

AGREEMENT

BETWEEN

EAST CHINA SCHOOL DISTRICT

and

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

covering the period from

August 26, 2017

to

August 25, 2019

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	3
ARTICLE II	ASSOCIATION & TEACHER RIGHTS.....	4
ARTICLE III	RIGHTS OF THE BOARD.....	6
ARTICLE IV	TEACHERS' HOURS.....	7
ARTICLE V	SPECIAL STUDENT PROGRAM.....	9
ARTICLE VI	TEACHING CONDITIONS AND CLASS LOAD.....	10
ARTICLE VII	ASSIGNMENTS FOR THOSE WHO ARE NOT REGULATED BY THE TEACHERS' TENURE ACT.....	12
ARTICLE VIII	ILLNESS AND DISABILITY.....	12
ARTICLE IX	SPECIAL LEAVE DAYS.....	13
ARTICLE X	SABBATICAL LEAVE POLICY.....	15
ARTICLE XI	LEAVE OF ABSENCE.....	15
ARTICLE XII	TEACHER FILES.....	17
ARTICLE XIII	MENTOR TEACHERS.....	17
ARTICLE XIV	ACADEMIC FREEDOM.....	18
ARTICLE XV	PROFESSIONAL BEHAVIOR.....	18
ARTICLE XVI	PROFESSIONAL IMPROVEMENT.....	18
ARTICLE XVII	SENIORITY AND NON-TEACHER LAYOFF/RECALL.....	19
ARTICLE XVIII	CONTINUITY OF OPERATIONS.....	20
ARTICLE XIX	SCHOOL CALENDAR.....	21
ARTICLE XX	TEACHER COMPENSATION.....	21
ARTICLE XXI	INSURANCE AND BENEFITS.....	24
ARTICLE XXII	SPECIAL AND STUDENT TEACHING ASSIGNMENTS.....	26
ARTICLE XXIII	STUDENT DISCIPLINE AND TEACHER PROTECTION.....	26
ARTICLE XXIV	PROFESSIONAL GRIEVANCE PROCEDURE.....	27
ARTICLE XXV	SUPERINTENDENT'S ADVISORY COUNCIL.....	29
ARTICLE XXVI	NEGOTIATION PROCEDURES.....	29
ARTICLE XXVII	MISCELLANEOUS PROVISIONS.....	30
ARTICLE XXVIII	DURATION OF AGREEMENT.....	30
ARTICLE XXIX	ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS.....	31
SCHEDULE A1	SCHOOL CALENDAR.....	32
SCHEDULE B1	SCHEDULE B1 PROVISIONS.....	33
SCHEDULE B2	SCHEDULE B2 PROVISIONS.....	36
SCHEDULE C	2017-19 SALARY SCHEDULE.....	39
SCHEDULE D	GRIEVANCE FORM.....	41

AGREEMENT

This agreement, entered into this 24th day of July, 2017, 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, 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, or choose not 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 reimbursed by the Association in an agreed upon amount.
- G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. Neither the Board nor any of its representatives shall treat any individual covered by this Agreement any differently than the provisions that this Agreement provides.
- H. Membership in the Association shall be open to all teachers regardless of race, creed, sex and marital status or national origin.
- I. The Board shall provide the Association with one copy of the Board Policies, Rules and Regulations for each school building and two (2) copies for the Association.
- J. The EAST CHINA EDUCATION ASSOCIATION shall have the sole authority and responsibility to administer the provisions of this Agreement on a day-to-day basis on behalf of its membership.
- K. When a verbal or written complaint is received from another administrator, parent, teacher, or students, by a supervisor, directed against a teacher(s), 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

TEACHERS' HOURS

- A. A teacher's workday shall be defined as seven (7) hours and nineteen (19) minutes. High school teachers shall report for duty earlier than seven (7) minutes before the opening of the students' regular school day and shall be allowed to leave nineteen (19) minutes after the close of students' regular school day. Middle school teachers shall report earlier than eleven (11) minutes prior to the opening of the students' regular school day and shall be allowed to leave fifteen (15) minutes after the close of students' regular school day. Elementary school teachers shall report earlier than twenty-one (21) minutes prior to the opening of the students' regular school day and shall be allowed to leave five (5) minutes after the close of students' regular school day. Unless permission is granted by the building principal, teachers shall leave no earlier than the above times.
- B. A maximum of nine (9) staff meetings per school year will be used for principal or curriculum meetings, except the Monday of the regularly scheduled Board Meeting which shall be designated for an Association meeting. Staff meetings shall be no longer than thirty (30) minutes and shall conclude no later than thirty (30) minutes from the end of the teacher work day. Upon mutual agreement of the principal and the majority of the staff members, the thirty (30) minute staff meetings may be held before school but not sooner than thirty (30) minutes prior to the start of the teacher work day.

The Association will encourage teachers to attend Parent Teacher Organization 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 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. In addition, all teachers may be requested to voluntarily serve on at least one curriculum study committee beyond their regularly scheduled workday.

- 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 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 IV, 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.

ARTICLE V

SPECIAL STUDENT PROGRAM

- A. Both parties recognize that some students who have physical, mental and/or emotional impairments (disabilities as defined by law) require special education programs and services. They also recognize that without proper planning, the integration of these students into the least restrictive environment as required by law may place extraordinary demands on the regular (non-special education) classroom teacher. Accordingly, it is agreed that while all provisions of the Michigan Department of Education's rules for Special Education Programs and Services must be complied with, that in addition there will be a special consideration which could include consideration of the number of students with disabilities already assigned to the classroom and the nature of their disabilities, allocation of support staff, such as aides, special education teachers, reading teachers, counselors, and speech therapists applied to the placement of such special students.
- B. The Board will endeavor to provide a staff for an adequate program for these special students.

ARTICLE VI

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 3-5	-	Maximum 30 students - payout over 26
GRADES 6-12	-	Maximum 32 students/class - payout over 145

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 5 shall exceed thirty (30) students per teacher, and no regular classroom in Grades 6 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 fall count day, and regular classroom teachers in Grades 3-5 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 fall count day.

2. No regular classroom teacher teaching five (5) classes per day will teach more than one hundred fifty-five (155) students per day. Except as set forth in Paragraph C below, regular secondary classroom teachers having more than one hundred forty-five (145) students per day shall be paid \$50.00 per semester for each student in excess of 145 remaining in their classes after the fall count day. 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. 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 (3rd) Monday in September.
- H. The Board shall attempt to make available in each school teacher lunchroom and lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge, 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.
- I. A telephone for conference calls, so situated as to permit such calls to be made in private, will be made available to teachers in each school building. Long distance calls must be approved by the building principal.
- J. The Board agrees to post signs at parking lots indicating areas designated for teacher use upon request from an Association representative.
- K. Hazardous conditions such as improperly installed fire doors and equipment without approved safety guards should be brought to the immediate attention of the principal. If these conditions are not corrected, the teacher may refer the matter to the Grievance Committee. 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.

- L. Secondary 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.

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 District chosen Student Management System.

- M. 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 XX.

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

ARTICLE VII

ASSIGNMENTS FOR THOSE WHO ARE NOT REGULATED BY THE TEACHERS' TENURE ACT

- A. When a supplementary contract is sent 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 teachers regularly employed in the district. Appropriate Supplementary Contracts shall be issued.
- B. 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 for reasons that are arbitrary or capricious.

ARTICLE VIII

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 IX

SPECIAL LEAVE DAYS

- A. 1. SPECIAL LEAVE DAYS - WITHOUT LOSS OF PAY - A maximum of five (5) 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. Requesting a special leave day(s) will be completed electronically 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 five (5) 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 X

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 XI

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 to teachers with one (1) or more years of service for alternative employment, study or exchange teaching and other personal reasons. Teachers may request a professional growth leave for a total of one (1) year.

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. 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 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.
 5. 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.
 6. There is no guarantee of a multi-year leave except for military service.
 7. Except for FMLA leave or other statutory 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 XII

TEACHER FILES

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. 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 XIII

MENTOR TEACHERS

- A. When Bargaining Unit members are used as Mentor Teachers, such participation shall be voluntary on their part.
- 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. 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 XIV

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic traditions, to foster 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 XV

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. A teacher, if the teacher so requests, shall at all times be entitled to have present a representative of the Association regarding 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.
- C. 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.

ARTICLE XVI

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 XVII

SENIORITY AND NON-TEACHER LAYOFF/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. 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.
 2. All teachers having the same seniority will participate in a drawing-by-lot to determine their position on the seniority list. 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 ties 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.

ARTICLE XVIII

CONTINUITY OF OPERATIONS

- A. 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 in a timely manner.
 2. Once the decision to close has been made, the Administration will notify all building principals and staff via multiple resources (i.e., media, District website, robocalls, etc)
- B. 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.
- C. 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 or any legal requirement. 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.
- D. 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 XIX

SCHOOL CALENDAR

The school calendar(s) shall be as set forth in Schedule A. There shall be 180 student days and no deviation in regard to the number of teacher days in the school calendar except by mutual agreement of the Board and the Association except as provided in ARTICLE XXIII, Paragraph E. The school calendar shall reflect the legislatively required number of days and hours required to receive full State Aid under Section 1284 of the Revised School Code and under Section 101 of the State School Aid Act.

ARTICLE XX

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 receive their pay in 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.
- 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. 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 (½) 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 lieu payment in accordance with Article XXI, H.

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 thirty dollars (\$30.00) 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. Coupons are not building specific. All pay selections are final.

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

Starting with the 16th year and through the 20th year - .75% of Masters top step annually.

Starting with the 21st year and through the 25th year - 1.0% of Masters top step annually.

Starting with the 26th year and thereafter - 1.25% of Masters top step annually.

For each teacher who qualifies as of the previous June 30, the annual longevity payment will be made in the month of December. This longevity payment paid as a 403b contribution by the employer.

K. During each of year of the Agreement, the ECEA bargaining unit members who were affected by the step freezes/reductions that occurred between 2011-15 and who are not currently at top step will receive an additional ½ step increase on the salary schedule. This additional ½ step will be effective with the second semester but will be paid throughout the year on a proportionate basis.

ARTICLE XXI

INSURANCE AND BENEFITS

- A. HEALTH INSURANCE – The board will pay 80% of the premium cost for MESSA ABC Plan 1 for each regularly employed bargaining unit member who makes proper application to the Central Administration Office as required by the carrier.

The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of premiums as set forth in this paragraph.

- B. Changes in family status must be reported by the teacher on appropriate forms of the health insurance carrier within thirty (30) days of the change. The employee shall be responsible for any overpayment made by the Board on his or her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amount from future wages.

- 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 illustrative rate 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. Teachers electing to opt-out of health insurance are not eligible for dental benefits but may purchase these benefits at the District’s illustrative rate.

- 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 described below. 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.

At the conclusion of the 2015/16 school year, sixty-one (61) members received the cash in lieu payment. For the life of this master agreement and upon January 1st of any year covered by this agreement:

- 1. 61 or fewer members selecting the cash in lieu option will receive an amount equal to one-half the single subscriber rate of the health plan chosen by the greatest number of ECEA members currently in effect/month.
 - 2. 62-64 members selecting the cash in lieu option will receive an amount of \$10 more than one-half the single subscriber rate of the health plan chosen by the greatest number of ECEA members currently in effect/month;
 - 3. 65-69 members selecting the cash in lieu option will receive an amount of \$25 more than one-half the single subscriber rate of the health plan chosen by the greatest number of ECEA members currently in effect/month;
 - 4. 70 or more members selecting the cash in lieu option will receive an amount of \$50 more than one-half the single subscriber rate of the health plan chosen by the greatest number of ECEA members currently in effect/month.
- I. Employees are eligible to participate in the District’s established 125 Plan. Any insurance premiums required to be paid by the employees will be on a pre-tax basis.

ARTICLE XXII

ABSENT AND STUDENT TEACHERS

- A. 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.
- B. Supervising teachers, who voluntarily choose, to have a student 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.

ARTICLE XXIII

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. 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.
- 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 XXIV

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 as Schedule D, 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 D, 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 Revised School Code 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. 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.
 - 2. Any matter that is a prohibited subject of bargaining under PERA.

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

DURATION OF AGREEMENT

This Agreement shall be effective on August 26, 2017 and shall continue until August 25, 2019.

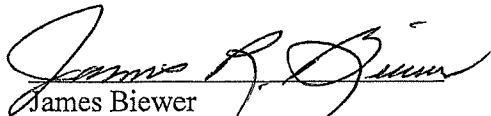
ARTICLE XXIX


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.

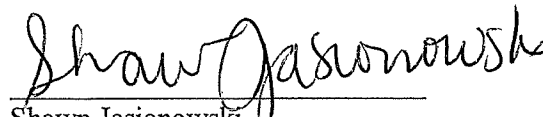
East China School District

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

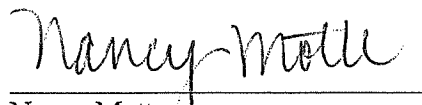

James Biewer
Board of Education President

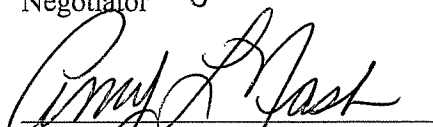

Terri Malane
E.C.E.A. President

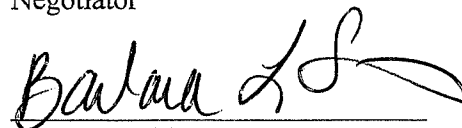

Suzanne Cybulla
Superintendent


Shawn Jasionowski
Negotiator

7-24-17
Date


Nancy Motte
Negotiator


Amy Nesh
Negotiator


Barbara Smith
Negotiator

7-24-17
Date

SCHEDULE A

EAST CHINA SCHOOL DISTRICT 2017-18 STUDENT CALENDAR

September 5	Tuesday	First Day of School for Students
September 25	Monday	Half Day All Students (1 st , 2 nd , 3 rd hrs) <i>(Teacher Inservice - PM)</i>
October 23	Monday	HS/MS Parent Teacher Conferences <i>(Evening Conferences)</i>
October 24 Only (4 th , 5 th , 6 th hrs)	Tuesday	HS/MS Parent Teacher Conf - Half Day HS/MS <i>(Afternoon & Evening Conferences)</i>
October 25	Wednesday	Half Day All Students (1 st , 2 nd , 3 rd hrs) <i>(Teacher Inservice - PM)</i>
October 31	Tuesday	Half Day All Students (4 th , 5 th , 6 th hrs) <i>(Teacher Inservice - PM)</i>
November 3	Friday	End of First Marking Period
November 8	Wednesday	Half Day Elementary Only (4 th , 5 th , 6 th hrs)
November 20	Monday	Elem Parent Teacher Conferences <i>(Evening Conferences)</i>
November 21 Only (1 st , 2 nd , 3 rd hrs)	Tuesday	Elem Parent Teacher Conf - Half Day Elementary <i>(Afternoon & Evening Conferences)</i>
November 22 - 24	Wednesday - Friday	Thanksgiving Recess
December 22	Friday	Last Day for Students before Christmas Recess
December 25 - January 5	Monday - Friday	Christmas Recess
January 8	Monday	Classes Resume
January 17	Wednesday	Half Day HS/MS Students Only (HS/MS Exams Hrs 1 & 2)
January 18 hrs)	Thursday	Half Day All Students (HS/MS Exams Hrs 3 & 4 - Elem 4 th , 5 th , 6 th)
January 19 hrs)	Friday	Half Day All Students (HS/MS Exams Hrs 5 & 6 - Elem 1 st , 2 nd , 3 rd)
February 15	Thursday	End of Second Marking Period Half Day All Students (4 th , 5 th , 6 th hrs) <i>(Teacher Inservice - PM)</i>
February 16 - 19	Friday - Monday	Mid-Winter Break
March 15	Thursday	Half Day All Students (1 st , 2 nd , 3 rd hrs) <i>(Teacher Inservice - PM)</i>
March 16	Friday	No School All Students
March 29	Thursday	End of Third Marking Period
March 30 - April 6	Friday - Friday	Spring Break
April 9	Monday	Classes Resume
May 28	Monday	Memorial Day - No School
June 12 hrs)	Tuesday	Half Day All Students (HS/MS Exams Hrs 1 & 2 - Elem 4 th , 5 th , 6 th) <i>(Last Day Elem Itinerant Classes)</i>
June 13 hrs)	Wednesday	Half Day All Students (HS/MS Exams Hrs 3 & 4 - Elem 1 st , 2 nd , 3 rd)
June 14 hrs)	Thursday	Half Day All Students (HS/MS Exams Hrs 5 & 6 - Elem 4 th , 5 th , 6 th)
		End of Fourth Marking Period Last Day for Students

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 ($\frac{1}{2}$) credit for paid J.V.*, Assistant, or Middle School experience whether here or elsewhere to a maximum of seven (7) years of total credit on the salary schedule. 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 – may receive 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. 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.
6. Sponsors and coaches who share an activity (split pay) will be allowed a full step of credit on the salary scale.
7. Only one (1) year of credit shall accrue in any one (1) school year.
8. 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:

8-26-17 to 8-25-19

B1 and B2 Activities:

Except for scheduled staff or professional development meetings, the B1 and B2 activities may commence fifteen (15) minutes after the end of the students' day.

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

SCHEDULE B1 - 2017-2019

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

<u>Position</u>	<u>2017-19 Percent</u>
<u>Athletic Trainer</u> High School	3.0
<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
	Middle School 5.5
<u>Bowling</u>	Varsity 4.0*
<u>Cheerleaders</u>	Varsity – Fall 7.0
	Varsity – Winter 7.0
	Junior Varsity – Fall 4.0
	Junior Varsity – Winter 4.0
	Middle School 5.0
<u>Cross Country</u>	Varsity 5.5
	Middle School 4.0
<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>Hockey</u>	Varsity 11.0*
	Assistant (J.V.) 7.0*
<u>Lacrosse</u>	Varsity 8.0*
<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
	Middle School	4.5**
<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*

*self-funded program, percentage provided may be used as a guide to determine parent support

** two middle school track coaches who were assigned during the 2016-17 school year will be grandfathered at 5.5% until such time as they no longer hold this position

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 may be 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.
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:

8-26-17 to 8-25-19

B1 and B2 Activities:

Except for scheduled staff or professional development meetings, the B1 and B2 activities may commence fifteen (15) minutes after the end of the students' day.

SCHEDULE B2 - 2017-2019

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

<u>Position</u>	<u>2017-19 Percent</u>
<u>Band</u>	High School 6.0 Middle School 1.5
<u>Business Education/CTE Competition</u>	\$500 stipend
<u>Choir Director</u>	High School 4.0 Middle School 1.5 Elementary 1.5/Bldg.
<u>Musical Productions</u>	Director 4.0 Instrumental Music 2.0 Vocal Music 2.0
<u>Mock Trial</u>	3.0
<u>National Honor Society</u>	High School 3.0 Middle School \$500 stipend*
<u>Plays</u>	Fall Production 4.0 Spring Production 4.0
<u>Robotics¹</u>	High School 3.0 Middle School 2.0
<u>Science Olympiad</u>	High School 3.0 Middle School 2.0
<u>School Yearbook</u>	High School 5.5 Middle School 3.5
<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
<u>Driver Education</u>	\$25/hour
<u>Coordinator of Driver Education</u>	\$1,000 per year

District Curriculum Committee \$500 per year

Faculty Game Manager \$250 per season

Mentor Teaching \$500 per year

Supervision at dances, athletic events, ticket-taking, timekeeping \$23 per activity

*self-funded program, percentage provided may be used as a guide to determine parent support at a minimum of \$500

¹limit one contract per building

SCHEDULE C
2017-18 SALARY SCHEDULE

STEP	BA	MA	MA +30
0	\$37,845	\$41,948	\$44,334
0.5	\$39,035	\$43,231	\$45,634
1	\$40,259	\$44,556	\$46,973
1.5	\$41,520	\$45,920	\$48,355
2	\$42,824	\$47,326	\$49,772
2.5	\$44,170	\$48,775	\$51,234
3	\$45,554	\$50,267	\$52,737
3.5	\$46,985	\$51,804	\$54,284
4	\$48,457	\$53,391	\$55,881
4.5	\$49,978	\$55,025	\$57,520
5	\$51,549	\$56,708	\$59,208
5.5	\$53,165	\$58,447	\$60,947
6	\$54,831	\$60,233	\$62,736
6.5	\$56,554	\$62,078	\$64,579
7	\$58,325	\$63,976	\$66,472
7.5	\$60,157	\$65,935	\$68,426
8	\$62,044	\$67,955	\$70,898
8.5	\$63,990	\$70,033	\$72,499
9	\$65,997	\$72,177	\$74,629
9.5	\$68,071	\$74,387	\$76,821
10	\$71,779	\$78,381	\$80,843

SCHEDULE C
2018-19 SALARY SCHEDULE

STEP	BA	MA	MA +30
0	\$38,224	\$42,367	\$44,778
0.5	\$39,425	\$43,663	\$46,091
1	\$40,662	\$45,002	\$47,443
1.5	\$41,935	\$46,379	\$48,838
2	\$43,252	\$47,800	\$50,269
2.5	\$44,611	\$49,263	\$51,746
3	\$46,010	\$50,770	\$53,265
3.5	\$47,455	\$52,322	\$54,827
4	\$48,942	\$53,925	\$56,440
4.5	\$50,477	\$55,575	\$58,095
5	\$52,064	\$57,275	\$59,800
5.5	\$53,696	\$59,031	\$61,556
6	\$55,380	\$60,835	\$63,363
6.5	\$57,119	\$62,699	\$65,225
7	\$58,908	\$64,616	\$67,137
7.5	\$60,759	\$66,595	\$69,110
8	\$62,664	\$68,635	\$71,607
8.5	\$64,630	\$70,733	\$73,224
9	\$66,657	\$72,898	\$75,375
9.5	\$68,752	\$75,131	\$77,590
10	\$72,497	\$79,165	\$81,651

SCHEDULE D – ECEA GRIEVANCE FORM

Name of Grievant		
Building/Assignment		
Date of Informal meeting with Principal		
LEVEL ONE		
Date Cause of Grievance Occurred		
Contract Article(s) Violated		
Statement of Grievance		
Relief Sought		
Signature of Grievant		Date
Signature of Grievant Chairperson		Date

Date Received by Principal		
Disposition by Principal*		
Signature of Principal		Date

Disposition by Grievant		
Signature of Grievant		Date

LEVEL THREE		
Disposition by Grievant		
Signature of Grievant		Date

*Attach any additional statements that may be necessary.