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AGREEMENT

PREAMBLE

OFFICE OF
PROFESSIONAL NEGOTIATIONS

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 Ellsworth Education Association, hereinafter referred to as the "Association".

It is hereby mutually agreed by and between the parties signatory hereto, as follows:

ARTICLE I - RECOGNITION

- Sec. 1 The Board agrees to recognize the Association as the sole bargaining agency for all the certificated contract teachers employed by the Board during the term of this agreement, with the exception of the Superintendent, Principal, and Summer School Teachers, for salaries, hours of work, and other conditions of employment to the extent required by Act 379 of the Public Acts of 1965.
- Sec. 2 The Board recognizes that teachers have the right to join any organization for their professional or economic improvement, but that membership in any such organization shall not be required as a condition of employment.
- Sec. 3 The Board further recognizes that a teacher shall enjoy academic freedom and the freedom to join or not to join any organization without fear of prejudicing his employment as a teacher. The basic code of professional ethics will guide personal conduct.

Ellsworth Comm. Schools

ARTICLE II - REPRESENTATION

- Sec. 1 The Association shall be represented by a Teachers Committee of not more than three members including the Chairman. This

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Committee shall also be the Bargaining Committee, and the Grievance Committee.

Sec. 2 Teachers serving on the Teachers Committee may also be members of the Tenure Committee.

Sec. 3 Any conflict of ideas under Tenure are to be resolved by the Tenure Committee only, and not the Grievance Committee.

ARTICLE III - PROBLEMS AND GRIEVANCES

Sec. 1 Every effort shall be made by teachers to settle problems and grievances through school administrative channels. When a satisfactory solution cannot be found through these channels, appeal shall be carried to the Board of Education through professional negotiation procedures. Nothing in this agreement shall abrogate the right of the individual teacher to process his own disputes through administrative channels and with the Board of Education.

ARTICLE IV - SALARY SCHEDULE

Sec. 1 The salary schedule is designed to attract new teachers, to retain the teachers we now have, and to encourage all teachers to make academic improvements. All teachers are to be hired on the basis of this schedule.

For teachers holding a Bachelors Degree and a Permanent, Provisional, or Life Certificate:

First Year	\$6000
Second Year	6200
Third Year	6400
Fourth Year	6600
Fifth Year	6800
Sixth Year	7000
Seventh Year	7200
Eighth Year	7400

Masters Degree - add \$400.00

Non-degree teachers - base pay less \$10 for each hour lacked for a degree and a Provisional Teaching Certificate with incremental steps comparable to degree teachers providing a degree and certificate are procured within two years after the initial contract.

Additions for activities over and above regular teaching duties:

Head Football	\$ 500
Asst. Football	300
Head Basketball	500
Asst. Basketball	300
Track or Baseball	300
Athletic Director	200
Driver Training	\$3.50 per hour (after school hours)
Class Play Director	\$75 each play
Extra Duty	\$5 per duty (for work at athletic events)

- Sec. 2 Teachers will be given full credit for experience in other schools. Teaching experience of less than one year will receive a proportional increment by semesters equal to the teachers experience.
- Sec. 3 Teachers will be paid in 20 or 26 installments throughout the school year.
- Sec. 4 Teachers shall act as Class Sponsors and Club Sponsors, gratis, when chosen by the group or assigned by the Administration.
- Sec. 5 All faculty members must complete three (3) semester hours of credit in education, or their teaching field, every three years or remain on step until this is fulfilled. Travel courses which

add to the teacher's competence in his subject area may count toward the three semester hours. If at the top of the schedule and this is not completed, teachers will be lowered one step each year until fulfillment. Only school board action may make an exception.

ARTICLE V - TENURE COMMITTEE

- Sec. 1 A tenure committee shall be organized not later than the 30th day of September of each year.
- Sec. 2 Members of tenure committee shall hold office for one year from October 1st to September 30th.
- Sec. 3 The tenure committee shall consist of six members composed of:
- a. The superintendent of schools who will serve as chairman.
 - b. One member from the Board of Education selected by the board.
 - c. The elementary and high school principals.
 - d. Two members will be classroom teachers selected by the Ellsworth Teachers Association. Both must be tenure teachers.
- Sec. 4 At least two meetings will be called by the chairman each year.
- a. The organization meeting will be called by the chairman no later than September 30th.
 - b. A meeting for reviewing personnel and personnel policies will be called by the chairman not later than 60 days before the issuance of contracts.
 - c. Meetings may be called by the chairman as needed.
 - d. A meeting will always be called at the written request of any two members.

- e. Members shall receive written notice at least twenty-four hours before the time of each meeting.

Sec. 5 The function of the tenure committee shall be to:

- a. Review and evaluate personnel policies each year, and recommend improvements.
- b. To help evaluate probationary teachers.
- c. To assist the administration in the interpretation of personnel policies.
- d. To dissolve any conflict of ideas in the interpretation of policies.

Sec. 6 The tenure committee shall function

- a. Under Roberts "Rules of Order" with each member having one vote.
- b. As a unit with its decisions and recommendations being presented in writing to proper authorities or person.
- c. Decisions pertaining to dismissal of teachers, extension of probationary period, and granting tenure, shall be presented to the Board of Education by the Superintendent.

ARTICLE VI - HEALTH

Sec. 1 Physical Examinations

- a. Before being placed under tenure each teacher may be asked to submit to a general physical examination including a chest x-ray and blood test at the discretion of the Superintendent. Selection and payment of physician will be made by the Board of Education.
- b. 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.

- c. The Board of Education may, at its discretion, require any teacher to submit to physical and/or psychological, or psychiatric examinations at any time. Such examinations to be paid for by the Board of Education.

Sec. 2 Partial Disability

In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adapted to his ability and proportional salary adjustment made.

Sec. 3 Sick Leave Allowance

- a. Each teacher employed by the Board of Education shall be allowed twelve (12) days sick leave each year. In the case of illness or an injury compensated by Workmen's Compensation the teachers may have the choice of being paid the difference between his regular salary and the amount paid by the Workmen's Compensation insurance with only $\frac{1}{2}$ day charged to sick leave for every day absent or the teacher may use his regular sick leave days with no loss of pay up to the total number of days accumulated.
- b. Unused sick leave is to be credited to each teacher's sick leave account until a maximum of sixty (60) days is reached.

- c. Sick leave for teachers employed on a part time, or for a part of a school year, will have sick leave allowance in proportion to the time employed.
- d. A statement of his sick leave account will be presented each teacher not later than September 30th of each year.
- e. 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 sick leave purposes 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 sick leave is to be made.
- f. The teacher shall, on request of the Board of Education, present a doctor's certificate or other proof of illness satisfactory to the board covering the full period of absence for which he is to be paid.
- g. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall lose no pay and the time off will not be charged against sick leave. The teacher will supply an immunization chart when asked by the board.

ARTICLE VII - LEAVE OF ABSENCES

Sec. 1 Teachers may be granted leave of absences for the following reasons:

- a. Conscription in the armed services of the United States.
- b. Maternity leave of absences.
- c. Peace Corps leave and sabbatical leave.

Sec. 2 Temporary leave of absences shall be without pay unless otherwise stipulated and for not more than one year.

a. Teachers on temporary leave of absence who are in the armed services may have leave of absence extended for an additional two years.

b. Military service that interrupted an active teaching career or educational training for the teacher profession shall be evaluated by the administration partial credit may be given.

Sec. 3 The Board of Education may grant a leave of absence for maternity, without pay, to any female staff member who has been employed by the school district for two years or more. Maternity temporary leave of absence is compulsory at four months pregnancy or at the discretion of the Superintendent.

Sec. 4 Emergency Leave

a. In the event of critical illness, or other emergency, 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 of schools.

b. In the event of death in the immediate family, father, mother, spouse or child, the teacher will be granted five (5) school days leave without loss of pay.

Sec. 5 Each teacher may be allowed two (2) personal business days per year provided the administration is given 48 hours advance notice (non-accumulative).

ARTICLE VIII - RETIREMENT

Sec. 1 A teacher reaching the age of sixty-five may be retired at the

option of the Board of Education.

ARTICLE IX - NEW TEACHER ORIENTATION

- Sec. 1 The school principal may appoint an experienced teacher to act as a "helping teacher" to any new teacher.
- Sec. 2 The "helping teacher" will not be in line of authority nor in a supervisory capacity over the new teacher.
- Sec. 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.
- Sec. 4 The "helping teacher" is to assist the new teacher to become acquainted with the geography, services, and facilities of the Community of Ellsworth.

ARTICLE X - TEACHER EVALUATION

- Sec. 1 Formal evaluation of probationary as well as tenure teachers shall be the responsibility of the school superintendent.
- Sec. 2 Evaluation of probationary teachers is to be made in writing at least once each semester by either the superintendent or high school principal. The teacher is to receive a copy of each evaluation made of his status.
- Sec. 3 Evaluation of tenure teachers is to be made in writing at least once each year by either the superintendent or high school principal. The teacher is to receive a copy of each evaluation made of his status.
- Sec. 4 Each teacher should be made continuously conscious of his progress through conferences and visits with the high school principal or superintendent.

ARTICLE XI - CIVIC AND PROFESSIONAL ACTIVITIES

- Sec. 1 Participation in activities and programs of recognized professional organizations are considered to be responsibilities of teachers and a necessary part of keeping professionally alert.
- Sec. 2 Teachers may participate in civic affairs and take leadership in community programs as their interests direct.
- Sec. 3 A teacher shall be released from regular duties without loss of salary for the purpose of participation in area or regional meetings of the M.E.A. No compensation shall be paid a teacher unless attending the full session. The Association shall submit an attendance report to the superintendent for pay purposes. This means fall teacher institute and one county institute with a limit of 3 days.

ARTICLE XII - INSERVICE TRAINING

- Sec. 1 The teacher completing work above the 10 hours required for permanent certificate while in the employ of the Board of Education will receive ten (10) dollars payment for each semester hour of work completed provided: (at discretion of superintendent)
- a. That work carried is consistent with the position held on the staff and by prior agreement with the superintendent of schools, and
 - b. An official transcript of credits is presented showing satisfactory completion of work.
- Sec. 2 The superintendent of schools shall determine what conferences will be attended and select the personnel.

Sec. 3 Teachers attending authorized conferences of an inservice training nature will be reimbursed expenses incurred attending such conferences as follows:

- a. Travel expense at the rate of 8¢ per mile at the discretion of the Superintendent.
- b. Meals not to exceed \$6.00 per day.
- c. Lodging not to exceed \$7.00 per day.
- d. An itemized statement of expenditures must be presented in order to receive payment.
- e. Teachers shall suffer no loss of pay attending authorized conferences.

ARTICLE XIII - TEACHING CONDITIONS

Sec. 1 Teachers are to attend all school assemblies to help maintain student order.

Sec. 2 All teachers are required to attend faculty meetings. X

Sec. 3 In addition to teaching, each teacher is subject to assignment by the principal to responsibility for a portion of the miscellaneous services and activities of the school, such as preparation of programs, extracurricular activities, exhibitions of work, parent-teacher meetings, supervision of students and committee activity. X

Sec. 4 All high school teachers will have at least one unassigned preparation period per day. Each high school teacher will take his turn at noon duty, during which time he will receive free lunch. The administration and the Board of Education will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

Sec. 5 The teacher's free period is for planning of work, correction of papers, and to be available for counseling with pupils. Teachers are expected to be in the building during this time, unless given permission to leave by the administration.

Sec. 6 Teachers will be in the building 25 minutes before the start of school and in the classroom five minutes before the final bell. They will remain 15 minutes after dismissal each day, except Fridays when they may leave at the time of school dismissal.

ARTICLE XIV

Sec. 1 All persons hereafter employed by the School District in administrative capacities shall be employed without administrative tenure in accordance with the provisions of the Michigan Tenure Act (Act 4 of 1937), as amended from time to time. Appropriate stipulations to the effect shall be included in all contracts hereafter executed by the School District with such persons. This policy has no application to any persons presently having tenure with the School District in an administrative capacity.

Sec. 2 The non-tenure status of all extra duties of teachers for which extra compensations paid shall be stipulated in all salary notices furnished to such teachers.

ARTICLE XV - SAVING CLAUSE

Any portion of the local tenure policy invalidated by the Michigan Tenure Law shall not invalidate other parts of the policy written within the framework of the law.

ARTICLE XVI - GENERAL

Sec. 1 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:

- a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- b. 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.
- c. 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.
- d. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.

ARTICLE XVII - DURATION

Sec. 1 This agreement shall become effective July 1, 1967 and continue in full force and effect until June 30, 1968, and year to year thereafter unless it is amended, modified, or terminated. Should either party hereto desire to amend, modify, or terminate this agreement after June 30, 1968, such party shall serve a written notice upon the other party not later than February 1st of the contract year.

Sec. 2 In the event that either party shall give such notice as mentioned in Sec. 1 above, the party receiving the notice shall grant a conference for the purpose of negotiating the desired changes.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures
this _____ day of _____, 1967.

For the Association:

Ellsworth Teachers Association

For the Board:

Ellsworth Community School

President

President

Member, Bargaining Committee

Vice-Pres.

Member, Bargaining Committee

Secretary