AGREEMENT

BETWEEN

EAST CHINA SCHOOL DISTRICT

and

EAST CHINA EDUCATION ASSOCIATION, MEA/NEA

covering the period from

August 26, 2025
to
August 25, 2027

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AGREEMENT

This agreement, entered into this 25th day of August, 2025, 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 East China School District is their mutual aim and that the character of such education depends predominantly 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 l965, 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 l965, 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-l2 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 any teacher rights 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 nonconfidential 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 ECEA shall have the sole authority and responsibility to administer the provisions of this Agreement on a daytoday 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 (l0) 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

MEMBERSHIP STATUS AND PAYROLL DUES DEDUCTION

It is agreed that any bargaining unit employee covered by the terms of this agreement may voluntarily join the East China Education Association by completing the membership application and submitting it to the Association President or the Michigan Education Association (MEA).

Within 30 days of the beginning of the employment hereunder, the bargaining unit employee of the Association or any employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of membership dues and assessments to the Association. Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. An employee who authorizes payroll deductions under this ARTICLE may withdraw such an approval at any time by written notice to the District and the Association. Upon receipt of such written notice the District shall cease withholding the deductions for which authorization has been revoked. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than 30 days after the date the written notice is received by the District.

The Employer shall process payroll deduction forms received from members within 14 days of receipt. Such authorizations shall continue in effect from year to year unless revoked in writing by the member under procedures administered by the Association.

Pursuant to such authorization, deduction of membership dues shall be made from 18 consecutive pays beginning in October of each year, and the District agrees to remit to the Association all monies so deducted, within two weeks of each payroll deduction, accompanied by a list of bargaining unit employees from whom the deductions have been made. The amount of the deduction shall be determined by the Association each year.

Upon receipt of authorized payroll deductions for Association dues the Employer shall transmit these payments to the MEA via provided ACH within 10 days of when the payroll deduction took place. Accompanying the distribution of payments will be a report indicating the specific dues amount attributable to each employee with the employee's name and employee ID number. The Association will provide a Sheets/Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10 day requirement.

In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this ARTICLE, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and

b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and

c. The Association shall have authority, with agreement by the Employer, to compromise and settle all claims which it defends under this section.

ARTICLE IV

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 V

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. When the school calendar provides for 16 PLC sessions per year, a maximum of four (4) 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 release 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 inservice training, evaluation, or for other matters, which meetings may be scheduled during nonschool 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. Teachers who actively participate in the elementary open house or secondary registration day prior to the start of the school year will be allowed to work remotely on the second half day of the school year.

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. Tenured 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 students who need special help, supervising 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 multigrade 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 that the 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. Social workers, teacher consultants, and counselors may work an additional six days beyond the school calendar. These days will be paid at their regular daily rate. If worked, three of the six will be prior to the start of the school year while the remaining three days will be following the end of the school year. The specific days will be mutually agreed upon between the principal and the counselor.

ARTICLE VI

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 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 3-5	Maximum 30 students payout over 26
GRADES 6-12	Maximum 32 students/class payout over l45

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 l2 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 (l55) students per day. Except as set forth in Paragraph C below, regular secondary classroom teachers having more than one hundred forty five (l45) students per day shall be paid $50.00 per semester for each student in excess of l45 remaining in their classes after the fall count day. If a teacher works less than full time, the class size limits will be pro-rated.

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. The Administration and Union agree to meet to discuss any necessary deviations from the limits set forth in Paragraphs A and B above.

D. Speech Therapists shall be paid $50 per student per semester for each student in excess of 60 on their caseload after the fall count day.

E. Counselors shall be paid $50 for every 25 students per semester over 300 on their caseload after the fall count day.

F. Occupational Therapists and Special Education Resource Room teachers shall be paid $50 per student per semester for each student in excess of the maximum number allowed by MARSE and any ISD waivers.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

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

N. 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 wellbeing. 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.

O. 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.

P. 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.

Q. 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 XXIV.

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

ARTICLE VIII

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 IX

ASSIGNMENTS, TRANSFERS, AND VACANCIES

A. All bargaining unit employees shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1. For secondary bargaining unit employees, such notice shall include building, department(s), and a listing of probable courses to be taught. For other bargaining unit employees, such notice shall include work locations and/or work schedule.

Bargaining unit employees shall only be assigned in areas in which they are appropriately certified. Whenever possible, bargaining unit employees will be retained in their current assignment.

B. VOLUNTARY TRANSFERS - A voluntary transfer shall be defined as either a voluntary change in:

1. a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit,
2. in building assignment [building assignment differentiates physical building as well as grade level according to the following distinctions: elementary (grade preK-5), middle school (grades 6-8) and high school (grades 9-12)],
3. in grade level(s) included in an assignment in preK-5,
4. in subject area(s) included in an assignment,
5. in a non-classroom assignment such as interventionist, guidance counselor, etc., or
6. in a Special Education assignment such as learning disability, cognitively impaired, etc.

The Superintendent or designee will send bargaining unit members a request for transfers by April 1. In the request, the bargaining unit member shall specify the school, grade, and subject/position sought. Subject to certification or licensure, a request for voluntary transfer for bargaining unit employees shall be based on the qualifications listed below. Voluntary transfers shall be granted to certified, qualified, or licensed bargaining unit employees prior to considering external applicants.

a. Bargaining unit employees with the highest evaluation rating shall be placed into the vacancy. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

b. Where evaluation ratings are the same, the bargaining unit employee with the highest seniority shall be placed into the vacancy.

When a vacancy matching the request exists, a response, in writing, indicating whether the request for transfer has been approved or denied. If a request for transfer has been denied, the response will indicate the reason(s) for denial. The following shall constitute valid reasons for denial of voluntary transfer:

- Bargaining unit employee is not certified;
- Bargaining unit employee is not qualified;
- Bargaining unit employee is not licensed;
- Bargaining unit employee is on an improvement plan;
- Bargaining unit employee has received an ineffective/needing support rating in the prior year.
- Position was filled by a bargaining unit employee with a higher evaluation rating or more seniority.

Vacancies caused by a voluntary transfer shall be posted unless that vacated position is being eliminated.

C. INVOLUNTARY TRANSFERS - An involuntary transfer shall be defined as a change in building assignment, or a change in grade or department assignment, or a change in position. Whenever possible, thirty (30) days' notice of the intention to transfer, specifying the reasons for and the specific position to be transferred to, shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only the individual's performance, a necessary reduction in the workforce, or in order to recall a bargaining unit member on layoff.

If the affected bargaining unit employee feels that there is a legitimate objection to the transfer, a conference will be held with the Superintendent or designee concerning such objection.

D. VACANCIES - Vacancy shall be defined, for purposes of this Agreement, as a position within the bargaining unit presently unfilled, including newly created positions, as well as positions currently filled but anticipated to be open for a period of ninety (90) or more school days.

1. The Employer shall publicize the vacancy by giving written notice to the Association President, posting the vacancy on the District website, and sending the posting, by email, to all bargaining unit employees. The vacancy shall be posted for at least five (5) work days. If the posting is for a job that is new to the District, then a sufficient description of the job content shall be included in the posting as well as the certification requirement. No position shall be permanently filled until the expiration of the posting period.

2. Vacancies shall be filled by honoring a bargaining unit employee's request for transfer or by recalling a bargaining unit employee placed on layoff status. Should it not be possible to recall a laid-off bargaining unit employee to a vacancy or honor a bargaining unit employee request for transfer, the Employer may fill the vacancy from outside the bargaining unit. Such person shall become an employee of the bargaining unit and shall enjoy all the rights and privileges of a bargaining unit employee.

3. Vacancies for specialized positions that require specific experience and/or knowledge (such as Academic Interventionists, Teacher Consultants, core content specials at the elementary level) will be filled through the interview process except in the case of reduction of staff where the provisions of Reduction, Layoff, and Recall shall apply. Positions designated as specialized positions must be mutually agreed upon by the District and the Association.

4. Placement decisions will remain consistent with the Revised School Code Section 1248, based on the following clear and and transparent factors:

   a. Staffing the curriculum with the most effective, certified and qualified teachers to instruct the applicable coursed, grades, and school schedule;

   b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations;

   c. Teacher placement decisions must be made based on teacher effectiveness criteria established in the Revised School Code Section 1249;

   d. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic levels, and departments;

   e. In addition, teachers must be fully qualified for all aspects of their assignment, as determined by the Board, based on documentation on file with the Superintendent's office;

   f. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

   g. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

   h. Previous disciplinary record, if any;

   i. Length of service at a grade level, or subject area;

   j. Recent relevant and/or comparable teaching assignments;

   k. Professional responsibilities as outlined in the district's evaluation tool;

   l. Attendance and punctuality (to include review of the most recent three year history, including looking for patterns of attendance/punctuality unrelated to FMLA leaves);

All criteria being equal between two candidates, overall length of service to the East China School District as a certified teacher shall be the tiebreaker.

ARTICLE X

SENIORITY AND TEACHER/NON TEACHER LAYOFF/RECALL

A. The Administration will compile a list of teachers showing seniority and certification including majors and minors. The seniority list will be emailed to all members annually. Teachers shall be responsible to communicate any errors in writing to the Personnel Office within ten (10) work days. Thereafter, the 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. 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 who start work at the beginning of the school year on or about September l, seniority starting date shall be the same.

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.

B. In the event economic conditions or declining enrollment demands a reduction in services, the parties will confer and in order to promote an orderly reduction in personnel, the following procedures will be used:

1. The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters. Bargaining unit employees being laid off shall receive a minimum thirty (30) calendar day notice in writing before the effective date of layoff for those layoffs

C. Order of Reduction: In the event of layoff the order of reduction for bargaining unit employees shall be as follows:

1. Non-certified bargaining unit employees, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit employees to replace them as allowed by law.

2. If reduction is still necessary, then probationary bargaining unit employees, tenured bargaining unit employees, and bargaining unit employees in positions that do not require certification will be laid off based on the following:

   a. Bargaining unit members with the highest evaluation rating shall be retained. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

   b. Where evaluation ratings are the same, the bargaining unit members with the most seniority shall be offered the position.

3. The Employer shall give written notice of layoff by sending a registered letter or certified letter to the bargaining unit employee at his/her last known address. It shall be the responsibility of the bargaining unit employee to notify the Board of any change in address.

4. Bargaining unit employees who are laid off shall have applicable insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit employees shall have insurance benefits continued and paid for by the Board until the end of the month that follows the date of layoff. After that, a laid off bargaining unit employee may continue insurance benefits in accordance with the Carrier's layoff/benefit continuation policy inclusive of paying the subscriber group rate premium in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

5. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

D. Recall Procedure -

1. No positions shall be declared vacant if there are people on layoff status who have the appropriate State licensure, authorization, or certification to be recalled to an available position. The Board will make all transfers necessary to prevent layoffs of bargaining unit employees.

2. If there are bargaining unit positions that are created and/or vacant, laid off bargaining unit employees who are certified and qualified or licensed for the position(s) will be given the first opportunity to fill such positions. Notification shall be given to all laid off bargaining unit employees and the vacancy or vacancies shall be filled based on the following:

    a. Bargaining unit members with the highest evaluation rating shall be offered the position. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

    b. Where evaluation ratings are the same, the bargaining unit members with the most seniority shall be offered the position.

3. Any laid off bargaining unit employee to whom notice of recall was sent by certified mail, return receipt requested, must notify the Board of the acceptance of the position within seven (7) calendar days of the date the recall notice was mailed from the Board Office. If the laid-off bargaining unit employee fails to respond or accept the offered full-time position, that bargaining unit member shall be removed from the recall list.

4. It is the responsibility of the laid-off bargaining unit employee to notify the Personnel Office of any mailing address change.

5. A laid off bargaining unit employee shall retain recall rights for a period of two years following the layoff.

E. Miscellaneous/Definitions -

1. District seniority for the purposes of this ARTICLE means total service in the bargaining unit, 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. A teacher who loses time in seniority will be placed ahead of any teacher(s) who have the same seniority date.

3. **Certification** - Shall be defined as holding the required certificates, endorsements, licenses and/or approvals required by law to serve in the position assigned. Further, it is the bargaining unit employee's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a bargaining unit employee on file with the District shall be considered conclusive for all purposes under this Agreement.

   The bargaining unit employee shall provide written notice to the Employer and Association of any change to certificates, endorsements, licenses, or approvals after the original filing of the same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon.

4. **Qualification** - Bargaining unit employees shall be considered qualified for positions for which they possess the appropriate degree requirement, certification or licensure.

ARTICLE XI

ILLNESS AND DISABILITY

A. Sick days without loss of pay shall accrue at the rate of one and three-tenths (1 and 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 (1-½) days per month or fifteen (l5) 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. 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. Illness or physical disability of an employee's immediate family member requiring the employee's care and attention.

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 (l0) 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 XII

SPECIAL LEAVE DAYS

A. 1. SPECIAL LEAVE DAYS WITHOUT LOSS OF PAY A maximum of five (5) special leave days (noncumulative) 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. However, no more than three (3) special leave days may be taken consecutively unless prior written approval (in addition to WillSub) is granted by the Assistant Superintendent; it is clearly understood that that the granting or not granting of this request is at the sole discretion of the Assistant Superintendent and the decision is not subject to the grievance procedures.

Special leave day requests require a five (5) days advance notice except for funerals of relatives or close personal friends. In case of an emergency, the Assistant Superintendent may waive the five (5) days advance notice. Requesting a special leave day(s) will be completed electronically and approval of the Assistant Superintendent 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 XI). 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 Assistant Superintendent denies use of a special leave day, an aggrieved teacher may appeal to the Superintendent 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.l. 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. Excluding funeral leave, 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 (noncumulative). Additional days may be taken only with the approval of the Assistant Superintendent and must be submitted seven (7) days in advance of the date of the requested absence. The decision of the Assistant Superintendent 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 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 received and the employee's regular salary for school days not worked because of being so subpoenaed.

ARTICLE XIII

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 XIV

LEAVE OF ABSENCE

A. Leave of absence, without pay, fringe benefits or salary credit.

1. PERSONAL ILLNESS (Pregnancy, Illness, Disability or Maternity) - Teachers 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 XXV, Paragraph C, for a period of one (1) year under the commencement of his/her approved illness leave.

2. CHILD CARE LEAVE OR MATERNITY LEAVE - A child care or maternity leave may be taken by a teacher. The Board shall grant such leave to a teacher with one (1) or more years of service in the District. The leave may be granted for the succeeding school year if requested on or before April 1st of the previous school year. The teacher on leave shall indicate 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 - Leaves 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 the teacher's personal physician that the teacher can continue to teach without danger to the teacher's health and wellbeing. 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 wellbeing.

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 multiyear leave except for military service.

7. Except for FMLA leave or other statutory leave, the request for such leave must be submitted to the Assistant Superintendent by April 1st in order for the leave to be approved for the succeeding school year.

ARTICLE XV

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, and said response shall become a part of said file.

ARTICLE XVI

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 XVII

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 XVIII

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 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 XIX

EMPLOYEE PROTECTION/DISCIPLINE

No bargaining unit employee shall be disciplined for reasons that are arbitrary or capricious. The term "discipline" as used in the Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure, hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than at the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher, the mandated, standard and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

A. PROGRESSIVE DISCIPLINE - The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit employee will be notified in writing of the alleged violations together with suggested corrections for improvement. A program of progressive discipline will be applied as determined by the District in its sole discretion based on circumstances leading to the discipline. The following progression of discipline for each unrelated incident may be followed as determined by the District based on the facts and circumstances:

1. Verbal warning, then
2. Written warning, then
3. Verbal reprimand, then
4. Written reprimand, then
5. One-day suspension without pay, then
6. Three-day suspension without pay, then
7. Further suspensions without pay, then
8. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement, unless specifically stated above. The parties recognize that the severity of an offense may result in acceleration of progressive discipline or not applying progressive discipline at all provided there is just cause for the actions where required in this ARTICLE.

B. ASSOCIATION REPRESENTATION - The employee has the right to association representation in any matter that will or may result in disciplinary action. If the employee requests representation, the Association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

C. COMPLAINTS AND NOTIFICATION - Except when immediate action is necessary for the health, safety, and welfare of students, a bargaining unit employee shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged bargaining unit employee-administrative meeting where reasons for giving a warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance shall be stated.

No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee;s file, the affected bargaining unit employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Any alleged serious or repetitious infractions of rules or delinquency in professional performance not brought to a bargaining unit employee's attention within two (2) weeks of said infraction, shall not be the subject of further evaluation or record.

D. MISCELLANEOUS PROTECTIONS -

1. No bargaining unit employee will evaluate or discipline other bargaining unit employees.

2. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

3. The District shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, State or federally mandated committees. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.

E. PROTECTION OF TEACHERS/STUDENT DISCIPLINE -

1. Student discipline is the mutual responsibility of the teachers and the building administrator. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of discipline in the classroom. The teacher recognizes the District's right to adopt policies, rules and regulations in regard to the establishment and maintenance of discipline in the school. The teacher agrees to support such policies, rules and regulations. The teacher acknowledges that this joint recognition between the teachers and the District will result in the most effective and efficient method of operation and conduct of the schools.

a. It is agreed that each teacher shall initially be responsible for classroom discipline. When a discipline problem is such that the teacher cannot carry out the normal lesson plan, the teacher may temporarily send a student to the appropriate building administrative office. The teacher shall enter in the student information system, as promptly as possible, a brief summary of what the student did, and what action has been taken thus far. The principal shall then communicate with the teacher prior to returning the student to the classroom.

b. In case of disciplinary action of a student, the administrator may make contact with the parents or guardians or request the teacher to make such a contact, or decide that no contact need be made and also take whatever other action the administrator deems necessary. The teacher shall keep a log in instances where a student's disruptive behavior seems persistent. In support of the teacher, the log may be used by the administrator when further discipline, including either suspension or expulsion, is taken by the District.

i. When a teacher is in communication with a parent or guardian and this person is nonresponsive, combative and/or unwilling to work with the teacher in the disciplining of the student, the teacher shall advise the appropriate building administrators in writing as to the teacher's actions in dealing with the disciplinary manner. The administrator will contact the parent or guardian and assume responsibility for the disciplinary action. The administrator shall inform the teacher of the action taken. This support from the administration shall continue as required for additional disciplinary issues.

2. No action shall be taken upon any complaint by a parent of a student directed toward a teacher until fully investigated nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

3. Recommendation for promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of the principal and Superintendent of Schools. No student's grades shall be changed without the knowledge of the teacher.

F. ASSAULTS & PROPERTY LOSS/DAMAGE - Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer and an incident report filed. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer may provide legal counsel to the bargaining unit employee to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit employee, for the cost of damages to or destruction or loss of the bargaining unit employee's personal property if caused by interaction with a student, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

1. Teachers have every right to defend themselves in the case of physical assault, and to expect prompt and adequate measures to be taken in such cases to the extent of the District's legal authority to act. Use of physical force to restrain a student or stop a fight is permissible in accordance with legislation.

2. The District believes that a staff member should be able to work in an environment free of threatening speech or actions. Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical and/or psychological well-being is strictly forbidden. Any student who is found to have threatened a teacher shall be subject to discipline and/or reported to the authorities. For the purpose of this policy, "threat of assault" shall be defined as any willful physical, verbal, written, or electronically transmitted threat to inflict injury upon another person, under such circumstances that create a reasonable fear of imminent injury.

3. When a teacher is injured while on duty, where appropriate, the matter will be referred to the district's workers' compensation carrier to process the claim. In the case of an assault upon a teacher or any injury that occurs during the work day, the teacher will not be charged from their leave bank should they need to seek medical treatment that day as provided by the District.

4. The Board will issue student discipline in accordance with current State law and Board policy.

ARTICLE XX

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 XXI

TEACHER EVALUATION

A. Beginning with the 2024-2025 school year, the District shall use the following performance evaluation system:

1. The 5D+ Rubric for Instructional Growth and Teacher Evaluation or a mutually agreed upon state-approved tool.

2. Teachers may choose from the following options:

   a. 20% of data will be calculated using the District-wide NWEA data for Grades K-10 and an alternate normed test for Grades 11-12

   b. 10% of the data will be calculated using District- wide NWEA data and 10% will be from teacher generated data that is agreed upon with administration

B. Process:

1. There will be post-observation feedback, year-end evaluation feedback, and Individual Development Plan (IDP) provided as needed.

2. There shall be a minimum of two classroom observations of a teacher in each school year that the teacher is evaluated. One observation will be unscheduled while the other can be scheduled between the evaluator and the teacher. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

   a. Building administrators shall perform the observations of the teacher in their buildings. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.

   b. The observation must include a review of pupil engagement in the lesson that is observed.

   c. To ensure 1.a and 1.b above, the observation shall be no less than fifteen (15) consecutive minutes. After the first post-observation meeting and after successive post-observation meetings, the teacher may request successive observations be no less than thirty (30) consecutive minutes.

   d. Notice of the planned observation date shall be given to the teacher at least two (2) school days prior to the observation.

e. Feedback on the observation will be discussed during a post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation. Any significant areas of improvement that are noted will be communicated in writing. A separate conference between the evaluator, teacher, and Association representative, will be held to discuss these needed areas of improvement if requested by the teacher.

f. There shall be at least two classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 calendar days apart. The first observation shall occur no later than December 15 (or a mutually agreed upon date by the evaluator and teacher) of each school year. One evaluation shall occur in each semester of the school year.

g. A mid-year performance update shall be provided to any teacher for whom there is a concern that he/she may be rated less than effective.

3. Beginning in the 2024-2025 school year, the annual evaluation system will assign a year-end rating of "Effective," "Developing," or "Needing Support." The year-end evaluation determination shall be delivered at a meeting with the observing administrator and the teacher by the last school day in May unless mutually agreed upon by the teacher and their evaluator. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

4. A teacher will not be assigned an evaluation rating and must be designated as unevaluated for a school year if the teacher worked less than 60 days in that school year, or the teacher's evaluation results were vacated through the grievance procedure, or there were extenuating circumstances and the teacher and the district agree to designate the teacher as unevaluated because of the extenuating circumstances. If a teacher receives an unevaluated designation, the teacher's evaluation rating from the previous school year before that designation shall be used for consecutive purposes.

5. If a tenured teacher has been rated "Highly Effective" or "Effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. Teachers' ratings from years previous to the 2024-2025 school year will be used for determining the three consecutive years. If the subsequent year-end rating is not "Effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "Effective" rating for an additional three (3) consecutive years. To provide an orderly process for the evaluation cycle, eligible teachers will be randomly assigned, according to seniority, on a rotational basis in determining the year in which they will initially be evaluated under this section.

6. Teachers whose most recent evaluation rating is "Developing" or "Needing Support" shall submit a self-assessment and growth plan. Teachers whose most recent evaluation rating is "Effective" (non-evaluation years) shall not be required to submit either a self-assessment or growth plan. A mid-year check-in/meeting will continue to be part of the improvement/growth process for all teachers. Goals must be submitted in the agreed-upon evaluation tool. These goals will include one building goal and two other goals as agreed upon with the building or department administrator.

7. In addition to the above procedures (Sections B. 1-5), teachers who are evaluated with an Individualized Development Plan (IDP) (received a "Minimally Effective", "Ineffective" prior to July 1, 2024, or "Needing Support", or "Developing" rating thereafter, and/or 1st-year teachers) shall be provided the following:

   a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.

   b. Training to be provided by the District to assist the teacher in meeting the goals of the IDP.

   c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

   d. A Mentor teacher, as defined by ARTICLE XVI, that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

8. Any non-compliance with the evaluation process as described above may be subject to the grievance process.

9. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "Needing Support" shall have the following due process rights to challenge said rating:

   a. The teacher may request a meeting to appeal the evaluation and the rating to the Superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than 14 calendar days after receipt of the request for review. A written response to the review with any modifications of the year-end performance rating shall be provided to the teacher within thirty

(30) calendar days after receipt of the request for a review and before making any modifications.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the Superintendent.

ii. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of "Needing Support" may demand to use the grievance procedure as outlined in ARTICLE XXVIII.

D. Training on the evaluation system, tools, and reporting forms:

1. Within the first four (4) weeks of each school year, the District shall provide, during professional development time, training to all teachers who are hired after July 1, 2024 on the evaluation system, reporting forms, and other important components of the year-end evaluation process and how each reporting form is used during the process. If a newly hired teacher can provide evidence that they have been trained or been evaluated using the current district evaluation tool, no further training will be required.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE and minimally includes all of the following:

a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.

b. Clear expectations for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are associated with effective teaching.

c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

e. Ongoing support for evaluators, including feedback and coaching from a professional organization to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE XXII

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 l0l (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 l80 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 the parties are unable to reach agreement on calendar adjustments within seven (7) working days of the meeting, the Board of Education shall, at its next meeting whether regular or special, determine the dates upon which 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 makeup dates, the rescheduled days shall be held on the last week day(s) immediately following the last day of pupil instruction.

ARTICLE XXIII

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 XXII. 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 XXIV

TEACHER COMPENSATION

A. The base salaries of teachers covered by this Agreement are set forth in Schedule C which is attached to and incorporated in this Agreement. The 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 reemployed 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: fifty dollars ($50.00) per day with a maximum payment of six thousand five hundred dollars ($6,500).

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 the standard IRS mileage rate.

F. Teachers employed after the beginning of the school year shall have their salary based on the remaining "Days Teachers Paid" (see School Calendar). Credit for one half step on the salary schedule will be given only if the teacher is paid for sixty six and two-thirds 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.

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 (l) of the following options:

1. Full premium coverage for both the dental and vision plans; or

2. Cash in lieu payment in accordance with ARTICLE XXV, H.

H. 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 Office 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. Any requirements for the M.A. Degree completed on or after June 1st will not be recognized for salary purposes until the first workday of the next school year and retroactive payment will not be made.

I. 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 Master's 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 Master's Degree may meet the requirements of this Section by following the approved program of the college or university in their teaching field or assignment.

4. The teacher will be placed on the Master's 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 Master's plus thirty schedule the first day of the second month following the verification meeting.

J. 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-five dollars ($35.00) 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.

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

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

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

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

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

L. Teachers currently on steps will be advanced one full step effective with the first pay in September.

M. Pursuant to the merit pay provisions in Section 1250 of the Revised School Code, bargaining unit members shall be eligible for an off schedule merit payment bonus as follows to be paid with either the June 23 or July 8 pay:

0-3 absences per school year	$100.00
4-5 absences per school year	$50.00

For purposes of this ARTICLE, absences shall be defined as days taken off as Personal Illness, Family Illness, No Review, Coupon Conversion, and any days taken without pay. Absences due to School Business, Union Business, Jury Duty, and Funeral Leave for immediate family members are not included.

ARTICLE XXV

INSURANCE AND BENEFITS

A. HEALTH INSURANCE – The board will pay 80% of the premium cost for MESSA ABC Plan for each regularly employed bargaining unit member who makes proper application to the Central Administration Office as required by the carrier. Effective January 1, 2026, the Board will pay 80% of the premium cost for MESSA ABC 2 with $2,000/$4,000 deductibles and five tier RX. Beginning January 1, 2026, the District will fund 50% of the $2.000/$4,000 deductible through a contribution to the employee's health savings account.

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. Effective January 1, 2026, the policy carrier for this group term life insurance will be MESSA. 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 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. Effective January 1, 2026, the policy carrier for long-term disability insurance will be MESSA. 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 resigns or is laid off at the end of the school year, through August or until they are covered by another plan, whichever is earlier.
3. If a teacher retires effective July 1 or August 1, at the time they are eligible for MPSERS (ORS) 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. Effective January 1, 2026, the vision plan will be MESSA Vision Preferred. 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.

For the life of this master agreement and upon January 1st of any year covered by this agreement, members who select the cash in lieu option will receive an amount equal to $50 more than one-half of the single subscriber rate of the health plan chosen by the greatest number of ECEA members currently in effect per 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 XXVI

ABSENT AND STUDENT TEACHERS

A. Teachers shall call/enter 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 teacher 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 XXVII

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 official duties, the Board will provide legal counsel to confer with the teacher as to 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 a personal leave 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 students on 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 bargaining unit members of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the bargaining unit member(s) 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 XXVIII

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, the teacher shall first discuss the alleged grievance with the building principal either personally or accompanied by an 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 designated representative.

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 the disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy 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 designee shall meet with the two (2) Association representatives on the grievance and shall indicate the disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy to the Association.

F. LEVEL THREE - If the Association is not satisfied with the disposition of the grievance by the Superintendent or 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. 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 its own expense in connection therewith.

I. A written summary shall accompany the grievance through each step. Such summary 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 l.

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 XXIX

SUPERINTENDENT'S ADVISORY COUNCIL

A. A Superintendent's Advisory Council (SAC) shall review areas recommended by the Board or the Association. This Council will be composed of up to ten (10) members: the Superintendent, the Association President, up to four (4) members designated by the Board, up to 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 reviewed and approved by the parties and shared with the building principals 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. Upon request of the Association, all recommendations made by the Superintendent's Advisory Council shall be transmitted to the Board.

E. Building administrators and Association building representatives are encouraged to resolve any issues related to changes in building/classroom practices at the building level. Should a difference of opinion remain, the matter may be discussed by the Association President and Superintendent at the regularly scheduled SAC meeting.

ARTICLE XXX

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 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.

G. The parties agree to reopen negotiations to meet and confer on the 2026-27 salary schedule before June 1, 2026.

ARTICLE XXXII

DURATION OF AGREEMENT

This Agreement shall be effective on August 26, 2025 and shall continue until August 25, 2027.

ARTICLE XXXIII

ANNEXATIONS AND CONSOLIDATION 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

Michael Westrick
Board of Education President

Suzanne Cybulla
Superintendent

August 25, 2025
Date

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

Shawn Jasionowski
E.C.E.A. President

Jason Diller
Negotiator

Scott Fryer
Negotiator

Dale McNabb
Negotiator

Kika Milligan
Negotiator

Barbara Smith
Negotiator

Micah Volz
Negotiator

Sept. 4, 2025
Date

SCHEDULE A

EAST CHINA SCHOOL DISTRICT
2025-26 SCHOOL CALENDAR

August 27	Wednesday	Professional Development Day (no students)
August 28	Thursday	Professional Development Day (no students)
September 2	Tuesday	1st Day of School-Half Day All (Elem/Sec AM)
September 3	Wednesday	Half Day All Students (Elem/Sec PM)
September 17	Wednesday	PLC Early Release (2 hours)
October 15	Wednesday	PLC Early Release (2 hours)
October 16	Thursday	Elem/Sec Parent Teacher Conferences (no students)
October 17	Friday	No School
October 31	Friday	Half Day Elementary Only (AM) End of 1st Marking Period
November 19	Wednesday	PLC Early Release (2 hours)
November 26 - 28	Wednesday - Friday	Thanksgiving Recess - No School
December 17	Wednesday	PLC Early Release (2 hours)
December 22 - January 2	Monday - Friday	Christmas Recess - No School
January 5	Monday	Classes Resume
January 14	Wednesday	Half Day HS/MS Students Only *(HS/MS Exams Hrs 1 & 2)*
January 15	Thursday	Half Day HS/MS Students Only *(HS/MS Exams Hrs 3 & 4)*
January 16	Friday	Half Day All Students *(HS/MS Exams Hrs 5 & 6)* (Elem PM) End of 2nd Marking Period
January 21	Wednesday	PLC Early Release (2 hours)
February 13 -16	Friday - Monday	Mid-Winter Break (Wellness Weekend)
February 17	Tuesday	Professional Development Day (no students)
February 25	Wednesday	PLC Early Release (2 hours)
March 18	Wednesday	PLC Early Release (2 hours)
March 27	Friday	Half Day Elementary Only (AM) End of 3rd Marking Period
March 30 - April 6	Monday - Monday	Spring Break - No School
April 7	Tuesday	Classes Resume
April 15	Wednesday	PLC Early Release (2 hours)
May 13	Wednesday	PLC Early Release (2 hours)
May 25	Monday	Memorial Day - No School
June 8	Monday	Half Day All *(HS/MS Exams Hrs 1 & 2)* (Elem PM)
June 9	Tuesday	Half Day All *(HS/MS Exams Hrs 3 & 4)* (Elem AM)
June 10	Wednesday	Half Day All Students *(HS/MS Exams Hrs 5 & 6)* End of 4th Marking Period Last Day for Students

SCHEDULE B1 PROVISIONS

1. The 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 – 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 (e.g., 7th grade girls' track and 7th grade boys' track experience are considered the same).

6. 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.

7. Sponsors and coaches who share an activity (split pay) will be allowed a full step of credit on the salary scale.

8. Only one (1) year of credit shall accrue in any one (1) school year.

9. Other than activities in which stipends are issued, all coaches/sponsors who are employed by the East China School District in another regular capacity will receive a $250 stipend in addition to the percentage allocated.

10. A final percentage for a new activity is subject to negotiations with the ECEA (a tentative percentage will be assigned).

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 (½) credit for inside experience.

SCHEDULES B1 and B2 - 2025-2026

EXTRA PAY FOR EXTRACURRICULAR DUTIES

Position	2025-26 Percent
Group 1:	**12**
Head Varsity Football	
Head Varsity Basketball	
Group 2:	**11**
Head Varsity Wrestling	
Head Varsity Volleyball	
Head Varsity Swim	
Group 3:	**8**
Head Varsity Lacrosse	
Head Varsity Baseball	
Head Varsity Softball	
Head Varsity Track	
Head Varsity Cheerleading - Sideline/Competitive	
Head Varsity Tennis	
Head Varsity Soccer	
Head Varsity Cross Country	
Head Varsity Golf	
Group 4:	**7**
Varsity Assistant Football (2)	
Varsity Assistant Swim	
Junior Varsity Basketball	
Junior Varsity Football	
Junior Varsity Wrestling	
9th Grade Basketball	
Group 5:	**6**
Junior Varsity Baseball	
Junior Varsity Cheerleading	
Junior Varsity Softball	
Junior Varsity Tennis	
Junior Varsity Volleyball	
Varsity Assistant Track (2)	
Varsity Assistant Football (2)	
9th Grade Volleyball	
Middle School Basketball	
Vocal Music/Choir Director (annual)	
High School Yearbook	
High School 12th Grade Class Sponsor	

Group 6:	**5**
Middle School Cross Country	
Middle School Football	
Middle School Track	
Middle School Volleyball	
Middle School Wrestling	
Middle School Cheerleading	
High School Band - Fall	
High School Musical Theater Director - Spring	
Group 7:	**4**
High School Student Leadership	
High School National Honor Society	
Theater Director - Fall Show	
Theater Director - Spring Show	
Middle School Band (annual)	
Middle School Yearbook (annual)	
Group 8:	**3**
High School Robotics	
High School Science Olympiad	
High School Mock Trial	
High School Musical - Vocal Music	
High School Musical - Instrumental Music	
High School Band - Spring	
High School Student Leadership Assistant	
Middle School National Honor Society	
Middle School Science Olympiad	
Middle School Robotics	
Middle School Student Council	

Annual Stipends:	
East China Virtual Academy (ECVA)	$5,000
Multi-Tiered System of Supports (MTSS) Leadership Team	$2,000
Key Identified Personnel (KIP) Team	$500
Mentor Teaching	$500
Visual Art shows	$300*
Elementary vocal music concerts	$300*
Faculty Game Manager	$250 per season
Supervision at dances, athletic events, ticket taker, timekeeping	$23 per activity

**For performances outside of school hours - limited to three per teacher/year*

SCHEDULE C
2025-26 SALARY SCHEDULE

STEP	BA	MA	MA +30
0	$43,236	$47,923	$50,651
0.5	$44,595	$49,389	$52,135
1	$45,994	$50,904	$53,665
1.5	$47,434	$52,462	$55,242
2	$48,924	$54,069	$56,862
2.5	$50,461	$55,724	$58,533
3	$52,044	$57,428	$60,251
3.5	$53,678	$59,184	$62,017
4	$55,360	$60,997	$63,841
4.5	$57,097	$62,863	$65,714
5	$58,892	$64,786	$67,642
5.5	$60,739	$66,772	$69,629
6	$62,643	$68,813	$71,672
6.5	$64,610	$70,921	$73,779
7	$66,634	$73,090	$75,942
7.5	$68,727	$75,328	$78,174
8	$70,883	$77,636	$80,998
8.5	$73,106	$80,010	$82,827
9	$75,398	$82,458	$85,260
9.5	$77,769	$84,984	$87,766
10	$82,005	$89,548	$92,360

Effective September 1, 2025, all bargaining unit members will receive a one percent (1%) increase to their base salary. In addition, any member who is not currently at Step 10 on the salary schedule will advance one full step for the 2025-26 school year. The parties agree to reopen negotiations to meet and confer on the 2026-27 salary schedule prior to June 1, 2026.

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.