

June 30, 1971

Ellsworth Community School

AGREEMENT

between

The Board of Education  
of  
Ellsworth Community School

and

Ellsworth Education Association

July 1, 1969 - June 30, 1971

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Michigan State University

## PREAMBLE

THIS AGREEMENT made and entered into by and between the Board of Education of the Ellsworth Community School District, Ellsworth, Michigan, 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.

### ARTICLE II - REPRESENTATION

- Sec. 1 The Association shall be represented by a Committee of not more than three teachers including the Chairman. This Committee shall also be the Professional Negotiating Committee and the Grievance Committee.
- Sec. 2 Members serving on the Teachers Committee may also be members of the Tenure Committee.

### ARTICLE III - PROBLEMS AND GRIEVANCES

- Sec. 1 A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- Sec. 2 In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

Sec. 3 If as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure on a form set forth, signed by the grievant and a representative of the Association which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal.

Sec. 4 Within three (3) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Sec. 5 If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Sec. 6 If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board 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 seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Sec. 7 If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. 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 there on may be entered in any court of competent jurisdiction.

- Sec. 8 The fees and expenses of the arbitrator shall be paid by the party requesting arbitration.
- Sec. 9 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.
- Sec. 10 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- Sec. 11 If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

#### 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, there are ten steps on the salary schedule, with the first step \$6,500.00 and the last step \$8,300.00. Masters Degree receives \$400.00 above step.

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
Assistant football	300

Head basketball	\$600
Assistant basketball	400
Jr. High basketball	200
Track or baseball	200
Drivers Training	5 per hour
Extra duty (for work at athletic events)	5 per duty

Sponsorships:

7th and 8th	50
9th and 10th	100
11th and 12th	150 (without plays)
Varsity Cheerleaders, JV, and Jr. High	100

Returning teachers will have first preference in regard to extra assignments in order of seniority subject to administrative approval.

- Sec. 2 Teachers will be given five (5) years 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 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 26 equal installments throughout the entire year; or 3) in 20 installments throughout the school year and a final lump sum payment in June.
- Sec. 4 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. If prior consent is obtained from the Board, travel, not connected with a college course, may count as one (1) hour of credit toward the three-year requirement of three hours.
- Sec. 5 Teachers will receive three percent of base salary toward Blue Cross-Blue Shield Insurance.

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 four (4) 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. 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 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.
- 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 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.

Sec. 2 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 adapted to his ability and proportional salary adjustment made.

### Sec. 3 Sick Leave Allowance.

- a. Each teacher employed by the Board shall be allowed twelve (12) days sick leave each year. In the case of illness or an injury compensated by Workmen's Compensation the teacher 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, 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 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.
- b. In the event of death in the immediate family (father, mother, spouse or child), the teacher will be granted time off at the discretion of the Superintendent, with no deductions from his sick leave.



- c. In the event of other deaths, the teacher will be granted time off which will be deducted from his sick leave. This is to be at the discretion of the Superintendent.

#### ARTICLE VIII - RETIREMENT

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

#### ARTICLE IX - NEW TEACHER ORIENTATION

- Sec. 1 The school principal must 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.
- Sec. 5 There must be one (1) day of orientation before the first day of school, and all teachers, new and returning, must attend.

#### 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 - INSERVICE TRAINING

Sec. 1 The teacher completing work above the hours required for permanent certificate while in the employ of the Board will receive ten (10) dollars payment for each semester hour of work completed provided: (at the 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 \$.10 per mile at the discretion of the superintendent.
- b. Room and meals not to exceed \$20.00 per day.
- c. An itemized statement of expenditures must be presented in order to receive payment.
- d. Teachers shall suffer no losses of pay attending authorized conferences.

Sec. 4 e. The Association shall submit an attendance report to the superintendent for pay purposes.

## ARTICLE XII - 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.

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. It is agreed that no teacher be compelled to attend more than five (5) meetings per semester under Article XII, Section 2.

Sec. 4 All high school teachers will have at least one unassigned preparation period per day. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to a regular class hour. Each high school teacher will take his

turn at noon duty, during which time he will receive free lunch. The administration and the Board 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.
- Sec. 7 Any elementary teacher who is asked to teach a class comprised of more than one grade level, will be compensated in the amount of five hundred dollars (\$500.00) in addition to their regular salary.
- Sec. 8 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board and a Committee from the Association will confer from time to time for the purposes of improving the selection and use of each educational tool, and the representatives of the Board and Association will submit to the entire Board their decisions for approval.
- Sec. 9 Teachers will teach in their major and minor fields as nearly as possible.
- Sec. 10 Each year some Inservice Training shall be provided by the Board and Administration, planned by the Administration and Teachers and approved by the Board.

#### ARTICLE XIII - 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 there to.

#### ARTICLE XIV - DURATION

Sec. 1 This agreement shall become effective 12:01 a.m., July 1, 1969 to 12:00 (midnight) June 30, 1971, with only base salary negotiable for the 1970-71 school year. Should either party hereto desire to amend, modify, or terminate this Agreement after June 30, 1971, such party shall serve a written notice upon the other party not later than February 1 of the contract year indicating areas of change desired. Negotiations shall begin no later than thirty days (30) after receipt of notification in 1970 and 1971.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

For the Association:

For the Board:

Ellsworth Teachers Association

Ellsworth Community School

*Vera Bens*  
President

*J. Stan Allen, Sr.*  
President

*Theola Elzinga*  
Member, Bargaining Committee

*Arthur J. Ross*  
Treasurer

*Jack D. LeBlond*  
Member, Bargaining Committee

*Walter L. Chelli*  
Secretary