

8/31/94

Master Agreement

Between

*ELLSWORTH COMMUNITY
SCHOOL BOARD OF EDUCATION*

and

*NORTHERN MICHIGAN
EDUCATION ASSOCIATION
(M.E.A., N.E.A.)*

1991 through 1994

Ellsworth Community Schools

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Section I. BASIC CONTRACTUAL PROVISIONS

1.1 Preamble

This agreement made and entered into by and between the Board of Education of the Ellsworth Community School District, hereinafter referred to as the "Board", and the Northern Michigan Education Association/MEA-NEA, hereinafter referred to as the "Association."

1.2 Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representatives for all certified teaching personnel whether under written contract, on leave, or on a per diem, hourly or class rate basis employed by the Ellsworth Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, principals and assistant principals and any other person engaged at least 50% of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.

1.3 Witnesseth

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with the respect to hours, wages, tenure and conditions of employment, and by Act 379 of the Public Acts of 1965, 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:

1.4 Extent of Agreement

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 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. 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 practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be 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 the 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.

1.5 Duration of Agreement

A. This agreement shall be effective as of September 1, 1991, and shall continue in effect until the 31st day of August, 1994. Negotiations between the parties shall begin 60 days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Copies of this agreement titled "Contractual Agreement between the Ellsworth School District and the Northern Michigan Education Association, MEA-affiliates of NEA" shall be printed at the expense of the Board within 30 days after the agreement is signed and presented to all teachers now employed or hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all teachers within 30 days of the commencement of this contract or upon employment. Upon employment, teachers shall be given a copy of the form authorizing check-off for association dues and service fees within 30 days of said employment.

1.6 Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

B. The Board and Association also agrees that it will not during this period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

1.7 Association Dues or Fees and Payroll Deductions

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments, and Contributions as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.

B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

C. This article shall be effective retroactively to the date of the agreement, and all sums payable hereunder shall be determined from said date.

1.8 Financial Responsibilities

A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association an amount not to exceed the dues uniformly required to be paid by members of the E.E.A., N.M.E.A., M.E.A., AND N.E.A. to the extent provided by law; provided, however, that the teacher may authorize payroll deduction for each fee in the same manner as provided in the preceding article. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall at the request of the Association, terminate the employment of such teacher at the end of the current semester. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

B. The procedure in all cases for violation of this article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.

C. Indemnification

In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article 1.8 (agency shop provision) of this agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association; and
2. The Board 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.

D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from liability for damages and costs imposed by a final judgment of a court of administrative as a direct consequence of the Board's compliance with the Article 1.8, but this does not include any liability for unemployment compensation.

1.9 Calendar

A. The parties agree that all aspects of the school calendar are negotiable, including length of the school year, and further agree that the school calendar shall be set forth in Appendix A of this Master Agreement. Any deviation, except in accordance with 1.10. School Closing Provisions, shall be by mutual consent.

B. The school calendar shall be coordinated with the Intermediate School District.

1.10 School Closing Provisions

A. Both Parties recognize that school districts of the state are required by law to meet minimum standards for pupil instruction.

B. Therefore scheduled days of student instruction and/or teacher attendance that are cancelled because of conditions not within the control of school authorities, such as but not limited to, severe storms, fires, epidemics, mechanical failures, or health conditions as defined by health authorities shall be re-scheduled.

C. Make up days shall be rescheduled at the end of the regular school year on consecutive week days unless otherwise agreed to. The last two days of the extended school year shall be one-half day student attendance days and one-half day teacher work days. When make-up days extend the school year the teacher work day will not be rescheduled.

D. Rescheduled days will not require an adjustment in compensation or benefits.

1.11 Grievance Procedure

A. A claim by a teacher of the bargaining unit or by the Ellsworth Education Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance, with his/her building principal within ten (10) school days of the occurrence or the teacher's knowledge of the occurrence of the alleged cause of the grievance either personally or accompanied by his/her Association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, grievant may invoke the formal grievance procedure by filing the grievance in writing with the principal, within five school days, on a form set forth, signed by the grievant and a representative of the Ellsworth Education Association. The form shall be available from the Association representative in each building. Principal parties to the grievance shall be present at all subsequent meetings.

D. Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant, either personally or accompanied by his/her Association representative, in an effort to resolve the grievance. The principal shall indicate his disposition of grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant.

E. If the grievant 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 of such disposition or termination of the waiting period. Within five (5) school days of receipt of the grievance the superintendent or his designee shall meet with the grievant, either personally or accompanied by his/her Association representative. The superintendent shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant.

F. If the grievant is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting the grievance shall be transmitted to the Board within five (5) school days of such disposition or termination of the waiting period by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) days thereafter. A copy of such disposition shall be furnished to the grievant.

G. If the grievant and the Association are not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Association may submit the grievance, within twenty (20) school days thereafter, to arbitration before an impartial arbitrator.

H. If parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The arbitrator selected shall be required to begin the hearing within ninety (90) days after his or her selection. The hearing is to be held in a suitable location, either in Charlevoix or Antrim Counties and the arbitrator must render his decision within thirty (30) days of the close of the hearing. The Board and The Association shall not be permitted to assert in such arbitration proceeding on any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court or competent jurisdiction.

I. The Costs of arbitration to be borne equally by the parties.

J. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

1.12 Negotiations Procedure

A. Should any party hereunto desire to amend, modify or terminate this agreement, such party shall serve a written notice upon the other party no later than May 1st of the contract year indicating areas of change desired. Negotiations shall begin no later than thirty days after receipt of notifications.

B. In the event that court-ordered negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating committee.

C. There shall be three (3) signed copies of any final agreement. One copy shall be retained by the Board, one by the Association and one by the superintendent.

Section II. EMPLOYMENT RELATIONSHIPS

2.1 Vacancies, Promotions, and Transfers

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to different class, building, or position shall be made in writing on forms furnished by the Board, one copy of which shall be filed with the superintendent, and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such request shall be reviewed once each year to assure active consideration by the Board.

B. Involuntary transfers are to be minimized. When involuntary transfers of tenured teachers are effected, said transfers shall be according to seniority -- i.e., that teacher possessing the least amount of seniority and with applicable certification to be transferred first. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.

C. A vacancy shall be defined for purposes of this contract as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

D. The Board declares its support of a practice of filling vacancies, and vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association and post notice of same on bulletin board in each school building for no less than ten (10) working days before the position is filled, and direct a copy of same by registered mail to each laid off teacher. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors as determined by the board. An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be substantially superior as determined by the Board.

1. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
 - a. Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest, in writing, during the last regular week of school and shall include a summer address.
 - b. Should a vacancy occur, the teachers who have expressed an interest in said position shall be contacted by the Personnel Office or Director and notified of the vacancy.
 - c. The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of receiving such notification.

E. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially or sexually balanced staff in each school building or implementing an affirmative action program.

2.2 Association Rights

A. Upon written notification of the administration, the Association shall have the right to use school buildings between the hours of 7:00 A.M. to 10:00 P.M., (Mon.- Sat.), for meetings, provided that when special custodial service is required, the Board may make customary hourly charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 P.M.

B. Duly authorized members of the Association shall be permitted to transact official Association business on school property at the above times, provided that this shall not interrupt normal school operations.

C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at the above times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.

D. The Association shall have the right to post notices of lawful activities and matters of association concern on the Teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the interschool mail service and teacher mail boxes for communication to teachers.

E. The Board agrees to furnish the Association, in response to written request, all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, (including county allocation board budgets), agendas, minutes of all Board Meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association.

F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

2.3 Teacher Evaluation

A. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

For the purpose of observing the bargaining unit member's classroom performance, the Superintendent and/or the respective school Principal shall be designated as the evaluator.

B. Probationary Teachers shall be observed for the purpose of evaluation at least three times during the school year. These observations shall occur at least one month following a teacher's commencement of service, four months after a teacher's commencement of service, and ninety (90) days, prior to the end of the probationary year. Time intervals between evaluations will be scheduled to avoid "bunching" with five (5) days for improvement allowed.

C. Tenure teachers shall be observed for the purpose of evaluation at least once every year.

D. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question and/or is entitled to a hearing before the Board.

E. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for purpose of clarifying the written evaluation report, offering suggestions for improvement.

F. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in terms as shall an identification of the ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a deficiency shall be interpreted to mean that adequate improvement has taken place.

G. A pre-evaluation conference shall be held between the evaluator and teacher so that the evaluator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated. In the place of the pre-evaluation conference, daily lesson plans may be substituted.

H. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he will be evaluated. A copy of the probationary teacher and tenure teacher evaluation form will be included in the Appendix to the Master Agreement. The Board and the Association will jointly decide upon the criteria for evaluation.

I. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide for a hearing where requested.

2.4 Personnel Files and Records

A. A teacher will have the right to review, in the presence of an administrator, the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.

B. No material, including but not limited to, student, parental, or school personnel complaints, originating after initial employment, will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Any such material which is found to be inappropriate or in error shall be promptly corrected or expunged, whichever is appropriate provided cause is shown. Complaints against the teacher shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. Any such negative material shall be expunged from the file after two (2) years following its inclusion in the file if similar incidents have not occurred during such time. It is understood that formal records regarding disciplinary action (written reprimands, etc.) shall only be expunged by mutual consent. The teacher may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

2.5 Reduction in personnel, seniority, & recall

A. Seniority shall be defined as the length of service within the Ellsworth School District as a member of the bargaining unit as of the bargaining unit member's effective date of employment. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

B. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause, or leaves the bargaining unit.

C. Seniority and not replacement on the salary schedule shall accrue for teachers on various forms of leave as determined by this agreement.

D. In the event of the need to lay off due to a decreased student enrollment or shortage of revenue, the Board will not lay off teachers within the bargaining unit with valid contracts during the school year. Reduction will be effectuated at the start of the following new school year and the order of such reduction will be as follows:

1. First year probationary teachers shall be laid off first by using the following criteria:
 - a. certification
 - b. seniority

When certification is relatively equal, layoffs shall occur in inverse order of seniority for first year probational teachers.

2. Second year probationary teachers shall be laid off in accordance with D.1 above.
3. Third year probationary teachers shall be laid off in accordance with D.1 above.
4. When all probationary teachers have been laid off, tenured teachers shall be laid off. Tenure teachers shall be laid off by using the criteria in
 - a. certification
 - b. seniority

E. If for any reason the Board anticipates a reduction of staff for the following year, it shall, prior to taking formal action, consult with the education association to receive recommendation regarding priorities and procedures to be followed.

F. In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers in given subject area, field, or program or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not be contrary to section E. The Board shall give sixty (60) calendar days notice of layoff previous to the ending of the school year to the individual involved.

G. Changes in a teacher's certification while on layoff shall not affect the teachers status during the layoff period. Since layoffs are not to be effectuated until the fall, all teachers subject to layoff for the following year shall not lose their fringe benefits or salary over the summer months afforded them under this agreement and individual or supplemental employment contracts.

H. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified for the vacancy. No new teacher shall be employed by the Board while there are teachers of the bargaining unit who are laid off, unless there are no laid off teachers with proper certification to fill any vacancy which may arise.

I. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.

J. In the event this district shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the Board will use its best efforts to assure the continued employment of the members of the Association.

2.6 Discipline of Teachers

A. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or the attention of the Board as long as the conduct of the individual teacher is within reasonable bounds of generally understood good professional conduct.

B. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming basis for disciplinary action will be made available to the teacher and the association.

2.7 Rights of the Board

A. The Association recognizes that the Board is charged by law with certain responsibilities which it must assume and discharge, and which may not be delegated. Nothing herein stated, or inferred, shall abrogate or usurp the legal position of the Board, and it is agreed that the Board retains and reserves the right, among others:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of the employees.
2. 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.
3. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature. The teachers shall meet with the principal for the purpose of recommending textbooks for adoption and methods of instruction. The principal shall make a recommendation to the superintendent. If the principal and superintendent agree then this recommendation shall be presented to the Board.
4. To determine class schedules, the hours of instruction and the duties, responsibilities, and the assignments of teachers and other employees with respect thereto.

2.8 Teacher Rights

A. Complaints directed against a teacher by any individual must be brought to the teacher's attention by the school administrator within five (5) working days or be dropped.

B. The Board recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.

C. The Association and its members shall have the right to use the building facilities at all reasonable hours for business meetings. Association meetings shall be scheduled with the superintendent at least one week in advance; however, said meetings may be scheduled for the duration of one semester at a time. Further,

the parties agree that Association meetings shall not commence until, at least, fifteen (15) minutes after the students are scheduled to depart, provided that, if a bargaining unit member is requested to meet with a parent, student, or administrator during such meeting, he/she shall be obligated to fulfill such obligation.

SECTION III. TEACHING CONDITIONS3.1 Academic Freedom.

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and 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 which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

3.2 Student Discipline and Teacher Protection

A. Any case of assault which is school related upon a teacher shall be promptly reported to the Board or its designated representative. The time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

B. In accordance with State Law, P.A. 521 of 1988, staff members shall be allowed to use such physical force as is necessary to:

- 1) Protect themselves or others from attack, or injury;
- 2) Remove a dangerous weapon or object from another;
- 3) Protect property from physical damage.

3.3 Hours and Conditions

A. Teachers are to attend all school assemblies to help maintain student order.

B. All teachers are required to attend faculty meetings.

C. In addition to teaching, each teacher shall be responsible for a portion of the miscellaneous services and activities of the school such as are a part of the normal school operation or are a part of the teacher's program of instruction as developed by him/her. Preparation of programs, exhibitions of work, parent-teacher conferences and other major departures from the established calendar shall only be established by mutual agreement. Semester final exam schedules for the secondary high classes shall be established each year after consultation between the administration and association.

D. All high school and junior high school teachers will have at least one unassigned preparation period per day. All elementary teachers will have, averaged on a weekly basis, one unassigned preparation time equal to

one high school class period per day. All teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to student lunch hour, except that teachers may be scheduled to assist for twenty (20) minutes during the lunch period on a rotating basis. For each lunch period of assistance, the bargaining unit member shall be entitled to a free lunch. A lunch ticket will be provided for the teacher's exclusive use, one lunch for each day of supervision. Elementary teachers will have duty-free recess periods, such time to be used for preparation.

E. The teacher's planning period is for the performance of tasks related to their specific teaching assignment. Teachers are expected to be in the building or on the grounds during this time, unless given permission to leave by the administration.

F. The work day for teachers will be from 8:00 a.m. until ten (10) minutes after the buses leave, except on Friday or days preceding vacations when the work day shall be until five (5) minutes after the buses leave. On those days when students are dismissed early, the teacher work day will end at 3:30.

If the lunch hour is shortened, the ending time of the day will be shortened the same amount of time.

G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A committee composed of representatives of the board and representatives of the teaching staff will confer from time to time for the purpose of improving the selection and use of educational tools. The committee will then forward a report of its recommendations to the entire Board for their consideration.

H. Teachers will teach in their major and minor fields as nearly as possible. Teachers shall receive tentative notification of their assignment for the next school year by June 1.

I. The administration and the Board will give all reasonable support and assistance to teachers with respect to the maintenance of student control and discipline, recognizing however, that student discipline is a basic teaching responsibility.

J. Under normal conditions no teacher shall have more than five preparations per day. In the event administration requests a teacher and the teacher accepts an assignment to teach a sixth class for which a special preparation is necessary and for which students earn credit, such teacher shall be compensated at the rate of 1.5% of their regular base salary per semester for preparation required for such a class. Should there not be qualified teachers willing to take such assignment, the administration may assign on the basis of lowest seniority within the secondary (7-12) staff, a qualified teacher to teach the sixth (6th) preparation as defined and compensated above.

3.4 Class Size

A. The Board agrees to a classload of thirty (30) students for all academic areas other than those restricted by the facilities or equipment such as shop, home economics, lab classes, typing, biology, and chemistry, which shall be limited to 20 students. It is further agreed that subjects such as music, band, physical education and study halls may be larger. The recommended class size for the elementary grades K-2, is twenty seven (27).

B. In the event a teacher is assigned a classload greater than the recommended limits the teacher shall be compensated using the following formula:

C. For each class period in which a teacher's class load exceeds the recommended maximum, the teacher shall be compensated Twenty-Five Dollars (\$25) per semester for each student over the maximum. Days for compensation to be computed from the first day the official class enrollment exceeds the limit until the last day the official enrollment exceeds the class limit. Compensation to be included with the next regularly

scheduled paycheck following the end of the overload condition. In grades K - 8 the maximum paid per year for each student shall not exceed three hundred dollars (\$300) or a portion thereof based on a ratio of the individual student attendance days to membership days.

3.5 Senior Advisory Teacher

Teachers with ten or more years of experience with the district may opt to serve their last year as a Senior advisory teacher with duties to assist less experienced teachers or probationary teachers in orienting themselves to Ellsworth Community Schools. This position shall be paid by computing one half the substitute teacher rate then in effect multiplied by the teacher's accumulated unused sick days at the time of termination. The ten year experience requirement may be waived at the discretion of the superintendent. Those teachers having ten years with the district not opting to serve in this capacity will receive \$15 per day multiplied by unused sick days accumulated at the time of termination. It is understood that payment under this section shall be made only for termination other than termination for cause.

3.6 Remote Instructional Delivery

A. Subject to the terms and conditions set forth in this article, the parties agree that bargaining unit members may be required to provide instructional services to students through the use of remote instructional delivery methods. The parties further agree that the employer may contract with other districts or educational institutions to receive, through the use of remote instructional delivery methods, instructional services to be provided to students of the district. For purposes of this article, the term "remote instructional delivery methods" includes all aural/visual delivery systems which utilize cable television, microwave or similar equipment to transmit or receive audio, video and data signals. The employer agrees that it will not utilize remote methods so as to eliminate current bargaining unit positions or to avoid the addition of bargaining unit positions.

B. Teachers shall receive tentative notification of their assignment including a listing of classes which will be available or offered through utilization of remote instructional delivery systems, for the next school year by June 1 or the first available date before classes begin.

Should bargaining unit members be requested to supervise/assist in courses for credit utilizing receipt of remote instruction they will be notified by June 1, consistent with this section. Participation as a teacher or supervisor in a class utilizing remote instructional delivery shall be voluntary. Utilization of remote instruction within a teacher's established program shall be at the professional discretion of the teacher.

C. Should bargaining unit members supervise/assist with courses for credit utilizing receipt of remote instruction they will be responsible to:

1. Supervise students and maintain a satisfactory learning environment in the class.
2. Assist and work with students in the class as a means to supplement and complement the instruction delivered.

D. The employer agrees to make provisions for adequate training of employees in the use and care of remote instructional delivery systems. The Employer further agrees to provide adequate repair and maintenance of equipment used in remote instructional delivery systems. It is understood and agreed that such training shall be conducted during the teachers normal contracted hours, if possible. Training, initiated beyond such time shall be paid in accordance with Section 6.1, D. Expenses shall be paid in accordance with Section 6.1, C (2).

E. Should bargaining unit members supervise/assist with courses for credit utilizing receipt of remote instruction they will be afforded planning/preparation time as otherwise provided in this agreement. Class size provisions of this agreement shall apply to such courses.

F. The parties agree that formal evaluation of bargaining unit members shall not be done utilizing electronic means unless mutually agreed upon by the teacher and the evaluator.

3.7 School Improvement

A. The Board, administration, teachers and association recognize the necessity of maintaining an ongoing district-wide school improvement process and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

B. The term school improvement plan as used in this article shall mean a school improvement plan as provided in Public Act 197 of 1989 and P.A. 25 of 1990. The provisions contained in this article shall apply to all school improvement plans as provided in public acts 197 and 25.

C. The board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement by the parties. In the event of a conflict between a school improvement plan and the collective bargaining agreement, the collective bargaining agreement shall prevail.

D. The involvement for teachers in the school improvement process shall be voluntary. Should school improvement meetings or activities be scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend such meetings or activities.

E. The superintendent shall provide copies of all building level "school improvement plans", annual education reports, other reports, recommendations of the committee, and meeting minutes to the association within a reasonable time upon request.

F. It is understood that school improvement committees will not address grievances of the master agreement, will not evaluate individual employee performance, will not address discipline of employees, and will not address wages or fringe benefits.

G. Participation as a member of a school improvement committee is voluntary. Participation or non-participation shall not be used as a criteria for evaluation, discipline, discharge, assignment, or any other terms or conditions of employment.

H. No employee shall suffer loss or reduction of bargaining unit employment as a result of implementation of a plan adopted by the school improvement committee. Situations which may result in such conditions shall be governed by current practice and the relevant portions of the master agreement.

3.8 Site Based Decision Making

A. The Board and Association recognize shared benefits in the concept of joint planning and joint problem solving that focuses on the goals of improving the quality and delivery of educational services, and the work environment. The parties also recognize shared benefits in the concept of participatory management systems that facilitate shared decision making on select issues. The parties recognize that the teaching staff can and does make contributions when sharing in the decision making process at the building level and further recognizes that with decision making authority comes responsibility and accountability.

It is further understood that the site-based decision making process is not intended to extend beyond the scope of the traditional decision making authority of building level administrators and that the focus of approved plans must be consistent with the board's legal or statutory authority, its mission statement, goals, district-wide school improvement plan, and the master agreement.

B. The parties recognize that certain areas of authority must be retained by the board and administration and will remain out of the scope of plans submitted by a site-based decision making committee. It is therefore understood that the board and administration retain to themselves, consistent with the master agreement, the following, which includes but is not limited to: teacher classroom assignments, final development and submission of building or district level budgets, evaluation or discipline of staff, etc.

C. Site-based decision making committees must be comprised of building level administrators and staff. It is understood that building level administrators and staff will be jointly responsible for the development of and, ultimately, implementation of plans approved by the board.

D. Plans submitted for approval by a site-based management committee must contain at a minimum:

1. Rationale for a plan which is consistent with board and school improvement committee goals.
2. A statement that the proposed plan is supported by a clear majority of the building staff.
3. Details of budgetary impact.
4. Implications for professional training or development needs associated with the plan and anticipated costs to implement these activities.
5. Details of an evaluation plan to monitor the plan which is consistent with student outcomes (e.g. incidents of student discipline, absenteeism, drop-out rate, etc.)
6. Detail of provisions of the collective bargaining agreement that are anticipated to conflict with a proposed plan, and detail of alternative provisions in the form of limited deviations from the agreement for the duration of the plan. Any proposed deviations to be subject to approval by the board and association.
7. Detail of board policies or administrative rules which are anticipated to conflict with a proposed plan, and a detail of proposed deviations of the duration of the plan to be provided to the association and the board, prior to any deviations being enacted by the board or administration.
8. The proposed duration of the plan.
9. Detail of a building level dispute resolution procedure for disputes arising from implementation of a plan. Such procedure shall be consistent with the process for grieving disputes as outlined in the master agreement.

E. The board and association reserve the express authority to reject a proposed plan, to terminate an existing plan, or to reject a request for a continuation of a plan.

In cases when a plan is rejected, terminated, or not renewed, the rejecting party will identify its rationale. It is expressly understood that such a decision to reject a proposal, terminate a plan in place or to not renew or extend a plan is not subject to the grievance procedure outlined in the master agreement.

F. Once a plan is implemented, reports outlining status and impact of the plan must be provided by the committee to the board and association at the end of each semester. No site-based plan will continue to a

subsequent year unless the plan has been renewed by the association and the board. Not later than thirty (30) days prior to termination of a plan, a complete report detailing the status, impact and future of the plan is required from the committee to be provided to the board and association.

G. Participation as a member of a site-based management committee is voluntary. Members shall not be evaluated or disciplined based on their participation, or lack thereof in the committee process.

Section IV. LEAVES OF ABSENCE4.1 Paid and Unpaid Leaves

A. A bargaining unit member who is unable to work because of personal illness or disability and has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. Said leave may be extended at the discretion of the Board.

1. During this period of leave time, the Board may require a doctor's certificate of leave need. If the certificate is provided, the Board will pay health insurance coverage as indicated in Section 5., 5.1 A of the contract agreement during this period.
2. Unless otherwise approved leaves granted under (A) of this sub-section shall end on July 1.

B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any arbitration or fact finding shall be paid his/her full salary for each time, less amount paid by the court.

C. A military leave without pay shall be granted to any teacher inducted into the military service of the United States, or who enlists while the government is in the process of inducting people into the military, for the period of their induction or enlistment. When mandated by the government, extensions to such military service shall automatically extend such leaves of absence for a like period. Upon return from such military leave, a teacher shall be placed at the same position on the salary schedule and seniority list as he/she would have been had he/she taught in the district during such period. Benefits will not be provided by the Board during such leave periods.

Military leaves may be extended by the board, upon request by the teacher, for periods of military service extended at the option of the employee. Seniority accrual and salary schedule advancement for such extensions shall be at the option of the board.

D. At the beginning of every school year, the Association shall be credited with a total of twelve (12) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will agree to pay for the cost of substitutes.

E. The Board of Education shall grant an unpaid leave of absence, up to two years in length, to any teacher who applies, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities, Provided the following conditions are met:

1. Teacher shall have five years seniority with the Ellsworth School district.
2. Teacher shall request the leave at least ninety days prior to the date the leave is to begin.
3. All leaves must begin and end on July 1.

F. An unpaid leave without pay or benefits of up to one (1) year shall be granted to any bargaining unit member for the purpose of maternity or child care. A child care leave shall only be taken when the object child of the leave is newborn, newly adopted or critically ill. It is further understood that a bargaining unit member shall have the right to commence a child care leave prior to or subsequent to the birth or adoption of his/her child, at his/her option.

The bargaining unit member may request to terminate the leave anytime after the birth of the child, such termination subject to the approval of the district and provided that the bargaining unit member is physically able to perform the work responsibilities. In the event of the death of the object child of the leave, the bargaining unit member shall have the right to terminate the leave upon ten (10) calendar days notice to the district, provided that the bargaining unit member is physically able to perform the work. Under normal circumstances, leaves under this subsection shall be applied for in writing by the bargaining unit member two (2) weeks before the anticipated starting date of such leave.

G. In the event of critical illness, or other emergencies, in the teacher's own household a reasonable amount of lost time will be allowed the teacher without loss of pay or sick leave. This is to be at the discretion of the superintendent.

H. In addition, bargaining unit members may request and the board may approve other optional unpaid leaves of absence for any appropriate reason. Factors involved in the board's decision will include:

1. The need to maintain curriculum of the district without diminution.
2. Instructional losses and/or gains approval of the leave may present to students.
3. Advantages and disadvantages to the district and the bargaining unit member.
4. The length of service the bargaining member has with the district.
5. The potential for financial cost to the district.

All requests under subsection (H) shall be made in writing to the board. The written request is to contain all information relevant to the application.

I. Teachers granted leaves under this subsection shall notify the board of their intent to return to employment of the board at least 30 days prior to the end of the leave period. Teachers returning from unpaid leaves of absence taken under this sub-section shall be returned to the same or similar teaching position as the one held at the beginning of the unpaid leave, provided that date of return is in accordance with agreed upon leave termination date, unless mutually changed by the teacher and administration. All leaves taken without a predetermined termination date shall end on July 1, unless otherwise agreed upon.

J. Except as provided in letter "C" of this sub-section, leave times taken under sub-section 4.1 will not satisfy probationary requirements, nor will the teacher advance on the salary schedule, accrue seniority or be provided benefits while on such leave.

4.2 Illness and disability

A. Physical Examinations

1. Before being placed under tenure each teacher may be asked to submit to a general physical examination including a chest X-ray and blood tests at the discretion of the superintendent. Selection and payment of the physical will be made by the Board.
2. In the event that the results of the examination are not acceptable to either party the service of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination shall supersede that of the original physician. Expense is to be borne by the dissatisfied party.
3. The Board may, at its discretion, require any teacher to submit to physical and/or psychological, or psychiatric examination at any time, such examinations to be paid by the Board.

B. Partial Disability.

In case of partial disability, as established by a qualified physician, which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adopted to his ability and proportional salary adjustment made.

C. Illness and Disability

At the beginning of each school year, each teacher shall be credited with fourteen (14) days of leave, the unused portion of which shall accumulate from year to year to a total of one hundred (100) days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

- a. Personal Illness and Disability. The teacher may use all or any portion of his/her leave to recover from his/her illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

- b. Bereavement Leaves The teacher may take a maximum of four (4) days per death of the following family members: husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, grandparents. Bereavement leaves up to two days may be authorized by the Superintendent for deaths of others significant in the life of the teacher.
- c. Medical or Nursing Care. The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. (see definition of family in b. above).
- d. Illness in the Immediate Family The teacher may take a maximum of four (4) days per illness. Immediate family as defined in b. above.
- e. The teacher may use up to two days per year for personal business. These may be used for any purpose at the discretion of the teacher. A teacher planning to use a day or days for personal leave shall notify his/her principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave before or after a holiday, week-end, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

2. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.

3. Absence due to illness or injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.

4. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

5. A teacher reporting for duty at the beginning of his work period who is forced to leave because of illness or accident any time after two hours of duty will be considered absent for personal illness leave purposes for one half day. If forced to leave one and one half hours after the beginning of the afternoon session, he is to be considered present the entire day and no deduction of salary or personal illness day is made.

6. When a teacher has accumulated the maximum number of allowable sick days, excess days shall be removed from the books and the teacher reimbursed fifteen dollars (\$15.00) for each day so expurgated. This clearing of the books shall be completed by May 15th of each year.

7. Teachers not opting to serve as a Senior Advisory Teacher (see section 3.5), who terminate with ten years service or more shall be paid \$15 per day for unused sick days calculated at the time of termination. It is understood that Payment under this section shall be made only for termination other than termination for just cause.

Section V. COMPENSATION5.1 Insurance Benefits

A. The board shall provide, without cost to the employee, the following MESSA-PAK; the board shall pay the deductible amounts and prescription co-pay (\$50/individual; \$100/Family; \$1.50/prescription) required by MESSA SuperCare I upon presentation of proof offered by member that such deductible/co-pay has been incurred. Such proof shall be offered at least five (5) days prior to regularly scheduled board meetings and shall be paid with five (5) additional days of such meeting; SuperCare I Health Insurance, Delta Dental Plan 80/80/80: \$1,300, Negotiated Life \$20,000 with AD&D, Vision plan VSP 2, LTD - Plan I, 66 2/3%, 90 Calendar day modified fill, \$2,500 monthly maximum on benefits. This insurance shall be provided for a full twelve month period for the employee's entire family.

B. Bargaining unit members not electing health insurance coverage can select the following plan:

Delta Dental Plan	80/80/80:\$1300
Negotiated Life	\$20,000 with AD&D
Vision Plan	VSP-2
LTD	66 2/3 %, Plan I, 90 Calendar day modified fill, \$2,500 monthly maximum on benefits.

and shall apply up to the amount of single subscriber premium toward any of the MESSA options, including tax deferred annuities and/or Michigan Educators Association Legal Services (MEALS). Any amounts exceeding the Board subsidy shall be payroll deducted, One enrollment period per year shall be provided whenever premium subsidy amounts change for the groups.

C. Benefits for half-time employees shall be pro-rated at half the cost to the board and half the cost to the employee.

5.2 Compensation

A. The basic salaries of the teachers covered by this agreement are incorporated into a salary schedule format as presented in Appendix B. Such Appendix B. Salary Schedule shall remain in effect during the designated period.

B. The teachers will be given credit for experience for up to five (5) years of teaching in other school districts. Experience entitlement shall be equal to the actual number of years taught. Teaching experience of less than one (1) year will receive a proportional increment by semesters, equal to the teacher's experience.

C. Teachers will be paid, in accordance with the directions to the Board by each individual teacher, in one of the following ways:

1. In 20 equal installments throughout the school year, payable every other Friday.
2. In 20 equal installments throughout the school year and a final lump sum payment in June.
3. In 26 equal installments through the summer.

D. Teachers and their spouses will be admitted free to all athletic events.

E. Any Elementary teacher who is asked to teach a class comprised of more than one grade will be compensated in the amount of \$1,500.00 in addition to their regular salary.

F. It is understood and agreed that teachers will be responsible for sponsoring classes in grades 9-12.

5.3 Extra Curricular Compensation

A. The salary schedule for extra-curricular activities is incorporated as presented in Appendix C.

B. All percentages listed in the extra curricular salary schedule will be percentages of the B.A schedule. The step on the schedule is to be determined by the years of experience in that particular activity with the understanding that there will be no pay cut should an employee move from an assistant to a head coach.

C. All extra curricular contracts will be offered for the next academic year before the end of school of the present school year. In case of a resignation, the above will be waived.

D. Extra duty assignments are not subject to tenure.

E. Pay for extra duty will be in installments while duty is being performed.

5.4 Mentor Teacher Program

A. The implementation of a Mentor Teacher Plan is designed to make the most efficient use of experienced staff by increasing the availability of the time and talents of such staff.

B. The Mentor Teacher Program shall be available to all teachers who have obtained twenty (20) years of service credit as an educational employee. Fifteen (15) of the twenty (20) years shall have been served with the Ellsworth Community Schools. These qualifying periods may only be waived by the mutual agreement of the Board, association and affected teacher(s).

C. A teacher wishing to enter this program shall declare his/her intent to enter into a three (3) year agreement to participate as a mentor teacher and will not retire from the district until the conclusion of the agreement. Such declaration shall be made in writing to the superintendent at least sixty (60) days prior to the start of the school year in which the teacher is to participate in the mentor teacher program.

D. Teachers properly qualified and placed as mentor teachers as outlined above shall receive four thousand dollars (\$4,000) additional salary each of the three (3) years of the agreement as payment for service as a mentor teacher.

E. The duties of the mentor teacher may include: working with non-tenured teachers for skills/performance improvement, tutoring/counseling of students outside of the regular school day, assignment to a designated school committee or other duties as agreed to by the board, association and teacher. Such duties shall be limited to five (5) extra hours per week. All duties shall be, insofar as possible, scheduled at the discretion of the mentor teacher.

Section VI. MISCELLANEOUS

A. The district will comply with provisions of Public Act 379 regarding matters of Teacher Tenure.

B. Helping Teachers;

1. The school principal must appoint an experienced teacher to act as a "helping teacher" to any new teacher.
2. The "helping teacher" will not be in line of authority nor in a supervisory capacity over the new teacher.
3. The "helping teacher" is to assist in every way to orient the new teacher to school policies and routine, as well as its traditions and practices.
4. The "helping teacher" is to assist the new teacher to become acquainted with the geography, services, and facilities of the community of Ellsworth.
5. There must be one (1) day of orientation before the first day of school, and all teachers, new and returning, must attend.

C. Conferences and In-service.

1. The Superintendent of Schools shall determine what conferences will be attended and select the personnel.
2. Teachers attending authorized conferences, workshops, or professional visitations will be reimbursed expenses incurred attending such conferences as follows:
 - a. Travel expenses at the rate of \$.20 per mile up to 500 miles at the discretion of the superintendent.
 - b. Room and meals not to exceed \$30.00 per day.
 - c. An itemized statement of expenditures must be presented in order to receive payment.
 - d. Teachers shall suffer no loss of pay attending authorized conferences.
 - e. The Association shall submit an attendance report to the Superintendent for pay purposes.
3. The Board will grant each teacher one (1) visitation day per school year, with no more than two (2) teachers to leave on any one day. The Superintendent is to be notified at least three (3) days in advance and is to be given a report of the day's activities upon the teacher's return. The Board will pay \$.10 per mile for a total of 100 miles, \$.05 per mile for an additional total of 400 miles. Beyond 500 miles the teacher must pay his or her own expenses.
4. Each year some in-service training may be provided by the Board and Administration, planned by the Administration and Teachers and approved by the Board.

D. Whenever a teacher is requested by an administrator to substitute for another teacher during their planning period, the teacher who performs the substitution shall, after subbing in this manner for seven (7) class periods, be entitled to use one additional personal business day to be taken in accordance with Section 4.2 C (1e), or the employee may elect to receive one (1) day of substitute teacher pay. For partial days earned the employee shall be paid a proportionate share of a substitute's pay or may elect to take one half personal day if he/she has accumulated credit for substituting four (4) or more periods. Teacher is to notify payroll clerk by May 10 of each year whether they wish to be paid for benefits accrued under this sub-section or have such benefits carried over to the following year. Failure to notify the clerk will result in benefits being paid off.

6.2

GRIEVANCE REPORT FORM

Grievance # _____	Ellsworth School District		<u>Distribution of forms</u>
			1. Superintendent
			2. Principal
Submit to Principal In duplicate			3. Association
			4. Teacher

building _____		assignment _____		Name of Grievant _____		date filed _____
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STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievant: _____

2. Relief sought: _____

signature _____ date _____

C. Disposition of Principal _____

signature _____ date _____

C. Position of Grievant and/or Association _____

signature _____ date _____

Any party requiring additional space may attach additional sheets

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

signature _____ date _____

C. Position of Grievant and/or Association _____

signature _____ date _____

STEP III

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

signature of arbitrator _____ date _____

Note: All provisions of Article _____
of the Agreement dated _____,
19_____, will
be strictly observed in the settlement
of grievances.

1991-92 DISTRICT-WIDE CALENDAR OF DAYS OF INSTRUCTION

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	
<u>SEPTEMBER</u>	L.DAY	3	4	5	6		<u>FEBRUARY</u>	3	4	5	6	7
	9	10	11	12	13		10	11	12	13	14	
	16	17	18	19	20		17	18	19	20	21	
	23	24	25	26	27		24	25	26	27	28	
	30					(20)						(20)
<u>OCTOBER</u>		1	2	3	4		<u>MARCH</u>	2	3	4	5	6
	7	8	9	10	11		9	10	11	12	13	
	14	15	16	17	18		16	17	18	19	20	
	21	22	23	24	25		23	24	25	26	27	
	28	29	30	31		(23)	SPRING					BREAK (20)
<u>NOVEMBER</u>					1		<u>APRIL</u>	6	7	8	9	10
	4	5	6	7	8		13	14	15	16	17	
	11	12	13	14	15		4/19 EASTER	20	21	22	23	24
	18	19	20	21	22		27	28	29	30		
	25	26	27	T.GIVING		(19)						(19)
<u>DECEMBER</u>	2	3	4	5	6		<u>MAY</u>				1	
	9	10	11	12	13		4	5	6	7	8	
	16	17	18	19	20		11	12	13	14	15	
	CHRISTMAS/N.YRS.					BREAK	18	19	20	21	22	
						(15)	M.DAY	26	27	28	29	(20)
<u>JANUARY</u>	6	7	8	9	10		<u>JUNE</u>	1	2	3	4	5
	13	14	15	16	17							
	20	21	22	23	24							
	27	28	29	30	31	(20)						(5)

TOTAL DAYS - (Student) 180
 (Teacher) 181

1991-92 SALARY SCHEDULE

Step	B.A.	B.A.+20	M.A.	M.A.+15
1	21710	22796	23263	23301
2	22792	23934	24425	24474
3	23883	25077	25591	25630
4	25051	26218	26754	26794
5	26054	27357	27913	27960
6	27140	28496	29074	29123
7	28223	29635	30243	30289
8	29309	30774	31405	31452
9	30395	31914	32567	32621
10	31482	33056	33729	33780
11	32566	34193	34893	34949

1992-93 SALARY SCHEDULE

Step	B.A.	B.A.+20	M.A.	M.A.+15
1	22904	24050	24542	24583
2	24046	25250	25768	25820
3	25197	26456	26999	27040
4	26429	27660	28225	28268
5	27487	28862	29448	29498
6	28633	30063	30673	30725
7	29775	31265	31906	31955
8	30921	32467	33132	33182
9	32067	33669	34358	34415
10	33214	34874	35584	35638
11	34357	36074	36812	36871

1993-94 SALARY SCHEDULE

Step	B.A.	B.A.+20	M.A.	M.A.+15
1	24164	25373	25892	25935
2	25369	26639	27185	27240
3	26583	27911	28484	28527
4	27883	29181	29777	29823
5	28999	30449	31068	31120
6	30208	31716	32360	32415
7	31413	32985	33661	33713
8	32622	34253	34954	35007
9	33831	35521	36248	36308
10	35041	36792	37541	37598
11	36247	38058	38837	38899

Longevity

After 12 years of teaching experience, the bargaining unit member shall receive 3% above the last step of the salary schedule.

After 15 years of teaching experience, the bargaining unit member shall receive 3% above the twelfth (12th) year longevity pay.

After 21 years of teaching experience, the bargaining unit member shall receive 3% above the fifteenth (15th) year longevity pay.

APPENDIX CEXTRA CURRICULUM DUTY

Hours are for semester hours - percents on where coach, etc., falls on the B.A. schedule for experience in that sport

Athletic Director	\$910
Varsity Basketball	10%
Assistant Basketball	7%
7th Grade Basketball	2.5%
8th Grade Basketball	2.5%
Boys' Track	5.0%
Girls' Track	5.0%
Baseball	5.0%
Softball	5.0%
Cheerleading	8.0%
Advisors	
9th	2.5%
10th	2.5%
If 9th & 10th combined	3.0%
11th	3.5%
12th	3.5%
Student Council	3.0%
Christmas Program	1.5%
Band (minimum of 10 performances)	5.0%

Senior Advisory Teacher see Master Agreement Section 3.5

Mentor Teacher see Master Agreement Section 5.4

APPENDIXEARLY SEVERANCE INCENTIVE PROGRAM

Any Bargaining unit member employed with the Ellsworth School shall have the option to be granted an early severance allowance providing the following criteria are met:

CONDITIONS

- a) The bargaining unit member must be at least fifty years of age.
- b) The bargaining unit member must have been employed for eight (8) consecutive years or more with the Ellsworth School District.
- c) The bargaining unit member must be at the top of the salary schedule, excluding longevity.
- d) The bargaining unit member must give written notice of severance at least sixty (60) days prior to the effective date of retirement.
- e) The above conditions may be waived by mutual consent of the parties.

BENEFITS

- a) Allowance - The Board agrees to pay the following allowance as a one time, lump sum payment upon early severance at the age indicated:

<u>AGE</u>	<u>AMOUNT</u>
50-55	\$5,000
56	4,500
57	4,000
58	3,500
59	3,000
60	2,500
61	2,000
62	1,500
63	1,000
64	500

In addition to the above allowance, bargaining unit members who attain the age of 60 - 64 shall be compensated at the rate of twenty-five dollars (\$25.00) for each unused sick leave day.

TEACHER PERFORMANCE EVALUATION

Teacher _____ Class _____
Last Name First Initial

School _____ Date and Time of Visit _____

A. TEACHING TECHNIQUES

1. Utilizes Teacher's Manual or guide effectively. _____
2. Demonstrates sufficient mastery of content. _____
3. Makes effective use of a variety of materials. _____
4. Makes clear, practical demonstrations and/or explanations. _____
5. Provides for pupil participation. _____
6. Uses logical, purposeful and thought-provoking questions. _____
7. Provides interesting and adequate reinforcement. _____
8. Varies procedures in working with pupils of varying abilities. _____
9. Provides for creative expression. _____
10. Makes pupils feel tasks are purposeful. _____
11. Provides motivation. _____

B. EFFECTIVE PLANNING

1. Displays evidence of teacher prepared material. _____
2. Directions to students are clearly thought out and well stated. _____
3. Materials for class are organized and available. _____
4. Originality is shown in presentation. _____
5. Individual lessons are part of a logic sequence of learning unit. _____
6. Provides enrichment. _____
7. Is aware of adequate pacing. _____
8. Carefully plans purposeful pupil assignment. _____
9. Key questions prepared in advance. _____

C. PUPIL TEACHER RELATIONSHIPS

1. Maintains pupil interest and attention. _____
2. Works constructively with individual or group. _____
3. Uses democratic techniques and processes when appropriate. _____
4. Manages routine so as to avoid confusion. _____
5. Exhibits poise, voice control, tact and integrity. _____
6. Graciously accepts less than the "right" response from a slow student. _____
7. Avoids the use of sarcasm or ridicule. _____
8. Discourages students use of sarcasm or ridicule. _____
9. Uses positive statements to pupils. _____
10. Makes supportive statements to pupils. _____
11. Maintains a friendly and respectful teacher pupil relationship. _____

TEACHER PERFORMANCE EVALUATION - Continued.
Page Two.

D. CLASSROOM ENVIRONMENT

- 1. Environment is generally neat and attractive. _____
- 2. Furniture arrangement is conducive to learning. _____
- 3. Bulletin boards and displays have teaching value. _____

E. PERSONAL ATTRIBUTES

- 1. Dresses appropriately. _____
- 2. Is neat and well groomed. _____
- 3. Uses good oral and written language. _____
- 4. Is poised and refined in actions - sits, stands, and moves about with good posture. _____
- 5. Is industrious and shows initiative. _____
- 6. Is prompt with lesson plans, reports, etc. _____
- 7. Evidence warm, sincere interest in all students. _____
- 8. Willingness to perform on committees and other extra curricular functions. _____
- 9. Cooperates with fellow staff members. _____
- 10. Discreet and professional in communication. _____

Suggested code for those Desiring a Specific rating; 1 - Outstanding; 2 - Above Average;
3 - Average; 4 - Below Average; 5 - Unsatisfactory;
6 - NO - Not Observed 7 - NA -- Not Applicable

COMMENTS BY THE EVALUATOR

THINGS THAT NEED IMPROVING

THINGS THAT ARE SATISFACTORY

TEACHER COMMENTS

Signature of Teacher Receiving
Copy of Report

Signature of Person
Making Evaluation

COUNSELOR EVALUATION FORM

	<u>Meets Expectations</u>	<u>Needs Improvement</u>
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I. INDIVIDUAL PLANNING

A. Implements individual planning through effective use of individual appraisal and placement.

	_____	_____
--	-------	-------

II. RESPONSIVE SERVICES

A. Implements effective responsive services that reflect the individual needs of the students.

	_____	_____
--	-------	-------

B. Crisis Counseling - provides support to emergency situations.

	_____	_____
--	-------	-------

III. SYSTEM SUPPORT

A. Provides effective support for the guidance program and other school programs.

	_____	_____
--	-------	-------

IV. PROFESSIONAL & INTERPERSONAL RELATIONSHIPS

Students

A. Demonstrates positive interpersonal relationships with students.

	_____	_____
--	-------	-------

B. Promotes self-esteem in students.

	_____	_____
--	-------	-------

Staff

A. Demonstrates positive interpersonal relations with staff.

	_____	_____
--	-------	-------

B. Initiates contacts and provides follow-up with the appropriate staff members.

	_____	_____
--	-------	-------

C. Is a positive influence in the school and in the District.

	_____	_____
--	-------	-------

V. PROFESSIONAL GROWTH

A. Participates in activities for professional development.

	_____	_____
--	-------	-------

B. Maintains knowledge of developments in student support services.

	_____	_____
--	-------	-------

C. Integrates new techniques & skills based on effective research practices.

	_____	_____
--	-------	-------

IV. PERSONAL PERFORMANCE

A. Exhibits initiative and personal enthusiasm in the counseling role.

	_____	_____
--	-------	-------

B. Displays positive, professional attitude.

	_____	_____
--	-------	-------

C. Displays behavior and maintains counseling relationships consonant with nationally established ethical standards established by the American School Counseling Association and the American Association of Counseling & Development.

	_____	_____
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COMMENTS

Counselor's Signature _____ Date _____

Evaluator's Signature _____ Date _____