_\_\_, A.D., 20\_\_\_\_, between the East China 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 non-classroom 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 SCHOOL DISTRICT**

**TEACHER'S CONTINUING CONTRACT**

This agreement made this \_\_\_\_ day \_\_\_\_\_, A.D., 20\_\_\_\_, between the East China 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 non-classroom 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**

<b>Building</b>	
<b>Assignment</b>	
<b>Name of Grievant</b>	
<b>Date of Informal Meeting with Principal</b>	

<i>LEVEL ONE</i>	
A. Date Cause of Grievance Occurred	
B. Contract Article(s) Violated	
C. Statement of Grievance	
D. Relief Sought	

Signature of Grievant	Date	Signature of Grievant Chairperson	Date
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E. Date Received by Principal	
F.* Disposition by Principal	

Signature	Date
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G. Disposition by Grievant	
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Signature	Date
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<i>LEVEL TWO</i>	
Date Received by Superintendent	
Disposition by Superintendent	

Signature	Date
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<i>LEVEL THREE</i>	
Disposition by Grievant	

Signature	Date
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\*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, East China, MI 48054. 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:**

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Date Received: \_\_\_\_\_

**Disposition:**

Referred idea or question to: \_\_\_\_\_

Copy put in personnel file of: \_\_\_\_\_

Discussed with: \_\_\_\_\_

No action taken because: \_\_\_\_\_

Remarks: \_\_\_\_\_

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**SCHEDULE H**

**EMPLOYEES PERFORMANCE RECORD**

**DATE OF HIRE** \_\_\_\_\_

**EMPLOYEE** \_\_\_\_\_

**SUPERVISOR** \_\_\_\_\_

**CLASSIFICATION** \_\_\_\_\_

<b>Date</b>	<b>Plus Performance</b>	<b>Initial</b>	<b>Date</b>	<b>Minus Performance</b>	<b>Initial</b>

**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.

**SCHEDULE I  
EAST CHINA SCHOOL DISTRICT**

**INDIVIDUALIZED DEVELOPMENT PLAN  
PROBATIONARY TEACHER**

20 \_\_\_\_ - 20 \_\_\_\_ School Year

Building:                      Teacher:

Principal:

<p>This plan is based upon one or more of the eight areas contained in the Teacher Evaluation Form.</p>
<p><b>GOALS</b></p>

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE J**

**EAST CHINA SCHOOL DISTRICT AND EAST CHINA EDUCATION ASSOCIATION  
LETTER OF UNDERSTANDING**

The East China School District and the East China Education Association agree to establish a joint committee to review and potentially revise the Schedule B1 & B2 provisions of the contract in order to make the assignments and their associated compensation more equitable.

1. The intent and assignment of this committee is to have no increased cost above the total % offered in 2012-13 B1/B2 contracts.
2. For the purposes of calculating B1/B2 contracts, the salary in effect for that school year for teaching staff (actual salary payout) and the agreement for advancing on the steps shall also be applied to B1/B2 contracts.
3. Factors to be reviewed include, but are not limited to the following: length of season, level of responsibility (i.e. varsity, JV, etc.), number of participants as it compares to an average size team/group for that particular sport, activity, etc.
4. Upon completion of this work, any new % will be implemented at the start of the upcoming school year. These adjusted %'s may result in an increased % for some and a decreased % for others.
5. It may be decided that teams may be combined in some years, for lack of participation reasons (i.e. 7<sup>th</sup> grade track with 8<sup>th</sup> grade track and one contract given.)

\_\_\_\_\_  
Ketha K. Knuth, Interim Superintendent  
On Behalf of the East China School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Longuski, ECEA President  
On Behalf of the East China Education Association

\_\_\_\_\_  
Date



# Compensation Hour Coupon Information & Procedures

In the settlement of the 2005-2008 Master Agreement between the East China School District and East China Education Association, MEA/NEA, the following language was agreed to:

## ARTICLE XXIII. I. TEACHER COMPENSATION

The Board shall pay regular teachers 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) the teacher selects pay which is twenty dollars (\$20.00) or a coupon at the time of volunteering to substitute during preparation period; (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. Five coupons earned are equivalent to one day and may be carried over from year to year. Said coupons may be used to convert a teachers' accumulated sick day to a no review day, however a teacher may only redeem one day (5 coupons) per semester. A coupon redemption day may not be used with more than one other personal leave day.

1. When a teacher is asked to substitute for another teacher, he/she may elect at that time to get paid the current rate of twenty dollars (\$20) or they may select a compensation hour coupon.
2. Five (5) compensation hour coupons may be used to convert a teacher's accumulated sick day to a no review day. This no review day will be referred to as a "coupon redemption day".
3. When a teacher selects the compensation hour coupon, that selection is final. The coupon may not be exchanged for money (\$20) in the future.
4. The coupons may be redeemed in 1/2 day or full day increments, but it still takes five (5) coupons to earn a full day or two 1/2 days.
5. Teachers may only redeem one (1) coupon redemption day per semester.
6. Coupon redemption days may only be used in conjunction with one other special leave day. Individual requests for exceptions to the Compensation Hour Coupon guidelines will be considered on an individual basis.
7. Coupons are not building specific. For Example: If a teacher accumulates four (4) coupons in one building, and is then transferred to another building where he/she earns one (1) additional coupon, the five (5) coupons may be redeemed at the current building.



## APPENDIX A

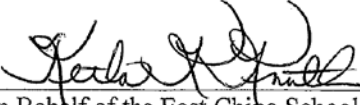
East China School District and East China Education Association  
Letter of Understanding  
Public Act 103 of 2011

Effective August 26, 2013

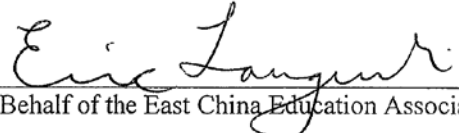
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The East China School District (the "District") and the East China Education Association ("ECEA" or the "Association") agree to the following Letter of Understanding:

1. Public Act 103 of 2011 made specific items related to layoff and recall, discipline, assignment, evaluation, and merit pay prohibited subjects of bargaining for certificated bargaining unit members in positions requiring certification and whose employment is regulated by the Michigan Teacher Tenure Act, being 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.
2. There are members of the Association who are not in positions requiring certification and whose employment is not governed by the Teacher Tenure Act.
3. Public Act 103 of 2011 did not limit the ability of those members who are in positions not requiring certification and whose employment is not governed by the Teacher Tenure Act to bargain the items listed in Public Act 103 as prohibited subjects of bargaining.
4. The Parties agree that the attached provisions shall be incorporated in the 2013-2016 collective bargaining agreement between the Parties as an appendix.
5. If in the event Public Act 103 is repealed or amended or declared illegal, unconstitutional or unenforceable for any reason, the provisions of the parties agreement that are now inapplicable to those placed in positions requiring certification will again become applicable to such bargaining unit members.

  
\_\_\_\_\_  
On Behalf of the East China School District

3-17-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On Behalf of the East China Education Association

3-17-13  
\_\_\_\_\_  
Date

## **APPENDIX A-1**

### **ARTICLE II**

#### **ASSOCIATION AND TEACHER RIGHTS**

- L. Unless the complaint is processed as per this section, the substance of the complaint will not appear on the teacher's formal evaluation.

### **ARTICLE VIII**

#### **TEACHER QUALIFICATIONS AND ASSIGNMENTS**

- D. 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.
- J. 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**

- C. When an elimination of a position occurs (e.g., a particular building is reducing from three 2<sup>nd</sup> grade teachers to two 2<sup>nd</sup> grade teachers), the teacher with the lowest district-wide seniority of teachers in that grade level would be placed on the district-wide displacement list to select an available position by seniority.

The same procedure would be used at the secondary level if a department would need to be reduced or eliminated. Persons in that department with the lowest district-wide seniority would be placed on the district-wide displacement list.

- 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.

### **ARTICLE XIII**

#### **LEAVE OF ABSENCE**

#### **C. MISCELLANEOUS PROVISIONS PERTAINING TO PARAGRAPHS A AND B**

- 7. in accordance with the layoff and recall provisions of ARTICLE XX. If the teacher cannot be returned based on seniority and qualifications, the teacher shall be given layoff notice.

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 XX. 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 XX.

#### ARTICLE XIV

#### TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. All informal (those without advance notice) 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.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board. Teachers who work in more than one building shall not be formally evaluated in a building in which they teach only one (1) class period.
- C. All formal (those with advance notice) observations 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.
- D. No bargaining unit member employee shall be observed during the first week of the school year or on the day before a school holiday.
- E. Probationary teachers are to be evaluated as follows: The first evaluation is to be informal and before October 4; the second and third to be more formal and reported, in writing, on or before December 6 and on or before February 3; the fourth evaluation is to be written and shall be on or before April 5. An I.D.P. will be developed within 10 days of the first evaluation. Tenure teachers shall receive one (1) evaluation every year by May 1, which shall be based upon at least two (2) formal classroom observations. Within five (5) days of the first observation (being done for the written evaluation), feedback (written or oral) shall be communicated to the teacher. Prior to the second observation for evaluation, not less

than ten (10) days shall elapse from the first observation.

- F. One personal interview is to be held within ten (10) school days of the second observation. Fifteen (15) school days after the second 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 the evaluation was incomplete or unjust, the objections may be put in writing to be attached to the evaluation report and placed in the 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.
- G. No later than April 6 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 in writing.
- H. If a tenure teacher has received a less than satisfactory performance evaluation, the district shall provide the teacher with a tenure teacher improvement plan in accordance with Section 3 (1) of the Michigan Teacher Tenure Act. The individualized development plan shall include a statement of the individual teacher's deficiencies based upon the teacher's evaluations and it shall also contain suggestions for improvement. The individualized development plan may also include, by way of example, but not by way of limitation, suggestions for obtaining assistance from other sources, plans for follow-up in evaluating progress in correcting the deficiencies and direction to other resources or people to assist the teacher.
- I. 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 XX**

### **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.



- C.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 (c) and (d) 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 & b) if he/she is certified.
    2. Classification: (c) if he/she is certified and has a major or minor in the subject matter.
    3. Classification: (d) if he/she is certified and has a major or minor in the subject matter.
    4. Classification: (e) 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.
- C.3. Any teacher who is identified and unable to bump another teacher shall be laid off.
- C.4. 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.
- 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.
- 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.

### **ARTICLE XXX**

#### **EXCLUSION OF TENURE IN POSITION**

- 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 XX 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."

## APPENDIX B

### SALARY

- There shall be two (2) furlough days for each of the following years: 2013-14, 2014-15, 2015-16.
- All teachers shall use one (1) furlough day on the June Records Day annually. The remaining one (1) furlough day may be taken on any of the following days (a combination of two half days may be taken or a full day on the January Records Day) by submitting the normal absence request form: November Records PM for Elem/MS, January Exam Days in PM, January Records Day, April Records PM for Elem/MS, June Exam Days in PM

### STEPS

- Teachers on the steps during the 2012-13 school year will remain on that same step for the 2013-14 school year but be moved to the 2013-16 SALARY SCHEDULE.
- Teachers will advance one-half (.5) step for the 2014-15 school year
- Teachers will advance one-half step (.5) for the 2015-16 school year
- First, in the event the 2014-15 audited Fund Balance is above 10% and the amount above 10% is sufficient to remove one (1) furlough day without causing the 2014-15 Fund Balance to fall below 10%, then said furlough day shall be removed for the 2015-16 school year.

After the calculation and payout of the above, the same calculation will be done to determine the following: In the event the 2014-15 audited Fund Balance is above 10% and the amount above 10% is sufficient to pay the 2015-16 teacher full step without causing the 2014-15 Fund Balance to fall below 10%, then said additional half step shall also be paid in 2015-16.

After the calculation and payout of all of the above, the same calculation will be done to determine the following: In the event the 2014-15 audited Fund Balance is above 10% and the amount of 10% is sufficient to remove the second (2<sup>nd</sup>) furlough day without causing the 2014-15 Fund Balance to fall below 10%, then said second (2<sup>nd</sup>) furlough day shall be removed for the 2015-16 school year.

In the event the fund balance is calculated (as detailed below) below 10%, there shall be an economic reopener of the contract.

For purposes of calculating the fund balance %, the 2014-15 audited fund balance number shall be used (as reported in October 2015). The formula shall be 2014-15 Audited Fund Balance + Audited Internal Service Fund Balance minus cost of reinstatement of above items (furlough day, .5 step, furlough day – individually) divided by 2014-15 Audited Total General Fund Expenditures.

## APPENDIX B1

### Payout for 1 Furlough Day

STEP	BA	MA	MA + 30	NURSE
0	36,990	41,000	43,332	26,885
0.5	38,152	42,254	44,603	0
1	39,349	43,550	45,912	28,993
1.5	40,581	44,881	47,261	0
2	41,856	46,257	48,647	31,267
2.5	43,171	47,672	50,076	0
3	44,524	49,130	51,545	33,719
3.5	45,924	50,633	53,057	0
4	47,362	52,184	54,618	36,363
4.5	48,848	53,781	56,220	0
5	50,383	55,426	57,870	39,214
5.5	51,962	57,125	59,569	0
6	53,592	58,872	61,318	42,290
6.5	55,275	60,675	63,119	0
7	57,007	62,530	64,970	45,603
7.5	58,797	64,445	66,880	0
8	60,642	66,419	69,295	49,421
8.5	62,543	68,450	70,861	0
9	64,506	70,545	72,942	0
9.5	66,532	72,706	75,084	0
10	70,157	76,609	79,015	0

## APPENDIX B2

### Payout for 2 Furlough Days

STEP	BA	MA	MA + 30	NURSE
0	36,787	40,774	43,094	26,738
0.5	37,943	42,022	44,358	0
1	39,133	43,310	45,659	28,833
1.5	40,358	44,635	47,002	0
2	41,626	46,003	48,379	31,095
2.5	42,934	47,410	49,801	0
3	44,280	48,860	51,262	33,533
3.5	45,671	50,355	52,766	0
4	47,102	51,898	54,318	36,163
4.5	48,579	53,486	55,911	0
5	50,106	55,122	57,552	38,998
5.5	51,677	56,811	59,241	0
6	53,297	58,548	60,981	42,057
6.5	54,972	60,341	62,772	0
7	56,694	62,187	64,613	45,353
7.5	58,474	64,091	66,512	0
8	60,309	66,054	68,915	49,150
8.5	62,200	68,074	70,471	0
9	64,151	70,158	72,541	0
9.5	66,167	72,306	74,672	0
10	69,771	76,188	78,581	0

## APPENDIX B3

### **Special Leave Days**

For each furlough day required annually, an additional Special Leave Day without review may be used, with all contract provisions remaining applicable. Said additional special leave days shall no longer be in effect at the expiration of this agreement. These two additional special leave days may not be used in combination with the three (3) special leave days currently available.

For example: 2013-14 school year has 2 furlough days, therefore teachers shall have the opportunity to use two (2) additional special leave days without review during the 2013-14 school year, in the event they have days available in their personal leave bank. Teachers shall continue to accrue 13 days annually.

**APPENDIX C1**

**EAST CHINA SCHOOL DISTRICT**

Evaluation Form – Teachers

School:

Teacher’s Name:

Subject or Grade:

Evaluation (type 1, 2 or 3):

Date:

	<i>Probationary</i>	<i>Continuing (Personnel Not Covered by the Teachers’ Tenure Act, i.e. Speech Therapist)</i>	<i>Tenure (If applicable)</i>
<b>Current Status</b>			

Categories 1 through 8 shall be based upon the criteria attached hereto.	<i>Not Applicable</i>	<i>Highly Effective</i>	<i>Effective (Satisfactory)</i>	<i>Ineffective (Unsatisfactory)</i>
<b>1. Classroom Organization and Management</b>				
<b>2. Responsibility for Student Control and Discipline</b>				
<b>3. Instructional Program/Curriculum Suitable to Student Needs</b>				
<b>4. Student Engagement in Learning</b>				
<b>5. Flexibility and Responsiveness</b>				
<b>6. Evaluation of Pupil Progress</b>				
<b>7. Professional Characteristics</b>				

8. Student Growth				
The summary statement will identify specific areas of strength, and/or concern and suggestions for improvement. This summary statement may include comments related to the above seven categories. Incidents, behaviors, or events observed during the formal observation or previously documented on an EPR form may be included.				
Principal Comments:				

Continuation of principal's comments may be attached to this form.  
 Teachers may attach comments as provided by Article XIV.

	<i>Highly Effective</i>	<i>Effective (Satisfactory)</i>	<i>Ineffective (Unsatisfactory)</i>
<b>Overall Rating</b>			

Recommendations by Supervisor:

<b>Probationary Teacher/ Speech Therapist:</b>		<b>Tenure Teacher/ Continuing Speech Therapist:</b>	
<input type="checkbox"/>	Check if interim evaluation	<input type="checkbox"/>	Recommended for contract renewal
<input type="checkbox"/>	Recommended for second annual contract		
<input type="checkbox"/>	Recommended for third annual contract		
<input type="checkbox"/>	Recommended for fourth annual contract	<input type="checkbox"/>	Not recommended for contract renewal
<input type="checkbox"/>	Recommended for tenure		
<input type="checkbox"/>	Recommended for continuing		
<input type="checkbox"/>	Not recommended for contract renewal		

\*If there are changes to the teacher tenure law(s), it is agreed to return to Schedule I of the 1998-2001 contract.

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date



**APPENDIX C2**

**EAST CHINA SCHOOL DISTRICT  
Evaluation Form – Counseling / Social Work**

School:

Counselor/Social Worker’s Name:

Subject or Grade:

Evaluation (type 1, 2 or 3):

Date:

	<i>Probationary</i>	<i>Continuing</i>	<i>Tenure (If applicable)</i>
<b>Current Status</b>			

Categories 1 through 4 shall be based upon the criteria attached hereto.	Not Applicable	Satisfactory	Unsatisfactory
<b>1. Planning and Preparation / Individual Planning</b>			
<b>2. Educational / Responsive Services Environment</b>			
<b>3. Instruction / Guidance Curriculum</b>			
<b>4. Professional Responsibilities / System Support</b>			

The summary statement will identify specific areas of strength, and/or concern and suggestions for improvement. This summary statement may include comments related to the above four categories. Incidents, behaviors, or events observed during the formal observation or previously documented on an EPR form may be included.

Principal Comments:

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Continuation of principal's comments may be attached to this form. Teachers may attach comments as provided by Article XIV.

	<i>Satisfactory</i>	<i>Unsatisfactory</i>
<b>Overall Rating</b>		

Recommendations by Supervisor:

<b>Probationary Counselor / Social Worker:</b>		<b>Continuing Counselor / Social Worker / Tenure Teacher:</b>	
	Check if interim evaluation		Recommended for contract renewal
	Recommended for second annual contract		
	Recommended for third annual contract		
	Recommended for fourth annual contract		
	Recommended for continuing		
	Not recommended for contract renewal		Not recommended for contract renewal

\*If there are changes to the teacher tenure law(s), it is agreed to return to Schedule I of the 1998-2001 contract.

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

## APPENDIX C3

### **ADMINISTRATIVE GUIDELINES FOR PROFESSIONAL STAFF EVALUATION**

1. **Classroom Organization and Management**
  - a. Shows evidence of good planning and organization for the mechanics of classroom routine
  - b. Keeps adequate lesson plans
  - c. Makes adequate provision for substitute teacher
  - d. Shows responsibility for care of physical aspects of classroom and all equipment
  - e. Develops safety routine appropriate to the situation
2. **Responsibility for Student Control and Discipline**
  - a. Demonstrates group control
  - b. Handles discipline problems appropriately; is fair and consistent; seeks help when needed
3. **Instructional Program/Curriculum Suitable to Student Needs**
  - a. Follows course of study as outlined in curriculum guide
  - b. Shows evidence of planning
  - c. Makes clear and appropriate assignments
  - d. Encourages independent and critical thinking
  - e. Uses test results and other student responses to assess instructional effectiveness and student progress
  - f. Displays knowledge of subject area
4. **Student Engagement in Learning**
  - a. Demonstrates effective questioning techniques
  - b. Demonstrates effective discussion techniques
  - c. Representation of subject content is appropriate
  - d. Activities, assignments and methods of instruction are appropriate
  - e. Instructional materials and resources are used properly
5. **Flexibility and Responsiveness to Students**
  - a. Responds to questions posed by students
  - b. Utilizes a variety of teaching and learning techniques designed to serve the differing needs of students
6. **Evaluation of Pupil Progress**
  - a. Utilizes appropriate classroom tests and accepts responsibility for their proper administration
  - b. Makes realistic application of the adopted grading scale
  - c. Maintains adequate and accurate records of student work
  - d. Organizes and utilizes a fair, effective, and understandable system of evaluation of achievement
  - e. Uses good judgment, common sense, and consistency in pupil evaluation
7. **Professional Characteristics**
  - a. Handles confidential data appropriately
  - b. Is prompt and punctual in carrying out responsibilities
  - c. Handles routine matters such as attendance, reports, and report cards appropriately
  - d. Communicates appropriately with students, parents, and staff
8. **Student Growth**
  - a. Students demonstrate growth on multiple measures.

## APPENDIX C4

### ADMINISTRATIVE GUIDELINES FOR PROFESSIONAL STAFF EVALUATION (HIGHLY EFFECTIVE)

#### 1. Classroom Organization and Management

- a. Management of Instructional Groups: Small-group work is well organized, and students are productively engaged at all times, with students assuming responsibility for productivity.
- b. Management of Transitions: Transitions are seamless, with students assuming responsibility in ensuring their efficient operation.
- c. Management of Materials and Supplies: Routines for handling materials and supplies are seamless, with students assuming some responsibility for smooth operation.
- d. Performance of Non-Instructional Duties: Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
- e. Safety and Accessibility: The classroom is safe, and students themselves ensure that all learning is equally accessible to all students.
- f. Arrangement of Furniture and Use of Physical Resources: Both teacher and students use physical resources easily and skillfully, and students adjust the furniture to advance their learning.

#### 2. Responsibility for Student Control and Discipline

- a. Teacher Interaction with Students: Teacher interactions with students reflect genuine respect and caring for individuals as well as groups of students. Students appear to trust the teacher with sensitive information.
- b. Student Interactions with Other Students: Students demonstrate genuine caring for one another and monitor one another's treatment of peers, correcting classmates respectfully when needed.
- c. Expectations: Standards of conduct are clear to all students and appear to have been developed with student participation.
- d. Monitoring of Student Behavior: Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
- e. Response to Student Misbehavior: Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

#### 3. Instructional Program/Curriculum Suitable to Student Needs

- a. Knowledge of Content and the Structure of the Discipline: Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.
- b. Knowledge of Prerequisite Relationships: Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding.
- c. Knowledge of Content-Related Pedagogy: Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.
- d. Value, Sequence, and Alignment: All outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning both in the discipline and in related disciplines.
- e. Clarity: All the outcomes are clear, written in the form of student learning, and permit viable methods of assessment.
- f. Balance: Where appropriate, outcomes reflect several different types of learning and opportunities for both coordination and integration.
- g. Suitability for Diverse Learners: Outcomes are based on a comprehensive assessment of student learning and take into account the varying needs of individual students or groups.
- h. Design of Formative Assessments: Approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.
- i. Use for Planning: Teacher plans to use assessment results to plan future instruction for individual students.
- j. Structure and Pacing: The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.
- k. Accuracy: Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.

- l. Use in Future Teaching: Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.
- m. Enhancement of Content Knowledge and Pedagogical Skill: Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.

#### **4. Student Engagement in Learning**

- a. Resources for Classroom Use: Teacher's knowledge of resources for classroom use is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
- b. Resources to Extend Content Knowledge and Pedagogy: Teacher's knowledge of resources to enhance content and pedagogical knowledge is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
- c. Resources for Students: Teacher's knowledge of resources for students is extensive, including those available through the school or district, in the community, and on the Internet.
- d. Expectations for Learning: Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking that purpose to student interests.
- e. Directions and Procedures: Teacher's directions and procedures are clear to students and anticipate possible student misunderstanding.
- f. Explanations of Content: Teacher's explanation of content is imaginative and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
- g. Use of Oral and Written Language: Teacher's spoken and written language is correct and conforms to standard English. It is also expressive, with well-chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students' vocabularies.
- h. Quality of Questions: Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
- i. Discussion Techniques: Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
- j. Student Participation: Students themselves ensure that all voices are heard in the discussion.
- k. Activities and Assignments: All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.
- l. Grouping of Students: Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of instructional groups.
- m. Instructional Materials and Resources: Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.

#### **5. Flexibility and Responsiveness to Students**

- a. Learning Activities: Learning activities are highly suitable to diverse learners and support the instructional outcomes. They are all designed to engage students in high-level cognitive activity and are differentiated, as appropriate, for individual learners.
- b. Instructional Materials and Resources: All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning. There is evidence of appropriate use of technology and of student participation in selecting or adapting materials.
- c. Instructional Groups: Instructional groups are varied as appropriate to the students and the different instructional outcomes. There is evidence of student choice in selecting the different patterns of instructional groups.
- d. Lesson and Unit Structure: The lessons' or unit's structure is clear and allows for different pathways according to diverse student needs. The progression of activities is highly coherent.
- e. Lesson Adjustment: Teacher successfully makes a major adjustment to a lesson when needed.
- f. Response to Students: Teacher seizes a major opportunity to enhance learning, building on student interests or a spontaneous event.
- g. Persistence: Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources for the school.

## **6. Evaluation of Pupil Progress**

- a. Congruence with Instructional Outcomes: Proposed approach to assessment is fully aligned with the instructional outcomes in both content and process. Assessment methodologies have been adapted for individual students, as needed.
- b. Criteria and Standards: Assessment criteria and standards are clear, there is evidence that the students contributed to their development.
- c. Assessment Criteria: Students are fully aware of the criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria.
- d. Monitoring of Student Learning: Teacher actively and systematically elicits diagnostic information from individual students regarding their understanding and monitors the progress of individual students.
- e. Feedback to Students: Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
- f. Student Self-Assessment and Monitoring of Progress: Students not only frequently assess and monitor the quality of their own work against the assessment criteria and performance standards but also make active use of that information in their learning.
- g. Student Completion of Assignments: Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in maintaining the records.
- h. Student Progress in Learning: Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and participate in interpreting the records.

## **7. Professional Characteristics**

- a. Non-Instructional Records: Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance.
- b. Information about the Instructional Program: Teacher provides frequent information to families, as appropriate, about the instructional program. Students participate in preparing materials for their families.
- c. Information about Individual Students: Teacher provides information to families frequently on student progress, with students contributing to the design of the system. Response to family concerns is handled with great professional and cultural sensitivity.
- d. Engagement of Families in the Instructional Program: Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be enhanced by family participation.
- e. Relationships with Colleagues: Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming leadership among the faculty.
- f. Involvement in a Culture of Professional Inquiry: Teacher takes a leadership role in promoting a culture of professional inquiry.
- g. Service to the School: Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least one aspect of school life.
- h. Participation in School and District Projects: Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.
- i. Receptivity to Feedback from Colleagues: Teacher seeks out feedback on teaching from both supervisors and colleagues.
- j. Service to the Profession: Teacher initiates important activities to contribute to the profession.

## **8. Student Growth**

- a. Students demonstrate significant growth on state/national measures.
- b. Students demonstrate significant growth on local measures.
- c. Students demonstrate significant growth on other classroom measures.

## APPENDIX C5

### ADMINISTRATIVE GUIDELINES FOR PROFESSIONAL STAFF EVALUATION (MINIMALLY EFFECTIVE)

#### 1. **Classroom Organization and Management**

- a. Management of Instructional Groups: Students in only some groups are productively engaged in learning while unsupervised by the teacher.
- b. Management of Transitions: Only some transitions are efficient, resulting in some loss of instructional time.
- c. Management of Materials and Supplies: Routines for handling materials and supplies function moderately well, but with some loss of instructional time.
- d. Performance of Non-Instructional Duties: Systems for performing noninstructional duties are only fairly efficient, resulting in some loss of instructional time.
- e. Safety and Accessibility: The classroom is safe, and at least essential learning is accessible to most students.
- f. Arrangement of Furniture and Use of Physical Resources: Teacher uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.

#### 2. **Responsibility for Student Control and Discipline**

- a. Teacher Interaction with Students: Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.
- b. Student Interactions with Other Students: Students do not demonstrate disrespect for one another.
- c. Expectations: Standards of conduct appear to have been established, and most students seem to understand them.
- d. Monitoring of Student Behavior: Teacher is generally aware of student behavior but may miss the activities of some students.
- e. Response to Student Misbehavior: Teacher attempts to respond to student misbehavior but with uneven results, or there are no major infractions of the rules.

#### 3. **Instructional Program/Curriculum Suitable to Student Needs**

- a. Knowledge of Content and the Structure of the Discipline: Teacher is familiar with the important concepts in the discipline but may display lack of awareness of how these concepts relate to one another.
- b. Knowledge of Prerequisite Relationships: Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.
- c. Knowledge of Content-Related Pedagogy: Teacher's plans and practice reflect a limited range of pedagogical approaches or some approaches that are not suitable to the discipline or to the students.
- d. Value, Sequence, and Alignment: Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and at least some connection to a sequence of learning.
- e. Clarity: Outcomes are only moderately clear or consist of a combination of outcomes and activities. Some outcomes do not permit viable methods of assessment.
- f. Balance: Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.
- g. Suitability for Diverse Learners: Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.
- h. Design of Formative Assessments: Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.
- i. Use for Planning: Teacher plans to use assessment results to plan for future instruction for the class as a whole.
- j. Structure and Pacing: The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.
- k. Accuracy: Teacher has a generally accurate impression of a lesson's effectiveness and the extent to

which instructional outcomes were met.

l. Use in Future Teaching: Teacher makes general suggestions about how a lesson could be improved another time the lesson is taught.

m. Enhancement of Content Knowledge and Pedagogical Skill: Teacher participates in professional activities to a limited extent when they are convenient.

#### 4. Student Engagement in Learning

a. Resources for Classroom Use: Teacher displays awareness of resources available for classroom use through the school or district but no knowledge of resources available more broadly.

b. Resources to Extend Content Knowledge and Pedagogy: Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district but no knowledge of resources available more broadly.

c. Resources for Students: Teacher displays awareness of resources for students available through the school or district but no knowledge of resources available more broadly.

d. Expectations for Learning: Teacher attempts to explain the instructional purpose, with limited success.

e. Directions and Procedures: Teacher's directions and procedures are clarified after initial student confusion.

f. Explanations of Content: Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.

g. Use of Oral and Written Language: Teacher's spoken language is audible, and written language is legible. Both are used correctly and conform to standard English. Vocabulary is correct but limited or is not appropriate to the students' ages or backgrounds.

h. Quality of Questions: Teacher's questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.

i. Discussion Techniques: Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven results.

j. Student Participation: Teacher attempts to engage all students in the discussion, but with only limited success.

k. Activities and Assignments: Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.

l. Grouping of Students: Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.

m. Instructional Materials and Resources: Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.

#### 5. Flexibility and Responsiveness to Students

a. Learning Activities: Only some of the learning activities are suitable to students or to the instructional outcomes. Some represent a moderate cognitive challenge, but with no differentiation for different students.

b. Instructional Materials and Resources: Some of the materials and resources are suitable to students, support the instructional outcomes, and engage students in meaningful learning.

c. Instructional Groups: Instructional groups partially support the instructional outcomes, with an effort at providing some variety.

d. Lesson and Unit Structure: The lesson or unit has recognizable structure, although the structure is not uniformly maintained throughout. Progression of activities is uneven, with most time allocations reasonable.

e. Lesson Adjustment: Teacher attempts to adjust a lesson when needed, with only partially successful results.

f. Response to Students: Teacher attempts to accommodate students' questions or interests, although the pacing of the lesson is disrupted.

g. Persistence: Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw on.



## 6. Evaluation of Pupil Progress

- a. Congruence with Instructional Outcomes: Some of the instructional outcomes are assessed through the proposed approach, but many are not.
- b. Criteria and Standards: Assessment criteria and standards have been developed, but they are not clear.
- c. Assessment Criteria: Students know some of the criteria and performance standards by which their work will be evaluated.
- d. Monitoring of Student Learning: Teacher monitors the progress of the class as a whole but elicits no diagnostic information.
- e. Feedback to Students: Teacher's feedback to students is uneven, and its timeliness is inconsistent.
- f. Student Self-Assessment and Monitoring of Progress: Students occasionally assess the quality of their own work against the assessment criteria and performance standards.
- g. Student Completion of Assignments: Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.
- h. Student Progress in Learning: Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective.

## 7. Professional Characteristics

- a. Non-Instructional Records: Teacher's records for noninstructional activities are adequate, but they require frequent monitoring to avoid errors.
- b. Information about the Instructional Program: Teacher participates in the school's activities for family communication but offers little additional information.
- c. Information about Individual Students: Teacher adheres to the school's required procedures for communicating with families. Responses to family concerns are minimal or may reflect occasional insensitivity to cultural norms.
- d. Engagement of Families in the Instructional Program: Teacher makes modest and partially successful attempts to engage families in the instructional program.
- e. Relationships with Colleagues: Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.
- f. Involvement in a Culture of Professional Inquiry: Teacher becomes involved in the school's culture of inquiry when invited to do so.
- g. Service to the School: Teacher participates in school events when specifically asked.
- h. Participation in School and District Projects: Teacher participates in school and district projects when specifically asked.
- i. Receptivity to Feedback from Colleagues: Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues.
- j. Service to the Profession: Teacher finds limited ways to contribute to the profession.

## 8. Student Growth

- a. Students demonstrate minimal growth on state/national measures.
- b. Students demonstrate minimal growth on local measures.
- c. Students demonstrate minimal growth on other classroom measures.

## APPENDIX C6

### **ADMINISTRATIVE GUIDELINES FOR COUNSELING /SOCIAL WORK EVALUATION**

1. **Planning and Preparation / Individual Planning**
  - a. Demonstrates knowledge of academic and career counseling practices
  - b. Demonstrates knowledge of students
  - c. Selects counseling goals (promotion standards)
  - d. Demonstrates knowledge of resources
  - e. Monitors student progress
2. **Educational / Responsive Environment**
  - a. Creates an environment of respect and rapport
  - b. Assists students with adapting behavior
3. **Instruction / Guidance Curriculum**
  - a. Communicates clearly and accurately
  - b. Engages students in planning and goal setting
  - c. Provides feedback to students
  - d. Demonstrates flexibility and responsiveness
4. **Professional Responsibilities / System Support**
  - a. Makes referrals to outside agencies when appropriate
  - b. Maintains accurate student records
  - c. Communicates with families
  - d. Demonstrates professionalism
  - e. Supports building / district school initiatives