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6/30/97

MASTER AGREEMENT

BETWEEN

**WASHTENAW LIVINGSTON EDUCATION ASSOCIATION/
CHELSEA EDUCATION ASSOCIATION,**

MEA/NEA

AND

CHELSEA SCHOOL DISTRICT

BOARD OF EDUCATION

Chelsea School District

JULY 1, 1994 - JUNE 30, 1997

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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THIS AGREEMENT, entered into as of the first day of July, 1994, between:

CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION
(hereinafter referred to as the "Board")

and the

WASHTENAW LIVINGSTON EDUCATION ASSOCIATION/
CHELSEA EDUCATION ASSOCIATION,
MEA, NEA
(hereinafter referred to as the "Association")

WITNESSETH:

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of the Chelsea School District is their mutual aim, and that the character of such education is influenced by the quality and morale of the teaching service, and

WHEREAS, The parties hereto are interested in promoting harmonious relations among the teaching staff, administration, Association and the Board, and

WHEREAS, Pursuant to the Provisions of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the Association and the Board desire to contract in respect to wages, hours, or other conditions of employment.

NOW, THEREFORE, In consideration of the premises and the respective agreements of the Board and the Association herein contained, the Board and the Association agree as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all certified educational personnel of the Chelsea School District in the K-12 education program in the appropriate bargaining unit, described and defined as:

All instructional personnel, including counselors and media specialists, PREP teacher(s) who are certified by the Michigan Department of Education, psychologist(s), social worker(s), excluding substitutes, teacher aides and other auxiliary personnel, community education teachers, Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Community Education Director, Athletic Director and Special Education Director, Swimming Pool Director, Curriculum Director.

- B. The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.

ARTICLE II
BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan, and the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and law of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS

The Board and the Association agree to abide by Act 336 of the Public Acts of 1947, as amended by Act 379 of Public Acts of 1965, and to all applicable laws and statutes pertaining to teacher rights and responsibilities.

I. Association Rights

- A. The Association and its members shall have the right to use school facilities for meetings upon approval of the Principal of the building to be used as long as such meetings do not interfere with the regularly or previously scheduled school activities. Such use of the buildings shall be without charge on regular school days. Written requests for evening or weekend use will be subject to the approval of the Superintendent of Schools.

- B. The Association shall have the right to use school equipment on school premises, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall be responsible for such equipment and pay for the actual cost of all repairs, supplies, and materials incident to such use.

- C. The Board shall provide a bulletin board in each staff room at the high school, middle school and each of the elementary schools for the exclusive use of the Association. The Association may use the district mail services and teacher mail boxes for communication to teachers. Materials delivered by the district mail service shall be placed in the building representative's box. It is understood that neither the Board nor the administration need distribute materials.

ARTICLE III (continued)

- D. During the school year that the Association president and grievance chairperson are in office, they may use non-teaching time during the regular school day for Association business. It is further understood that should an elementary teacher become president or grievance chairperson, he/she will use only that time when he/she is not supervising children.

- E. The Association president and grievance chairperson will check in and out of the school building when conducting Association business. The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, or major revisions of educational policy, which are proposed or under consideration, and the Association may be given an opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

Upon written request, the Association shall be supplied with a copy of the Board agenda at the time of its anticipated receipt by members of the Board of Education. Upon written request, the Association shall be supplied with a copy of the approved public Board minutes. Written request must be submitted for copies of the Board agendas and minutes sought by the Association throughout the year. Such request shall not be valid for a period longer than twelve (12) months from the date submitted.

- F. The Association shall be supplied, upon written request, with a copy of the current Annual School District Financial Report (Form B), a copy of the district's formally adopted Operating Budget with monthly budget statements (only if such statements are routinely prepared by the district and available to the public), a copy of the schedule identifying the placement of current bargaining unit members on the existing salary

ARTICLE III (continued)

schedule, together with information which may be necessary for the Association to process any grievance.

It is agreed that the foregoing shall not be construed to require the district to compile information or statistics not already compiled. Original records of the foregoing are to be examined only at the office of the Superintendent. Further, the Association agrees that it shall pay the district for any expense involved in the preparation of information for the Association's use.

- G. Twelve (12) Association leave days shall be granted, for the purpose of conducting Association business related to the Chelsea School District, as requested by the President of the local unit of the Association. This is not to be counted as any other leave. Substitutes for the first six (6) such days will be paid by the Board. Substitutes for the next six (6) will be paid by the Board with the Association reimbursing the Board for the cost of the substitute. Association days may be taken in half-day (1/2) blocks. Notification will be made in letter form two (2) days prior to the leave.

II. Teacher's Rights

- A. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- B. Faculty meetings called and announced three or more calendar days in advance shall take precedence over general Association meetings, provided, however, that faculty meetings shall take precedence where an emergency situation warrants the same.

ARTICLE III (continued)

- C. A copy of existing Board and administrative policies shall be available in the library of each building. Teachers shall be informed in writing within thirty (30) calendar days of any new policies or changes in existing policies. Such notification shall consist of a complete statement of the policy.

- D. A teacher should be free to participate in political activities. He/she should be free to support and participate actively in the affairs of the political party of his/her choice. His/her political activity must not compromise his/her professional integrity.

- E. A teacher shall be entitled at his/her request to have an Association representative present only when he/she is being reprimanded for any rules infraction or delinquency in professional performance that is considered serious enough to be placed in the teacher's personnel file. When the teacher requests the presence of an Association representative, in accordance with the above, the teacher and the representative shall make themselves available to the administrator at the time to be set by the administrator (which meeting shall begin during the teacher's regular school day).

- F. No teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available in writing to the teacher and at his/her request the Association shall receive a copy. The teacher being reprimanded or disciplined has a right to file a written rebuttal within ten (10) days which shall be attached to the written reprimand or record of disciplinary action and shall become a part of the teacher's personnel file.

ARTICLE III (continued)

- G. Each teacher shall have the right upon request to review the contents of his/her personnel file. The review will be made in the presence of the administrator responsible for the safekeeping of the file or his/her designee. Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employers are specifically exempt from such review. The administrator or his/her designee shall remove such credentials or confidential reports from the file prior to a review by the teacher. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
- (1) Annual TB report and required medical information
 - (2) All signed teacher evaluation reports
 - (3) Copies of annual contracts
 - (4) Letters of commendation
 - (5) A transcript of academic record
 - (6) Tenure recommendation
 - (7) Record of voluntary extra-curricular activities.
- H. If a teacher or the Association is desirous of bringing any matters to the Board's consideration at a regular Board meeting, they shall file written request with the Superintendent of Schools on the Wednesday prior to the regular meeting. The request shall state the nature of the business to be brought to the Board's consideration. If the Superintendent of Schools does not reject the request within 48 hours of receipt thereof, the matter shall be placed on the Board's agenda under new business. If the request is rejected, the Association or teacher may renew their request to the Board prior to its confirmation of the agenda. The Board may at this time place the matter on the agenda. (The Board shall take up any matters placed on the agenda by the Association, not later than 10:00 P.M. of the night of the meeting.)

ARTICLE III (continued)

- I. Teachers will be excused after the buses leave for the purpose of attending any general, building, or executive meeting called by the Association provided that the Association has notified the Superintendent or the building principal(s) at least twenty-four hours before such meetings. Said notice shall specify what group of teachers will be attending the meeting.

- J. Teachers shall be encouraged to maintain their dress and appearance and to conduct themselves in a manner which promotes respect and professionalism consistent with their assignment.

ARTICLE IV
MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Payroll Deductions

1. During the term of this Agreement all teachers shall pay either
 - (a) the monthly membership dues of the Association or
 - (b) the appropriate representation service fee of the Association, not to exceed the amount of the dues uniformly required of members of the Association.

The teacher may pay such dues or fees directly to the Association or authorize payment through payroll deduction, as herein provided.

2.
 - (a) The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board, as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined.
 - (b) A teacher contesting the appropriate amount of the representation fee to be deducted, must exhaust the internal administrative procedures of the Association. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

ARTICLE IV (continued)

- (c) Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of this fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the teacher remains obligated for the entire annual representation fee.
- (d) In the event that a teacher shall not pay such representation service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in section "b" above. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) 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 teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

ARTICLE IV (continued)

3. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws.
4. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in equal installments from each check beginning the second check due in September.
5. Dues authorizations filed with the Superintendent on or before the 10th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorization filed after the 15th day of October shall be deducted from the remaining pays on a prorated basis as determined by the EA Treasurer.
- (6) Dues authorization once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.
- (7) The Association shall, on or before the second Monday of September of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA/NEA which dues are to be deducted in the coming school year under such dues authorization. The amount of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.
- (8) For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.
- (9) Dues deductions shall be transmitted by the Superintendent to the WLEA/CEA Treasurer within thirty (30) days after such deductions are

ARTICLE IV (continued)

made. The Association shall be responsible for disbursements of WLEA/CEA MEA/NEA dues paid to it, to the Treasurers of these organizations.

- (10) All refunds claimed for dues of the WLEA/CEA, MEA/NEA under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any excess dues deducted by the Board and paid to the Association and agrees to hold the Board harmless from all claims of excessive dues deductions.
- (11) Any dispute between the WLEA/CEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board and the Treasurer of the Association. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.
- (12) The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, United Fund and any other plans or programs jointly approved by the Association and the Board.
- (13) The Association agrees to appoint legal counsel and assume the legal defense of any suit or action brought against the Board due to the district's compliance with the provisions of this Article of the collective bargaining agreement.

The Association further agrees to indemnify and save the Board, including each individual School Board member, its agents and administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or

ARTICLE IV (continued)

administrative agency costs that may arise out of or by reason of action by the Board, its agents or administrators, for the purpose of complying with this Article.

ARTICLE V

TEACHING HOURS, CONDITIONS AND CLASS LOAD

A. Teaching Hours

- (1) The classroom teacher's normal duty hours in the school shall be a continuous seven (7) hours and fifteen (15) minutes. Teachers shall not be required to begin the normal work day prior to 7:30 A.M. nor end the normal work day after 3:30 P.M. All teachers in the same building shall maintain the same starting and ending times, except those who agree to a flexible schedule. Teachers who agree to a flexible schedule shall have continuous duty hours of seven (7) hours and fifteen (15) minutes. Students who take advantage of a teacher's flexible schedule must take a full load of classes and cannot use flexible scheduling for early graduation.

- (2) Teachers are encouraged to remain for a sufficient period after the close of the pupil's day to attend to those matters which properly require attention at that time.

- (3) The high school teachers shall be provided with two (2) planning periods per day, one of which is equal to a regular class period and one of which is equal to the zero hour or common planning period, which shall be no less than ten (10) minutes shorter than a regular class period. Middle school teachers shall be provided with two (2) planning periods per day equal to two (2) class periods per day.

Each high school and middle school teacher shall be guaranteed a duty-free lunch period of thirty (30) minutes per day, at least.

No teacher shall have more than six (6) hours of pupil contact time per day.

ARTICLE V (continued)

- (4) If a teacher accepts an additional teacher assignment in lieu of a planning period, he/she shall receive additional compensation in an amount calculated by dividing the teacher's base salary by the number of periods in the school day at the teacher's respective school building.

- (5) The normal weekly teaching load in the elementary school will be six (6) hours of pupil contact per day. Elementary teachers will be entitled to a duty-free lunch period of not less than thirty (30) minutes per day. Elementary teachers will be entitled to preparation time of thirty (30) consecutive minutes per day. Teacher aides will supervise the children during the lunch recess. It is also recognized that elementary teachers may occasionally require emergency relief. When such emergency relief is required, the building administrator will provide temporary supervision. Elementary teachers shall be able to use for preparation all time in which their classes are receiving instruction from various teaching specialists. All elementary teaching specialists shall be provided with relief and preparation time to the same extent as other elementary teachers in the system.

The Employer will make reasonable efforts through scheduling of special subject instruction, rotation of recess duties and/or rotation of staff meetings to arrange at least thirty (30) consecutive minutes of preparation time each student instruction day for each elementary teacher.

- (6) Pupil contact time is defined as any time during the normal teacher's work day in which the teacher is involved in instruction or supervision of students excluding lunch and preparation periods. Assignment to a supervised study period shall be considered a teaching period.

- (7) Every effort will be made to keep the pupil contact time assigned to each teacher equivalent within each school

ARTICLE V (continued)

B. Class Size

(1) The Association and the Board recognize that the pupil-teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered and equalized whenever practicable and to the extent feasible (taking into account the availability of qualified staff, facilities, funds and State requirements).

(2) Elementary

The class size shall not exceed twenty-six (26) at grades K, 1 and 2, and twenty-eight (28) at all other grades, except it is agreed that should the class size specified reach a ten (10) percent overage, the matter would become a matter of concern, and plans be considered to correct the situation. At such time as the class size reaches a twenty (20) percent overage, action will immediately be taken to put the corrective plan in force.

(3) Middle and Senior High Schools

- a. The ratio of pupils to bargaining unit staff of the middle and senior high schools shall not exceed 27:1. It is understood that this ratio shall apply to each school taken separately.
- b. Only a staff member's time actually devoted to duties in the middle or senior high school, respectively, may be counted in determining the pupil-teacher ratio.
- c. Except in certain activity-type classes such as physical education, music, and study hall, the average pupil load for teachers shall not exceed one hundred fifty (150) pupils per day.

ARTICLE V (continued)

- d. The Employer will make a reasonable effort to ensure that in classes using lab stations or equipment, the number of students assigned to the class will not exceed the number of stations or amount of equipment available.
- (4) Pursuant to the requirements of mainstreaming and to promote a proper learning environment for those identified as E.I., L.D., E.M.I., T.M.I., and/or P.O.H.I. by an I.E.P.C., the Employer will make a reasonable effort to ensure that an equitable distribution of such students shall be made within the building, grade and/or subject area which will accommodate the student's schedule.

The Superintendent will, at the teacher's request, review situations where the teacher believes an equitable distribution has not been made.

C. Equipment/Facilities

- (1) The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material. Clerical personnel to aid teachers in the preparation of instructional material will be made available when possible at the direction of the administration. These facilities shall be made available to teachers at least fifteen (15) minutes prior to the required reporting time.
- (2) The Board shall provide:
- a. Suitable closet space for each teacher to store coats, over-shoes, and personal articles.
 - b. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - c. A dictionary, for which the teacher shall be responsible, in every classroom.

ARTICLE V (continued)

- (3) The Board shall make efforts toward providing:
 - a. A separate desk for each teacher in the district and lockable drawer space.
 - b. Adequate storage space in each classroom for instructional materials.
 - c. Adequate chalkboard space in every classroom.
 - d. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibilities.

- (4) The Board shall make available in each school, adequate restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as a staff room.

- (5) Telephone facilities shall be made available to teachers for their reasonable use.
 - a. Each long-distance call made by a teacher shall be reported to the administration on a form provided by the administration within one (1) day of the making of the call. A duplicate copy shall be retained by the teacher.

 - b. All calls which are not reported as provided in sub-section 'a' shall be posted in the staff room by the administration. Any teacher who failed to report a long-distance call as provided in the sub-section 'a' shall have ten (10) school days from the time of such posting to file such report.

 - c. Any teacher failing to report any long-distance call as provided above shall pay the district the sum of one dollar and fifty cents (\$1.50) to compensate for tracing such a call.

ARTICLE V (continued)

- d. The teacher shall be responsible for paying for the cost of the phone call only if it was for personal use.

- (6) Upon request of the Association, vending machines may be installed in the staff room and luncheon areas. These machines shall be installed and maintained by the Association at no expense to the Board.

- (7) Adequate off-street parking facilities shall be provided and properly maintained and identified exclusively for employee use.

- (8) Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety.

- (9) Recognizing the health and educational benefits to students and teachers to be derived from a smoke-free building policy, the Board may adopt and maintain a smoke-free building policy which prohibits smoking in the buildings of the school district. If the Board fails to adopt a non-smoking policy, a designated smoking area will be provided in each building.

ARTICLE VI

DEPARTMENT AND ELEMENTARY CHAIRPERSONS

- A. The teachers in the Science, Social Studies, Mathematics and English Departments at the middle school and high school level shall, prior to the end of the school year, recommend three persons to the building principal as potential department chairpersons. The elementary teachers, in each elementary building shall, prior to the end of the school year, recommend three (3) persons grades K-2 and three (3) persons grades 3-5 to the building principal as potential elementary chairpersons.
- B. Those teachers nominated for department chairperson shall be tenured teachers, and teaching a majority of their assignments in the department.
- C. The building principal shall select the chairperson from among the three recommendations, prior to the end of the school year. Should there be three people eligible for the position, but not recommended, the principal shall at his/her option, choose from the persons offered, or declare the department/grade level without a chairperson for the school year. In the event the department/grade level is unable to recommend three (3) people due to other provisions of the Article, it shall present the names of all those eligible.
- D. The chairperson, the principal and the members of the department/ grade level will jointly develop a job description for the chairperson in each area. High school and middle school department chairpersons shall have budget and curriculum responsibilities. Elementary chairpersons shall have only curriculum responsibility.

ARTICLE VII

ASSIGNMENTS, VACANCIES, PROMOTIONS AND TRANSFERS

For the purpose of this article the term "transfer" shall mean both transfer of assignment and building.

- 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 a transfer to a different class, building, or position shall be made each year prior to March 1 in writing, one copy of which shall be filed with the Superintendent and one copy of which shall be filed with the Association. The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board. It is expected that, except for good cause, as judged by the Superintendent or his/her designee, the teacher agrees to remain in this position for two years.
- (1) When a transfer is requested, the teacher will be granted an interview by the appropriate administrator.
 - (2) When a teacher's request to transfer is denied, a written response will be given to the teacher.
- B. The Association recognizes that when teaching vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption. If application for such a vacancy is filled in accordance with paragraph 'C':
- (1) The position, if filled from outside the school district, shall be declared vacant at the end of the school year, at which time all applications previously filed shall be reviewed.
 - (2) The position, if filled from within the school system and two or more applications had been filed, shall be declared vacant at the end of the school year, at which time all applications previously filed shall be reviewed.

ARTICLE VII (continued)

- C. All other factors being equal, the Board shall support a policy of filling teaching vacancies from within its own teaching staff. Whenever a vacancy or new position arises or is anticipated, the Superintendent shall promptly post notice of same for no less than ten (10) calendar days before the position is filled and notify the Association. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. Any new position shall be posted with accompanying job description.

- D. It is recognized that vacancies which arise in the administrative staff provide promotional opportunities for qualified applicants of the teaching staff. Whenever such a vacancy arises the Superintendent shall post notice of same for no less than ten (10) calendar days before the position is filled and notify the Association. Qualified applicants shall be interviewed.

- E. During the summer recess, posting of vacancies shall be discontinued. In its place, the Superintendent shall notify the president of the Association of any vacancy or new position which arises or is anticipated. This position shall be considered open for a period of two weeks, subject to the other provisions of paragraph 'C'.

- F. Any change in grade at the elementary level or building assignments or area of specialization in the middle school or high school will take place prior to the end of the school year. If no such notification is rendered to the teacher, the teacher can be reasonably certain his/her teaching assignment shall be the same. In the event there becomes a need to change a teacher's assignment after the end of the school year, notification of the change shall be given to the affected teacher within five (5) days, including the reasons therefor. If an emergency situation requires a change prior to the reopening of school, the teacher will be consulted and the Association shall be notified.

ARTICLE VII (continued)

- G. Assignments shall be made at the discretion of the administrator, and will, except for good cause, be in the area of the teacher's competence. If outside the teacher's competence, the Association shall be so notified in each instance, along with written statement for reasons for such misassignment.

- H. Nothing in this agreement shall be construed to discourage exploration of unique programs of instruction, for example, a block-time program or team teaching.

- I. It is understood that final determination in filling vacancies and/or transfers will be made by the Board or its designee in accordance with paragraph 'C'.

- J. An involuntary transfer during the school year will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.

- K. Assignments that involve voluntary and involuntary transfers will be made at the discretion of the administrator, but the decision will emphasize an interest-based problem-solving process.

ARTICLE VIII

REDUCTIONS OF PERSONNEL AND RECALL

- (1) In the event the Board determines a lay-off situation has developed due to decreased student enrollment, shortage of revenue, program elimination or reduction, or that it has become necessary to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate position(s), the Board agrees to follow the procedure listed below:
 - a. Teachers not holding a regular Michigan provisional, permanent, continuing or qualified certificate shall be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
 - b. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Chelsea school system will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 - c. If further reduction is still necessary, then tenure teachers with the least number of years continuous service to the Chelsea school system will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off tenure teachers.

- (2) To be fully qualified, a teacher shall have:
 - a. Earned a provisional, permanent, or continuing teaching certificate in a given subject area or elementary grades, and
 - b. Completed a major or minor (or the equivalent number of hours from an accredited college or university) in the subject area which the teacher is assigned.

ARTICLE VIII (continued)

or

- c. Taught in the subjects and/or subject areas noted in paragraph #3 or elementary grades on a regular basis in the Chelsea School District preceding the lay-off, and
 - d. Earned the minimum credit hours required by the North Central Association for positions where North Central accreditation has been conferred.
- (3) Teaching assignments will be made in the following recognized subjects and/or subject areas based upon the Board of Education-approved curriculum: Elementary any grade level; Middle School: Algebra I, American History, Art, Band, Bloc 6 (Language Arts, Geography), Bloc 7 (English, Geography), Computers, English, Essential Skills, French, Home Economics, Industrial Arts, Math, Orchestra, Physical Education, Reading, Science, Spanish, Special Education (Educable Mentally Impaired, Trainable Mentally Impaired, Emotionally Impaired, Learning Disabled), Speech-Drama, Typing, Vocal Music, Counseling, Media Specialist, Special Education Consultant; High School: English, Speech, Reading, Debate, Stage and Drama, Radio Broadcasting, Journalism, French, Spanish, Business Education, Accounting, Skills for Managing Life (Family Living, Personal Living, Foods and Nutrition, Interior Decorating, Consumer Education), Health, Physical Education, Math, Algebra, Geometry, Calculus, Trigonometry, Computer, Art, Educable Mentally Impaired, Emotionally Impaired, Learning Disabled, Special Education Consultant, Biology, Physics, Chemistry, Geology, Earth Science, Social Studies, Psychology, United States History, Government, World History, Instrumental Music--Winds, Instrumental Music--Strings, Vocal Music, Technology Education, Health Careers, Building Trades, Business Law, Photography, Physical Science, Outdoor Science, Media Specialist, Counseling.

When seniority and qualifications as defined in 'a' through 'd' above are equal, recency of training and experience will be determinate.

ARTICLE VIII (continued)

- (4) For purposes of this Agreement, seniority shall be defined as the length of service in the Chelsea School District as a member of the bargaining unit.

Any administrator employed by the district prior to September 1983 shall continue to accrue seniority for all time spent either as an administrator or a teacher in the Chelsea School District. Newly hired administrators beginning their employment in the district after September 1983 shall not accrue seniority in that capacity.

Ranking of teachers having the same length of service (seniority) shall be determined by a public drawing, conducted by the Association. The teachers affected shall be notified in writing of the date, place and time of any drawing by the Association.

- (5) Recall - In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.

No new teacher shall be employed by the Board while there are teachers of the district who are laid off, unless there are no laid-off teachers with proper certification and qualifications to fill the vacancy which has arisen.

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 each 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 or recall. If a teacher fails to report to work within ten (10) calendar days (not inclusive of Saturdays, Sundays or holidays) from date of sending of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered

ARTICLE VIII (continued)

as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.

- (6) Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract and all benefits provided therein, including all benefits under this Master Agreement. Employment rights shall be reinstated in full upon re-employment in accordance with paragraph four (4) above.
- (7) The Board shall give no less than thirty (30) days notice to the teacher being laid off.

ARTICLE IX
LEAVES OF ABSENCE

Because we recognize the requirement of security for the teachers in time of sickness, matters of emergency, or other circumstances beyond the control of teachers, the following provisions are hereby established.

Section 1. Illness and Disability

- A. Sick leave credits shall be earned during each year in the following manner:

First and second years of service: 1 per month to a maximum of 10
Each succeeding year of service: 2 per month to a maximum of 20

The unused days from prior years shall be carried forward in each case. The maximum credit bank for each teacher shall be one hundred eighty-six (186) days for the 1994-95 school year, one hundred eighty-seven (187) days for the 1995-96 school year, and one hundred eighty-eight (188) days for the 1996-97 school year. Accrued sick leave credits revert to the Board upon termination of employment.

Any deductions for unearned sick leave will be at a rate of base salary divided by days in official school year.

A teacher will lose one-half day of sick leave if he/she is only absent from school duties for one-half day for illness, doctor or dental appointment. Sick-leave credits shall be charged and pay granted only during absences occurring on regularly scheduled school days; provided further, that in no event shall pay be granted during absence for any reason under this Article during any period when a teacher's sick-leave credits have been exhausted, anything contained herein to the contrary notwithstanding.

- B. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of illness in the teacher's family requiring such teacher's presence, as per the following schedule; provided further, that

ARTICLE IX (continued)

the total of all such leaves shall not exceed ten (10) school days per year. The Superintendent or his/her designee may approve exceptions to these maximum allowances upon request of the teacher.

- (1) Spouse or child residing within the domicile of the teacher 10 days
- (2) Parent, parent of current spouse, brother or sister residing within or without the domicile of the teacher 5 days
- (3) Spouse or child residing outside the domicile of the teacher 5 days
- (4) Other related persons residing within the teacher's domicile and dependent upon the teacher for more than 50% of their support 5 days

- C. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of necessary medical or dental appointments not obtainable during non-duty hours.
- D. Absence due to injury incurred in the course of the teacher's employment, or because of the condition of school property, shall be charged against the teacher's sick leave account only on a pro-rated basis. He/She shall receive the difference between his/her regular salary and any Worker's Compensation benefits to which he/she may be entitled for the period that his/her sick leave covers on the pro-rated plan. Sick leave days deducted will be deducted at the same ratio as the ratio of salary paid by the Board.
- E. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted for personal illness not compensable under worker's compensation laws within the limitation as set forth in this Article; provided further, that no such sick leave, with pay, will be granted for more than three (3) consecutive school days unless disability from performing regular duties beyond such three (3) consecutive school days is certified by competent authority or other unimpeachable source to the reasonable satisfaction of the Board.

ARTICLE IX (continued)

- F. Illness on days when school is not in session shall not be deducted from sick leave accounts nor shall there be any loss of pay.
- G. Individual teachers shall, on request, be notified in writing within ten (10) days after the beginning of each school year the total of unused sick leave days to date in his/her sick leave account.
- H. A teacher who is unable to teach because of personal illness or disability, and who 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 year and the leave may be renewed each year upon written request by the teacher.
- I. All teachers shall have the right to apply and receive sick leave benefits beginning at such time as they are physically incapacitated. This provision shall include, but not be limited to, pregnancy-related disabilities, appendectomies, etc. Teachers shall notify the Superintendent of Schools on the first practicable date of anticipated illness or disability. Notification shall be accompanied by a statement from the attending physician, certifying:
- (1) The anticipated period of illness or disability,
 - (2) The general prognosis re: the teacher's ability to perform his or her teaching functions until the anticipated date of absence,
 - (3) That the nature of the illness or disability anticipated by the teacher is such that it would prevent him/her from fulfilling his/her teaching responsibilities during the anticipated period of absence.
- The teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board of Education, in its discretion, may request.
- J. To receive sick leave payments, the teacher must perform all assigned duties until physically disabled, and return to service as soon as physically able.

ARTICLE IX (continued)

- K. Teachers shall provide, in writing, general lesson plans and other materials required by the principal for the duration of absences due to illness or disability in order to maintain curricula continuity through substitutes.
- L. Teachers may be required to submit to physical examination by a physician selected and paid for by the Board.

Section 2.

Leaves of absence with pay and not chargeable against the teacher's sick or personal leave account shall be granted for the following:

A. Funeral Leave

- (1) Each teacher shall be entitled to leave with pay and without charge to his/her sick or business day leave in the event of a death in the immediate family of the teacher for a period not exceeding five (5) school days. Immediate family shall mean mother, father, brother, sister, child, wife, husband, grandparents, parents of current spouse, and grandparents of current spouse.
- (2) In the event of death of other relatives or person of close relationship, each teacher shall be entitled to one day absence without charge to his/her personal day leave account.

B. Religious Observance

Religious observance, if the tradition of the teacher's religion requires abstention from work.

ARTICLE IX (continued)

C. Jury and Court Leave

Each full-time teacher shall be excused from his/her assigned duties for jury duty or attendance at any public hearing pursuant to subpoena. He/She shall be paid the difference between his/her regular salary and such amount as he/she may receive as a juror or witness. No teacher shall be entitled to such payment when, without being summoned, he/she volunteers for jury duty.

D. Selective Service Physical Examination

Teachers reporting for a selective service physical examination shall be excused without loss of pay or sick leave or business leave for such purpose.

Section 3. Unpaid Leaves of Absence

Leaves of absence without pay are available as provided below. Teachers shall provide written notice to the Superintendent of their intent to return from leave no later than April 15 preceding their return in the fall semester or November 15 preceding their return in the winter semester, or as stipulated in the granting of the leave. Reminder of said requirement shall be mailed to each employee on leave at the last address on file with the Board not less than fifteen (15) days prior to the notice deadline. Failure to provide the Board with timely notice shall be deemed a quit by the teacher and terminate all contractual requirements. In addition to the provisions below, the Board may, at its sole discretion, renew unpaid leaves of absence.

A. Military Service Time

A military leave of absence shall be granted to any teacher who shall be inducted (or shall enlist) for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been

ARTICLE IX (continued)

had he/she taught in the district during such period. Credit on schedule is limited to the minimum enlistment time or the minimum induction time.

B. General Leave of Absence

A general leave of absence for one (1) year may be granted to a teacher who has served the district for a period of seven (7) years upon such request being made, provided the granting of such leave will not be contrary to the best interests of the school district. The Board, in its discretion, may waive the seven (7) years of service requirement.

A teacher returning from a general leave of absence shall be placed at the same step as the year in which he/she left and all sick leave shall remain as it was prior to taking of this leave. Any teacher returning from a general leave shall be entitled to return to his/her former assignment or one of like nature and status.

C. Association Office

A leave of absence of up to one (1) year shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the MEA or the NEA. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.

D. Public Office

A leave of absence not to exceed two (2) years may be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office. The teacher may request an additional leave of absence not

ARTICLE IX (continued)

exceeding two (2) years, which may be granted at the discretion of the Board. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.

E. Exchange Teaching, Job Corps, Etc.

A leave of absence of up to two (2) years may be granted to any tenure teacher upon application for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

F. Parental Care Leave

Upon request, a teacher shall be granted an unpaid leave of absence for the purpose of parental care of the teacher's newly born child or newly adopted infant under the age of three (3) years, the duration of which shall be for the remainder of the semester in which the child is born or adopted and up to the two (2) full consecutive semesters following commencement of the leave. A teacher returning from such a leave of absence shall be placed at the same step on the salary schedule to which he/she was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave. Any teacher returning from such a leave shall be entitled to return to his/her former position one of like nature and status.

ARTICLE X

PERSONAL DAYS AND PROFESSIONAL DAYS

A. Personal Days

- (1) a. A maximum of two-and-one-half (2-1/2) personal days with full pay will be allowed each year.
- b. These days are not accumulative and are not to be deducted from sick leave.
- c. The two-and-one-half (2-1/2) personal days may be taken in one semester; however, only 1-1/4 days are earned per semester and a teacher leaving before the end of the semester would have the unearned portion used deducted from his/her final check.
- d. Personal days will not be granted on the day before or following a holiday except for an unexpected emergency.
- e. A teacher planning to use a personal day or days shall notify his/her principal at least one day in advance. In cases of emergency, the time requirement may be waived by the principal.
- f. No reasons need be given for personal day requests. However, all use must comply with A(1)d set forth hereinabove.

B. Professional Days

- (1) At the beginning of every school year, an amount of money not to exceed \$8,000.00 will be made available for:
 - a. visitation to view other instruction techniques or programs,
 - b. conferences, coaches' clinics, workshops or seminars conducted by high schools, colleges, universities, and state and national professional organizations and/or affiliated departments thereof.

ARTICLE X (continued)

- (2) A teacher attending professional improvement meetings shall be compensated at the rate of twenty-five cents (\$.25) per mile for a maximum travel distance of 600 miles. In no event shall there be a distance limitation placed on conference attendance, and the Board, at its discretion, may extend further compensation where lengthier travel is necessary.

All professional days requested are subject to the approval of the building principal. No teacher shall be allowed to use more than two (2) days.

- (3) Applicants for use of days under this section shall be provided with a written response to their application within five (5) working days. If a written response is not received in accordance with the above, the teacher applicant may assume his/her request has been approved.

ARTICLE XI
SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) consecutive years retroactive to the initial date of employment may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid not less than one-half (1/2) of his/her annual salary of the year leave is taken.

- B. Sabbatical leave may be granted for working toward an advance degree through formal study at a college or university, research work under the guidance of competent research personnel, domestic or foreign travel, or advanced study for a specialty program.

- C. The application for sabbatical leave must be submitted to the Board for approval by February 15, for leaves to be granted for the following school year. The Board shall notify all applicants of their decision by June 15 of each year.

- D. The Board will weigh the following criteria in considering each application:
 - (1) Potential benefit to school system
 - (2) Purpose of leave
 - (3) Professional growth of staff member
 - (4) Demonstrated dedicated service to the school system
 - (5) Length of service in school system
 - (6) Other relevant factors

- E. After due consideration of all the applications, the Superintendent shall present each request to the Board with his/her written recommendation of acceptance or rejection. A copy of the Superintendent's recommendation to the Board will be furnished to the teacher applicant at least five (5) days prior to the Board meeting at which the decision in respect to the granting of the leave will be rendered by the Board. The teacher involved will then be

ARTICLE XI (continued)

asked to be present at the meeting when his or her program comes up for consideration.

- F. A teacher, upon return from sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

ARTICLE XII

TEACHER EVALUATION AND PROFESSIONAL GOALS

- A. The Superintendent and/or respective building principal or assistant principal shall evaluate all teachers, and the performance of all teachers shall be evaluated in writing. In addition, the Director of Special Education shall be empowered to evaluate special education teachers (i.e., L.D., E.M.I., etc.). Also, the Director of Athletics & Physical Education shall be empowered to evaluate physical education teachers. Consortium administrators shall be empowered to evaluate consortium teachers employed by the district, using the teacher performance criteria of this Master Agreement.
1. The evaluator is expected to describe and analyze what is happening in the teaching situation; provide an unbiased rating of a teacher's performance; conduct conferences with teachers regarding instructional performance; diagnose the cause(s) of an unacceptable teaching performance; provide assistance appropriate to unacceptable teacher performance; and provide information about current resources and research in education.
 2. An evaluator will be familiar with the teacher's classroom and students; have knowledge of the technical aspects of teaching, derived from classroom experience, in-service, and course work, which would build skills in the evaluation of instructional methods.
- B. No probationary teacher shall be suspended, discharged, or fail to have his/her contract renewed unless he/she has received, in writing, the specific reasons for such action.
- C. Faculty members shall be evaluated on their performance during on-duty hours. The evaluation process utilizes two separate forms:
1. Teacher's Performance Criteria - used for classroom observations and also for the summative evaluation (copy set forth in Appendix D-1).

ARTICLE XII (continued)

2. Professional Goals - used to develop professional growth plans (copy set forth in Appendix D-2).
- D. The purpose of teacher evaluation is to improve the quality of instruction and to assist teachers to meet their potential.
1. Probationary teachers will be evaluated at least two (2) times during the school year: once approximately two (2) months following commencement of service and once approximately ninety (90) days prior to the end of the probationary school year.
 2. Tenured teachers will be evaluated at least once every three (3) years.
 3. Each year those tenured teachers who will receive a summative evaluation will be notified within ten (10) school days of the start of school.
 4. Each year for tenured teachers there will be either a summative evaluation or a plan with professional goals developed.
 5. A tenured teacher may request a summative evaluation instead of developing professional goals.
- E. Any evaluation shall be based upon actual observation or data compiled by the evaluator and not based on hearsay or a compilation of complaints.
1. Teachers should not be negatively evaluated for choosing to use their planning time instead of attending zero-hour meetings.
 2. Evaluations may include more than one classroom observation.
 3. All evaluations will be done with the full knowledge of the individual evaluated.
 4. Pre-observation conferences may be requested by an administrator or a teacher.

ARTICLE XII (continued)

5. At least one classroom observation must be pre-arranged. The first classroom observation to be included in the evaluation will be at least 30 consecutive minutes. Subsequent classroom observations to be included in the evaluation will be at least 15 consecutive minutes. Teacher Performance Criteria form will be used for these classroom observations with the "classroom observation" box checked.
6. Administrators conducting evaluations shall inform faculty of concerns as soon as possible after each observation to provide timely feedback and the opportunity for improvement. Informal feedback may be provided after any observation.
7. A formal post-observation conference will occur within five (5) school days after the last classroom observation, at which time a summative evaluation will be completed and shared at this conference. The written evaluation will be signed in duplicate by such administrator and such teacher, one copy to be retained by the teacher and one copy to be placed in the teacher's personnel file.

F. In the event that a faculty member disagrees with the evaluation:

1. He/She has the right to submit a written rebuttal within ten (10) school days following the evaluation conference. This response will be placed in such teacher's personnel file and attached to the Board's evaluation copy.
2. He/She has the right to request within one (1) week following the evaluation conference an additional evaluation to be completed by another administrator in the district. This evaluation should be completed within twenty (20) school days and by the end of the school year.
3. He/She may ask for a colleague to be present during the additional classroom observation and the post-observation conference.

G. In the case of an Unacceptable evaluation:

1. the evaluator will directly supervise performance improvement.
2. a partnership will exist between the evaluator and the building principal in cases where the building principal is not the evaluator.
3. an individual improvement plan will be developed between the teacher and evaluator at a conference within two (2) weeks of the observation. This conference will include:

ARTICLE XII (continued)

- a. criteria for acceptable performance.
 - b. viable resources to be used for improvement.
 - c. clear goals.
 - d. clear strategy for improvement.
4. the teacher will be granted an additional evaluation upon request.
- H. The purpose of Professional Goals is to generate a plan that will help the teacher identify specific areas for professional growth and improvement--not to measure a teacher's performance.
1. Probationary and tenured teachers will submit to the administrator Professional Goals by September 20th.
 2. The evaluator may hold a conference with the teacher by October 31 to discuss the professional goals.
 3. The evaluator will hold a Professional Goals review with the teacher by April 30.
 4. There will be no written evaluation by the evaluator, but the teacher may write a summary to attach to the goals.
 5. The teacher will not be required to:
 - a. report grades or evaluations.
 - b. make a presentation.
 - c. construct or present a written report.
 6. Administrative and Board support will include:
 - a. release time for teachers requesting professional growth opportunities.
 - b. money to cover the cost of professional growth experiences
 - c. options for appropriate experiences for growth purposes as provided for in Article X, Section B. Professional Days.
 7. Professional goals will be placed in the personnel file. At the end of the goal review the principal will return a copy of the plan to the teacher.

ARTICLE XII (continued)

- I. Teachers in grades 6-12 may request to be evaluated by students. Upon request of the teacher, arrangements shall be made to administer the student evaluation process. The process shall be one that provides for confidentiality of results only to the teacher.

ARTICLE XIII
PROBATIONARY PROCEDURE

- A. The parties recognize the substantial investment of time and effort by probationary teachers in obtaining the education necessary to qualify for a Michigan Provisional Teacher's Certificate. In recognition of this investment, and to improve the quality of professional service of such teachers in Chelsea, the parties agree to the following procedure for the evaluation of probationary teachers:
- (1) At the second and third evaluations of probationary teachers, the teachers may request a representative of the Association to be present at the required conference with the evaluator.
 - (2) Evaluations shall include all job-related deficiencies as of the time of the evaluation.
 - (3) Upon the teacher's request, the second and third evaluation shall include specific information on the help provided to the probationary teacher to correct alleged deficiencies.
 - (4) At the request of the teacher or the immediate evaluator, the third evaluation will be conducted by another administrator in the Chelsea School District.
 - (5) Notice of failure to re-employ a probationary teacher will be based upon said evaluation.
- B. Upon receipt by a probationary teacher of notice of a recommendation to terminate his/her employment, that teacher shall upon request be granted a hearing before the Board of Education.

ARTICLE XIII (continued)

- C. Within five (5) school days of receipt of such request, the Board shall notify the Grievance Committee and the affected teacher of the date, time, and place of such hearing, which shall be no later than fifteen (15) school days subsequent to the date of receipt of such request. The hearing may be either public or private, as the affected teacher shall request.
- D. At the hearing, the affected teacher may, if he/she chooses, be represented by counsel of his/her choice or an Association representative.

The teacher shall be entitled to offer sworn testimony of witnesses on his/her behalf, to testify in his/her own behalf, to introduce relevant exhibits and to have present at his/her expense, a public stenographer or court reporter to make a transcript of the proceedings. At such hearing, the evidence upon which the recommendation is based will be presented to the Board. The teacher shall then have the burden of establishing that the recommendation to terminate is arbitrary or capricious. After the hearing is concluded, the Board shall review the evidence presented and shall issue its decision thereon within fifteen (15) days.

EXTRA-CURRICULAR DUTIES

- A. A teacher who is notified on or before May 15 of the preceding year that his/her extra-curricular duty will not be renewed at the end of the first or second year may follow the probationary procedure, including a hearing before the Board, which shall be requested within fifteen (15) days of receipt of such notice.
- B. If a teacher is retained in any such position for a third year, he/she shall be entitled to continue to serve in such position from year to year unless removed for cause which shall be reviewable through all the steps of the contract grievance procedure.

ARTICLE XIII (continued)

- C. Teachers serving in extra-curricular positions as of the date of this agreement who have served in the same position for over two school years shall be entitled to the protection provided in the grievance procedure.

- D. The Superintendent and/or the respective building principal and/or the Athletic Director shall evaluate in writing all persons holding the same extra-curricular position for less than two (2) years at least two (2) times during the year; once approximately two (2) months after the activity begins, and once approximately ninety (90) days before the end of school. If the extra-curricular duty is seasonal, one evaluation shall be made no later than three (3) weeks after the beginning of the season, and the other shall be made no sooner than ten (10) days later.

- E. As soon as possible following the evaluation, the evaluating administrator shall confer in private with the teacher concerning his/her performance in said duty, at which time the written evaluation containing all job-related deficiencies shall be signed in duplicate by the administrator and the teacher, one copy to be placed in the teacher's file, the other to be retained by the teacher. Should the teacher request assistance, the evaluator either personally shall furnish help or assign someone capable of advising the teacher as to how he/she might improve. The teacher, at his/her option, within one week's time, may file a written rebuttal to be placed with the evaluation in his/her personnel file. In no event shall the second evaluation be made prior to the aforementioned conference on the first evaluation, nor shall the second evaluation take place prior to ten (10) days after any help requested has been rendered.

- F. Notice of the recommendation to not retain a person in his/her extra-curricular position during his/her first or second year will be based on the said evaluations, and any other material or information coming to the attention of the evaluator or any agent of the Board.

ARTICLE XIII (continued)

- G. Failure to follow any procedures set forth in this Article shall be reviewable through all the steps of the contract grievance procedure.

ARTICLE XIV
CURRICULUM CHANGE

The Association recognizes the duty of the Board to establish and maintain a sound program of education for the Chelsea School District. The professional training and expertise of teachers should allow them to contribute to the improvement of such educational programs. Therefore:

- A. A change in curriculum may originate in a grade level in a grade school or within a subject area in the middle or high school.

- B. Building-level curriculum enrichment teams may be established. The building enrichment team will be comprised of at least 3 teachers from that building and the building principal. The Superintendent or his/her designee may be part of these teams. The function of the building enrichment teams will be to study proposed changes in curriculum and see how they will dovetail into the overall K-12 curriculum. These enrichment teams may also initiate curriculum change.

- C. On recommendation from a building enrichment team, or Board of Education or administrative directive pertaining to curriculum change, the proposed change shall be reviewed by a Central Curriculum Committee. The Central Curriculum Committee shall be composed of the following:
 - . 4 representatives from middle school)English/Science/
 - . 4 representatives from high school)Math/Social Studies
 - . 2 parents (1 elementary and 1 secondary) (principals and CEA building representatives determine who)
 - . 6 other curricular areas
 - 1 from counseling/guidance/social workers
 - 1 from special education
 - 1 from media
 - 1 from art, music, foreign language
 - 1 from business, skills for managing life, technology, computers
 - 1 from health and physical education
 - . 4 elementary chairs, upper and lower elementary
 - . 4 principals

ARTICLE XIV (continued)

- . 1 teacher selected by the CEA
 - . 1 Board member
 - . 1 curriculum director/superintendent
- D. The function of the Central Curriculum Committee will be to study the proposed changes as to how they will fit into the overall K-12 curriculum.
- E. Proposed revisions of the curriculum shall be made available in writing to all teachers involved. All teachers shall be afforded twenty (20) school days to submit recommendations to any curriculum committee.
- F. Upon the approval of the majority of the Central Curriculum Committee of the proposed change, the proposal would be presented to the Board of Education by members of the school staff where the proposed change originated.
- G. The Board of Education, after receiving a proposed curriculum change, shall take action upon their earliest opportunity but, in any event, within one month after the proposal has been presented.
- H. Recognizing the importance of a sound curriculum to the Chelsea school system, should the Board not agree with a proposed curriculum change, the Board will appoint three (3) members to meet with the professional building staff and representatives of the Central Curriculum Committee to discuss the differences.
- I. Teacher involvement on district or building curriculum committees shall be voluntary.

ARTICLE XV
STUDENT TEACHING ASSIGNMENTS

- A. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a Bachelor's degree who voluntarily accept the assignment.

- B. Supervisory teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

- C. The Board agrees to provide student teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this agreement to assist them during this assignment.

- D. Those eligible to be supervisory teachers shall have the right to decide whether they will accept a student teacher. In no event shall the Board or its agents assign a student teacher to a supervisory teacher prior to his/her consent.

- E. All compensation received by the Board or its agents for the student teacher program shall be paid directly to the supervisory teacher.

ARTICLE XVI
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. *Discipline - special students.* The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, but not later than the following morning, full particulars of the incident in writing. The procedure to be followed in excluding a pupil from class shall be established by the administrator and distributed to each teacher at the beginning of his/her employment.
- D. Procedure for suspension of students from school shall be made known by publication of student codes of conduct or student discipline codes at the high school and middle school. These publications shall be distributed to all students and teachers each year. Teachers shall review the contents of such

ARTICLE XVI (continued)

codes with their students at the direction of their principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.

- E. **Care of property and safety of pupils** - teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.
- F. **Assault** - any case of assault upon a teacher which had its inception in a school-centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.
- G. No disciplinary action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is judged serious enough by the appropriate administrator to be promptly reported in writing to the teacher concerned after investigation of the complaint. If, after discussing the matter with the teacher, and an Association representative upon request, a decision to add this to the teacher's personnel file is made by the administrator, a copy of said item shall be given to the teacher. The teacher shall have the right to file within one (1) week a written response that will also be placed in the teacher's personnel file attached to the principal's entry. At the request of the person making the complaint, the teacher, or the Administrator involved, and by mutual consent, a conference involving those people may be held prior to a decision being made whether to add the item to the teacher's personnel file.

ARTICLE XVI (continued)

- H. ***Loss of time, injury at school*** - any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a worker's compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Paragraph 'F' above, and the Board of Education determines that the teacher has acted within his/her rights, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault which occurred because the teacher was not acting within his/her rights, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board of Education if the situation warrants same.
- I. ***Worker's compensation*** - the Board shall provide worker's compensation insurance as provided by law.

ARTICLE XVII
PROFESSIONAL COMPENSATION

Section I.

- A. The basic salaries of teachers covered by this agreement are set forth in Appendix B-1, which is attached to and incorporated in this agreement. Such salary shall remain in effect during the designated periods.

- B. Teachers shall be given a maximum of ten (10) years credit on the Salary Schedule set forth in Appendix B-1 for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. No such person, gaining credit on the Salary Schedule set forth in Appendix B-1, shall be placed on a higher level than that of a teacher whose corresponding years of experience have been with the Chelsea School District.

- C. All compensation for services rendered to the district in regular teaching assignments and in extra-curricular assignments must be in accordance with the salary schedules as set forth in this agreement without deviation.

- D. All teaching staff may be required to substitute during non-teaching portions of their regular daily assignments in an emergency situation, or when a regular substitute or volunteer from the teaching staff is unavailable. If the Administration has requested such service from a number of teachers equal to at least one-half of those assigned to a planning period during that particular period, a teacher must show good cause to refuse such request. When serving as a substitute, the elementary teacher shall be compensated at the rate of \$3.75 per quarter (1/4) hour or fraction thereof. When serving as a substitute, the middle school or senior high school teacher shall be compensated at the rate of \$3.75 per 1/4 school period. Any portion of a 1/4 period shall be counted as an additional quarter period. The period rate shall be \$15.00.

ARTICLE XVII (continued)

- E. Driver education teachers are to be compensated at the hourly rate of \$15.50.
- F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty-five (25) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- G. Assignments to the driver education program should be made by May 15 of each year.

Section II

- A. All benefits hereunder are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.

The employee must notify the Board in writing of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Board for insurance coverage. Any failure to so notify the Board shall make the employee liable for any overpayment of premiums attributable thereto. The Board shall provide written verification to the employee that the insurance carrier has been notified. Where husband and wife are employed by the Board, the Board shall not be obligated to pay premiums which would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and dependent shall be at the option of the teacher involved.

Any premium cost in excess of the amount for which the Board is obligated or any overpayment of premiums shall be deducted from the salary of the teacher.

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ARTICLE XVII (continued)

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The employee must notify the Board in writing of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Board for insurance coverage. Any failure to so notify the Board shall make the employee liable for any overpayment of premiums attributable thereto. The Board shall provide written verification to the employee that the insurance carrier has been notified. Where husband and wife are employed by the Board, the Board shall not be obligated to pay premiums which would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and dependent shall be at the option of the teacher involved.

Any premium cost in excess of the amount for which the Board is obligated or any overpayment of premiums shall be deducted from the salary of the teacher.

ARTICLE XVII (continued)

Section IV - Extended-Time Pay

Extended-time pay for the summer months for teachers shall be computed at the rate of 10% of the individual teacher's basic salary for each additional full month of duty. Less than a full month shall be computed at a fractional part of 10%. Unpaid vacations for teachers on extended time shall be for a period of no less than two (2) weeks. The time of the unpaid vacation shall be mutually agreed to by the teacher and administration.

Section V - Pay Periods

Teachers may elect to receive their annual salary in 20 or 26 equal payments.

Section VI

The Board agrees to assume the teacher's contribution to the State of Michigan Employee Retirement System.

ARTICLE XVIII

EXTRA-CURRICULAR ASSIGNMENT AND COMPENSATION

- A. The parties recognize that extra-curricular activities create benefits and opportunities for students and add to the educational experience, and therefore shall continue to be encouraged.
- B. In calculating the extra-curricular pay, the index factors (Appendix B-2 and B-3) shown are to be applied to the B.A. basic salary schedule by multiplying the factors by the appropriate step as determined on the basis of all actual extra-curricular experience in that particular assignment, whether gained in Chelsea or other systems.
- C. Teachers shall notify the administration in writing by May 1 if they do or do not plan to hold the extra-curricular assignment the following year. No teacher shall be assigned extra-curricular duties without his/her consent.
- D. Extra-curricular assignments shall be issued by May 15 for the following year. A teacher in such assignment not notified in writing otherwise, shall continue in the assignment for the following year, provided the activities are continued and funded.
- E. No teacher shall be required to drive a school bus as part of his/her regular or extra-duty assignment.
- F. Athletic coaches in the Chelsea schools shall be paid for full coaching experience on the B.A. salary schedule. (Appendix B-3)
- G. This Article applies only to extra-curricular activities specified on Schedules B-2 and B-3.

ARTICLE XVIII (continued)

- H. Nothing contained in this agreement shall be construed to require the Board to continue or fund any extra-curricular program or prohibit the Board from discontinuing any extra-curricular program at any time.

- I. A teacher shall have no recourse to the procedures under the Tenure Act for any discharge or demotion in extra-curricular activities.

ARTICLE XIX
GRIEVANCE PROCEDURE

SECTION A: A grievance shall be an alleged violation of the terms of this contract or written Board policy which concerns teachers' wages, hours, and working conditions.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- (a) The termination of services of, or failure to re-employ, any probationary teacher. (See Article XIII)
- (b) The placing of a non-tenure teacher on a third year of probation.
- (c) The failure to re-employ any teacher to a position on the extra-curricular schedule by notice given prior to May 15 of the preceding school year (at any time during the first or second year in such position).
- (d) Any matter involving the contents of written teacher evaluations.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

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.

Section B: Grievance Procedure - The following procedure is the exclusive means for resolving grievances.

ARTICLE XIX (continued)

PROCEDURE: A teacher who feels there is a basis for grievance shall discuss it with his/her supervisor or principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve his/her representatives in additional discussions in order to effect an equitable solution. These discussions will emphasize dispute resolution utilizing an interest-based problem-solving process.

LEVEL ONE: In the event the matter is not resolved, the teacher may, within ten (10) school days of the alleged occurrence of the grievance, or within ten (10) school days of the date it should have been discovered, file a written grievance with the principal.

Within five (5) school days from receipt of the written grievance, the principal or supervisor shall render a decision in writing to the Grievant and the Association. The Association may file a grievance on its own behalf or on the behalf of the teachers.

LEVEL TWO: If the Grievant and/or the Association is not satisfied with the disposition at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the Grievant and/or the Association may appeal the grievance within five (5) additional school days by filing it with the Superintendent. Within three (3) school days from the receipt of the written grievance, the Superintendent or his/her designee shall meet with the Grievant and a representative of the Association to attempt to resolve the grievance. These discussions will emphasize dispute resolution utilizing an interest-based problem-solving process. The Superintendent or his/her designee shall render his/her decision within five (5) school days after such meeting.

LEVEL THREE: If the Grievant and/or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) school days of such meeting or eight (8) school days from the date of filing with the Superintendent, the Grievant, with the concurrence of the Association, may request a mediator to hear the grievance. The

ARTICLE XIX (continued)

cost of mediation will be borne equally by the parties. The parties will meet within ten (10) days to select a mediator and agree on dates for mediation. Mediators will be required to submit a written summary of the proceedings of mediation and identify agreements made by the parties involved in mediation. A copy of the mediator's written summary shall be furnished to the Grievant, the Association, and the Board of Education. Mediation proceedings, records, and recommendations may not be introduced, or referred to by any party, should the grievance proceed to arbitration or in any subsequent grievance or arbitration. If no agreement regarding the mediator or the mediation process can be reached within the ten (10) day period, the grievance will move to Level IV if requested by the Grievant within five (5) days.

LEVEL FOUR: If the Association is not satisfied with the results of the grievance at Level III, it may request the appointment of an arbitrator to hear the grievance. This request must be submitted to the Superintendent in writing within ten (10) days of the mediator's written summary. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall govern the hearing. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator, whose decision shall be binding upon both parties, who agree that a judgment thereon may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this agreement. He/She shall not hear any grievance previously barred from the scope of the grievance procedure.

Costs of arbitration shall be borne equally by the parties, except each party shall assume its own costs for representation and witness fees. The time limits provided

ARTICLE XIX (continued)

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 15 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.

If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he/she 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 XX

Inclusion

Inclusion students are those students identified by an Individualized Educational Planning Committee (IEPC) as being recommended for an inclusion program. By State definition, an inclusion student must be in general education for 50% of their school day, plus be identified as Autistically Impaired, Severely Multiply Impaired, Severely Mentally Impaired, or Trainable Mentally Impaired.

The 1993-94 special education rules require that prior to placement in an inclusion program, an IEPC is required. All involved staff members need to be present or represented at the IEPC. They must have input into the development of the instructional and behavioral goals set for the student and the supported strategies that will be employed to ensure success. The general education teacher and/or representative must be in attendance.

For the duration of this contract, the procedural safeguards for general and special education teachers that are included in the special education rules as of 1993-94, will be continued even if the safeguards are no longer required by State law.

Specific assurances include:

1. Attendance at an IEPC.
2. Empowerment in the decision-making process of that IEPC, such as:
 - a. Matching the skills of the IEPC participants with the needs of the students.
 - b. The ability of the IEPC to weigh the student's placement so as to positively impact the management and control of the classroom.
 - c. The ability to request additional IEPC;s at any time.
 - d. Special education mediation and due process hearing safeguards.

It is the intent of the Chelsea School District that for any inclusion student the following practices be continued:

1. Efforts will be made to make the placement voluntary among general education teachers.
2. A planning process that could take up to one semester be continued.

ARTICLE XX (continued)

3. All staff members will be offered appropriate training to implement the IEPC. This training would include the general education teacher, special education teacher or teacher consultant, as well as non-certified staff.

When an inclusion student comes from another district and the district is required by law to immediately provide an inclusion program, the following procedures will be followed:

1. When practical and appropriate, the general education teacher will be given the opportunity to visit the sending school district.
2. If this is not financially practical (student is coming from another state or is coming from a district more than 150 miles away), the teacher will be encouraged to call teachers and staff members from the sending district so that he/she will become familiar with the student's needs and programs.
3. The Chelsea School District will duplicate the inclusion supports that were in the previous district for 30 school days, or until an IEPC is convened.
4. Even though the time to plan is not possible when a student transfers to the Chelsea School District, every effort will be made to incorporate as many of the practices as possible listed above, such as (a) trying to find a teacher to volunteer for this inclusion program, (b) provide training necessary for staff to implement the program.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- A. 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.

- B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

- D. The parties agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

- E. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by act of God.

Scheduled student instruction days canceled during the school year because of conditions beyond the control of school authorities which necessitate the closing of schools and are not counted as student instruction days according to law for compliance with the requirement to hold one hundred eighty days of student instruction shall be rescheduled so as to provide the minimum number of days of instruction required by law (180) in the following manner: All canceled student instruction days shall be rescheduled as full student

ARTICLE XXI (continued)

instruction days on subsequent weekdays immediately following the last scheduled day of instruction in June, with the last day rescheduled being Records Day for staff.

Teachers are not required to report on these canceled student instruction days. Teachers shall work the rescheduled student instruction days without additional compensation to meet the requisite 180 student days of instruction for the school year. The school district will publicize to the community the importance and necessity of student attendance on the rescheduled day and should student attendance on the rescheduled day not be sufficient to count the day toward the 180 day requirement the school district will attempt to obtain a waiver of the day from makeup prior to attempting to reschedule another student attendance day.

In the event that during the life of this agreement, state law is repealed or modified to allow the school district to count as days of student instruction those days which are canceled because of conditions beyond the control of school authorities, or a portion of those days, the teachers shall be excused from reporting to duty without loss of pay on the canceled student instruction day(s) which are counted as days of student instruction, and such day(s) shall not be rescheduled.

- F. The Employer shall advise the Association of its involvement and participation in any consortium of school districts where students of the school district will be receiving instruction from teachers who are not in its employ. In such cases the Employer shall consult the Association and discuss the course offerings of the consortium which will be attended by students of the school district. Students will be counseled and advised by counselors and the teaching staff involved in the same or similar course offered by the school district about the comparative course content being offered by the consortium.

ARTICLE XXI (continued)

- G. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

GRADE REVIEW COMMITTEE

- H. The Association will select three members to be on a Grade Review Committee. One member will be elected from the elementary school, one from the middle school and one from the high school. An alternate will be selected by the Association in the event a committee member is involved directly with a grade-change appeal. Members of this committee will serve from October 1 to September 30.
- I. To assure smooth implementation of new school laws, the Chelsea School District and Chelsea Education Association will meet to discuss implementation.

A task force may be formed to develop plans that will address implementation of new laws as they affect the contract. Mutual-gains problem solving will be utilized in this process.

ARTICLE XXII
NEGOTIATION PROCEDURES

- A. Anytime after March 15, preceding the expiration date of the contract, either party may initiate negotiations for the purpose of entering into a successor agreement. The first meeting shall take place no later than thirty (30) days following such demand to begin negotiations.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Both parties agree to submit the final agreement for ratification of their appropriate governing bodies. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within three (3) days of ratification.

There shall be three (3) signed copies for purposes of record, one retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXIII
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1996. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

Deborah Boyer
WLEA President

Laura G. Wain
WLEA/CEA President

Susan M. Carter
Secretary

James K. Sullivan
Chairman, Negotiations

Janet J. Rossi
Negotiations Member

Sandra J. Hamilton
Negotiations Member

Joseph J. Beard
Negotiations Member

BOARD OF EDUCATION:

Jane L. Diering
President

Chris A. Hufsch
Vice-President

Pandra J. Morde
Secretary

Janet M. Rabert
Treasurer

Paul R. [unclear]
Trustee

David W. K. Wright
Trustee

John E. [unclear]
Trustee

Dated this 15th day of August, 1994

APPENDIX A-1
CHELSEA SCHOOL DISTRICT
1994-95 CALENDAR

August 29	First day for teachers
August 30	First day for students
September 2	In-service; no school for students
September 5	Labor Day - no school
October 14	In-service; no school for students
November 9-10	Each building will choose 2 of the following 3 parent-teacher conference times: Wed., Nov. 9, 3:00-7:00 PM; Thurs., Nov. 10, 12:00-3:00 PM; Nov. 10, 4:00-8:00 PM
November 10	1/2-Day for students
November 11	1/2-day for students and staff
November 24-25	Thanksgiving; no school
November 28	Classes resume
December 24-Jan. 8	Winter Break
January 9	Classes resume
January 17-18-19	Exams
January 19	1/2-day for students; grade-level meetings; first semester ends
January 20	Records Day; no school for students
January 23	Second semester begins
February 17-20	Presidents' Weekend; no school
February 21	Classes resume
March 9	Parent-teacher conferences 4-8 PM
March 10	1/2-day inservice (A.M.); no school for students
April 1-9	Spring Break
April 10	Classes resume
April 14	Good Friday; no school
April 17	Classes resume
May 29	Memorial Day; no school
May 30	Classes resume
June 9-12-13	Final exams
June 13	Last day for students
June 14	Records Day; last day for teachers

The calendar provides for 186 staff days (180 for students) with salary schedule based on 186 days.

Calendar provides two (2) half-days for elementary and secondary parent-teacher conferences and not less than the equivalent of one (1) full day per year per section at the kindergarten level for parent-teacher conferences. Elementary and secondary conferences shall fall on the same day.

APPENDIX A-2
CHELSEA SCHOOL DISTRICT
1995-96 CALENDAR

August 28	First day for teachers
August 29	First day for students
September 1	Inservice; no school for students
September 4	Labor Day - no school
October 13	In-service; no school for students
November 8-9	Each building will choose 2 of the following 3 parent-teacher conference times: Wed., Nov. 8, 3:00-7:00 PM; Thurs., Nov. 9, 12:00-3:00 PM; Nov. 9, 4:00-8:00 PM
November 9	1/2-Day for students
November 10	1/2-day for students and staff
November 23-24	Thanksgiving; no school
November 27	Classes resume
December 23-Jan. 7	Winter Break
January 8	Classes resume
January 16, 17, 18	Exams
January 18	1/2-day for students; grade-level meetings
January 19	Records Day; no school for students
January 22	Second semester begins
February 16-19	Presidents' Weekend; no school
February 20	Classes resume
March 7	Parent-teacher conferences, 4:00-8:00 P.M.
March 8	1/2-Day Inservice (A.M.); no school for students
March 30-April 7	Spring Break
April 8	Classes resume
May 27	Memorial Day; no school
May 28	Classes resume
June 7, 10, 11	Final Exams
June 11	Last day for students
June 12	Records Day; last day for teachers

The calendar provides for 187 staff days (181 for students) with salary schedule based on 187 days.

Calendar provides two (2) half-days for elementary and secondary parent-teacher conferences and not less than the equivalent of one (1) full day per year per section at the kindergarten level for parent-teacher conferences. Elementary and secondary conferences shall fall on the same day.

**APPENDIX A-3
CHELSEA SCHOOL DISTRICT
1996-97 CALENDAR**

August 26	First day for teachers
August 27	First day for students
August 30	Inservice; no school for students
September 2	Labor Day - no school
October 11	In-service; no school for students
November 6-7	Each building will choose 2 of the following 3 parent-teacher conference times: Wed., Nov. 6, 3:00-7:00 PM; Thurs., Nov. 7, 12:00-3:00 PM; Nov. 7, 4:00-8:00 PM
November 7	1/2-Day for students
November 8	1/2-day for students and staff
November 28-29	Thanksgiving; no school
December 2	Classes resume
December 21-Jan. 5	Winter Break
January 6	Classes resume
January 21, 22, 23	Exams
January 23	1/2-day for students; grade-level meetings
January 24	Records Day; no school for students
January 27	Second semester begins
February 14-17	Presidents' Weekend; no school
February 18	Classes resume
March 13	Parent-teacher conferences, 4:00-8:00 P.M.
March 14	1/2-Day Inservice (A.M.); no school for students
March 28-April 6	Spring Break
April 7	Classes resume
May 26	Memorial Day; no school
May 27	Classes resume
June 10, 11, 12	Final exams
June 12	Last day for students
June 13	Records Day; last day for teachers

The calendar provides for 188 staff days (182 for students) with salary schedule based on 188 days.

Calendar provides two (2) half-days for elementary and secondary parent-teacher conferences and not less than the equivalent of one (1) full day per year per section at the kindergarten level for parent-teacher conferences. Elementary and secondary conferences shall fall on the same day.

**APPENDIX B-1
CHELSEA SCHOOL DISTRICT
SALARY SCHEDULES
1994-95, 1995-96, 1996-97**

SALARY SCHEDULE - 1994-95			
Step	B.A.	M.A.	EdS/PhD
1	30,333	33,067	35,296
2	32,041	35,227	37,645
3	33,747	37,386	39,993
4	35,456	39,545	42,342
5	37,162	41,705	44,689
6	38,871	43,864	47,038
7	40,578	46,023	49,385
8	42,286	48,183	51,734
9	43,993	50,342	54,082
10	45,725	52,518	56,454

SALARY SCHEDULE - 1995-96			
Step	B.A.	M.A.	EdS/PhD
1	31,455	34,290	36,602
2	33,227	36,530	39,038
3	34,996	38,769	41,473
4	36,768	41,008	43,909
5	38,537	43,248	46,342
6	40,309	45,487	48,778
7	42,079	47,726	51,212
8	43,851	49,966	53,648
9	45,621	52,205	56,083
10	47,417	54,461	58,543

APPENDIX B-1 (continued)

SALARY SCHEDULE - 1996-97			
Step	B.A.	M.A.	EdS/PhD
1	32,619	35,559	37,956
2	34,456	37,882	40,482
3	36,291	40,203	43,008
4	38,128	42,525	45,534
5	39,963	44,848	48,057
6	41,800	47,170	50,583
7	43,636	49,492	53,107
8	45,473	51,815	55,633
9	47,309	54,137	58,158
10	49,171	56,476	60,709

1. For a teacher to be advanced on the salary schedules, he/she must have completed a full year of teaching in the Chelsea School District, and/or obtained those credit hours necessary to entitle him/her to placement on the MA or EdS salary schedule before October 15th of the school year in which the advancement is to be made.
2. A teacher's placement on the salary schedule as determined at the commencement of the school year shall not be subject to change during the school year regardless of when a given teacher completes course work or completes a year's experience. Further, a transcript of completed credits is required as evidence and must be presented to the Superintendent before a teacher is placed on the MA or EdS salary schedule.

Evidence of completed credits must be presented not later than September 15 of the year in which advancement on the salary schedule is sought. Effective July 1, 1986, anyone seeking placement on an advanced-degree schedule (MA or EdS/PhD) must have a degree granted from a college or university accredited by the applicable regional accrediting agency or through a degree program approved by the Board.

3. Individuals employed by the Chelsea School District on or before June 1, 1976, and who also had earned a B.A. +30 semester credit hours prior to that date shall be permanently placed on the MA salary schedule unless they earn the PhD or EdS, in which case they shall be placed on the higher salary schedule.

APPENDIX B-2

COMPENSATION FOR EXTRA DUTIES

Category I

Department Head, Middle School (4)	.03
Department Chairpersons, Senior High (4)	.03
Elementary Chairpersons (4)	.03
Director of Testing	.045
Senior Class Advisor	.02
Junior Class Advisor	.02
Prom Advisor	.03
Sophomore Class Advisor	.02
Freshman Class Advisor	.02
Student Council Advisor, High School	.04
National Honor Society	.02
Academic Extra-Curriculars, Beach School (divided among all programs)	.04
SADD	.01
Color Guard	.02
Outdoor Club	.01

Category II

Safety Patrol, North Elementary School	.01
Safety Patrol, South Elementary School	.01
Service Squad, North Elementary School	.01
Service Squad, South Elementary School	.01
Elementary Student Council, North	.01
Elementary Student Council, South	.01
Middle School Student Council	.02

Category III

Yearbook Advisor - Senior High	.06
Yearbook Advisor - Middle School	.03
Newspaper Advisor, Senior High	.03
Newspaper Advisor, Middle School	.03

APPENDIX B-2 (continued)

Category IV

High School Vocal Music Director	.03
Show Choir	.03
Elementary Music Director	.01
Strings/Chamber Strings	.07
Band Director (Marching Band, Pep Band, Jazz Band) High School	.09
Band Director - Middle School	.05

Category V

Musical	.055
Musical Orchestra Director	.02

Category VI

Debate Coach and Forensics	.04
M.S. Drama	.01

Category VII

Cheerleaders, Varsity	.04
Cheerleaders, Junior Varsity	.03
Cheerleaders, 8th	.02
7th	.02

Experience credit will be given for years supervising within each category. Categories III-VII will be given full credit when taking an assignment from categories I-II.

Persons currently (1993-1994) holding positions in this schedule shall continue to be paid their current percentage, if the percentage for that position is lowered in this contract, until they leave that position. If they return to such position after leaving, the new percentage rate will be paid.

APPENDIX B-3

ATHLETIC COACHES COMPENSATION

BOYS' ATHLETICS

Head Football	.13
Assistant Football	.0825
Head J.V. Football	.0825
J.V. Assistant Football	.065
Freshman Football	.0715
Middle School Head Football	.055
Middle School Assistant Football	.04
Head Basketball	.115
J.V. Basketball	.0825
Freshman Basketball	.0715
Middle School Basketball, 8th	.055
Middle School Basketball, 7th	.055
Head Swimming	.095
Assistant Swimming	.066
Head Wrestling	.095
Assistant Wrestling	.066
Middle School Wrestling	.055
Head Baseball	.095
J.V. Baseball	.066
Freshman Baseball	.0572
Head Track	.095
Assistant Track	.066
Middle School Track	.055
Assistant Middle School Track	.04
Golf	.066
Cross Country	.0715
Tennis	.066

APPENDIX B-3 (continued)

GIRLS' ATHLETICS

Head Basketball	.115
J.V. Basketball	.0825
Freshman Basketball	.0715
Middle School Basketball, 8th	.055
Middle School Basketball, 7th	.055
Softball	.095
J.V. Softball	.066
Freshman Softball	.0572
Head Track	.095
Assistant Track	.066
Middle School Track	.055
Assistant Middle School Track	.04
Head Swimming	.095
Assistant Swimming	.066
Volleyball	.095
J.V. Volleyball	.066
Freshman Volleyball	.0572
Middle School Volleyball, 8th	.055
Middle School Volleyball, 7th	.055
Cross Country	.0715
Tennis	.066
Co-ed Middle School Swimming	.055
Golf	.066

If any coach should handle two teams during the same season, the compensation for this duty shall be 1.5 times the designated percentage for a single team.

Persons currently (1993-1994) holding positions in this schedule shall continue to be paid their current percentage, if the percentage for that position is lowered in this contract, until they leave that position. If they return to such position after leaving, the new percentage rate will be paid.

APPENDIX C-1

GRIEVANCE REPORT FORM

Grievance Number: <i>(Submit Quadruplicate)</i>	Chelsea School District Grievance Report	Distribution of Form: 1. Superintendent 2. Principal 3. Association 4. Teacher	
Building:	Assignment:	Name of Grievant:	Date Filed:

LEVEL I

Grievant: List the nature of the grievance, all the articles of the Master Agreement that may have been violated, and the remedy requested by the grievant:

A. Date received by Principal or his/her designee: _____

B. Disposition by Principal or his/her designee: _____

Signature: _____ Date: _____

LEVEL II

A. Date received by Superintendent or designee: _____

B. Disposition by Superintendent or designee: _____

Signature: _____ Date: _____

APPENDIX C-1 (continued)

C. Position of grievant and/or Association:

Signature: _____ Date: _____

LEVEL III

A. Date received by the mediator: _____

B. Mediator's summary: _____

Signature: _____ Date: _____

C. Position of the Association:

Signature: _____ Date: _____

Level IV

A. Date submitted to arbitration: _____

B. Disposition and award of arbitrator:

Signature of Arbitrator: _____

Date: _____

APPENDIX D-1
Chelsea School District
Teacher Performance Criteria

Classroom Observation

Summative Evaluation

Teacher:
Date:
Assignment:
School:

The purpose of teacher evaluation is to improve the quality of instruction and to assist teachers to meet their potential. If any area is circled *Needs Improvement or Unacceptable*, additional comments should be included to indicate specific skills that need to be improved. If a teacher desires, she/he may include comments about this evaluation on an attached sheet. *NA = Not Applicable*

A. Teaching Techniques

1. Demonstrates planning skills

Acceptable Needs Improvement Unacceptable NA

- a. Selects a variety of teaching methods and procedures
- b. Includes relevant student activities
- c. Plans appropriate time allotments

2. Selects lessons which coincide with the district's curriculum

Acceptable Needs Improvement Unacceptable NA

3. Displays knowledge of subject content

Acceptable Needs Improvement Unacceptable NA

- a. Presents accurate information
- b. Explains specific topics or activities in context with subject matter

4. Demonstrates skill in communicating subject matter to students

Acceptable Needs Improvement Unacceptable NA

- a. Speaks clearly
- b. Communicates ideas logically
- c. Uses appropriate examples and illustrations

5. Gives clear, explicit directions to students

Acceptable Needs Improvement Unacceptable NA

6. Seeks feedback from learners to make certain students understand the instruction being presented

Acceptable Needs Improvement Unacceptable NA

- a. Questions the students and provides comments to clarify the lesson
- b. Elicits and responds to student questions

7. Provides opportunities for individual differences

Acceptable Needs Improvement Unacceptable NA

- a. Paces learning according to students' progress
- b. Presents subject matter which is appropriate for abilities of the students
- c. Makes use of specialized services as needed

8. Prepares appropriate evaluation activities

Acceptable Needs Improvement Unacceptable NA

- a. Monitors student progress using clear and purposeful evaluation methods
- b. Prepares evaluations which reflect course content

9. Shows evidence of executing a teaching plan

Acceptable Needs Improvement Unacceptable NA

B. Organized, Structured Class Management

10. Keeps students actively involved in lessons

Acceptable Needs Improvement Unacceptable NA

- a. Begins class work promptly
- b. Directs students to use learning time effectively
- c. Minimizes transition time
- d. Organizes students according to instructional needs

11. Makes effective use of materials and resources

Acceptable Needs Improvement Unacceptable NA

- a. Includes supplementary resources when appropriate
- b. Blends materials and resources into a lesson

12. Maintains standards for student behavior

Acceptable Needs Improvement Unacceptable NA

- a. Manages discipline problems constructively according to building rules and School Board policies
- b. Establishes and clearly communicates guidelines for student classroom behavior
- c. Demonstrates fairness and consistency in the handling of behavior problems

C. Positive Interpersonal Relations

13. Shows respect for the basic worth and dignity of the individual student

Acceptable Needs Improvement Unacceptable NA

14. Promotes positive self-concepts in students

Acceptable Needs Improvement Unacceptable NA

- a. Provides opportunities for student to gain recognition for achievement
- b. Promotes student self-control
- c. Reinforces positive self-image

15. Establishes effective relationships with students

Acceptable Needs Improvement Unacceptable NA

- a. Develops productive relationships with students individually and in groups
- b. Gives constructive criticism and praise when appropriate
- c. Communicates with students accurately and with understanding
- d. Is aware of special health, physical, and educational needs of students as provided by the district

16. Promotes student responsibility

Acceptable Needs Improvement Unacceptable NA

- a. Helps students develop self-discipline
- b. Helps students develop learning skills and efficient work habits

D. Professional Responsibilities

17. Shows evidence of personal organization

Acceptable Needs Improvement Unacceptable NA

18. Keeps instructional practices and classroom curriculum current

Acceptable Needs Improvement Unacceptable NA

Additional Comments:

Based upon this evaluation, the Evaluator finds the performance of the teacher to be:

Acceptable

Unacceptable

Evaluator

Date

I have reviewed this summary evaluation form and discussed the contents with my evaluator. I have been informed of my performance evaluation and have been given the opportunity to make comments. My signature does not necessarily imply agreement with the appraisal or the contents.

Teacher

Date

APPENDIX D-2

**CHELSEA SCHOOL DISTRICT
PROFESSIONAL GOALS**

Each teacher who is required to or chooses to, is asked to identify, in writing, at least one goal to be submitted to his/her immediate supervisor by September 20. Administrators will be available to discuss these goals if requested.

NAME: _____

BUILDING: _____

GOAL(S):

PLAN FOR ACHIEVING THE GOAL:

RESOURCES:

Support to be given by administration to assist employee's professional goals.

If you would prefer to discuss this with your building administrator, please indicate by checking below.

Fall	Spring
Signature of Teacher:	Signature of Teacher:
Signature of Administrator:	Signature of Administrator:
Date:	Date:

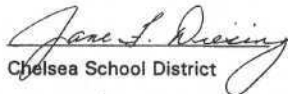
_____ YES, I wish to discuss this with my building administrator

**MEMORANDUM OF UNDERSTANDING
AT RISK/SPECIAL-NEEDS STUDENTS**

The parties agree that addressing the needs of an increasing number of at-risk/special-needs students can be difficult for the teaching staff.

In connection with this, there will be one inservice in the 1994-1995 school year that addresses one topic/problem concerning this group of students.

This agreement is entered into this 15th day of August, 1994, by and between the undersigned parties.


Chelsea School District


Chelsea Education Association

**MEMORANDUM OF UNDERSTANDING
PLANNING TIME/ZERO HOUR**

The parties agree that faculty planning time and time to work with students other than classroom time helps to provide quality education. In connection with this:

1. Faculty and school committees will be evaluated and, whenever possible, teacher time will be maximized for planning and instruction.
2. A task force will be established to investigate and develop plans for effective program implementation and productive teacher planning time at the elementary level. This task force will consider the following items:
 - A. Adequate time for quality programming
 - B. Effective and productive planning time
 - C. Plans for keeping programs running to the end of the year
 - D. Potential impact on other programs and schools

The task force will consist of teachers, special program teachers, and administrators from both elementary schools. The work of this committee should be completed by May 1, 1995. A written report submitted to the Chelsea Education Association and to the Chelsea Board of Education.

This agreement is entered into this 15th day of August, 1994, by and between the undersigned parties.


Chelsea School District


Chelsea Education Association

**MEMORANDUM OF UNDERSTANDING
HOURS OF PUPIL INSTRUCTION**

The parties agree that in order to meet the State requirement of 990 hours of instruction in 1995-1996, the elementary schools will need to add instructional time to each day.

1. Starting in 1995-1996 School Year
Ten (10) minutes will be added by starting school five (5) minutes earlier and shortening the lunch period by five (5) minutes.

2. Starting in 1995-1996 School Year
Half-day kindergarten classes will need to be at least two (2) hours and forty-five (45) minutes in length.

This agreement is entered into this 15th day of August, 1994, by and between the undersigned parties.


Chelsea School District

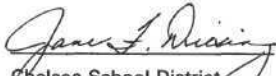

Chelsea Education Association

**MEMORANDUM OF UNDERSTANDING
FACULTY EVALUATION AND PROFESSIONAL GOALS**

The parties agree to meet and evaluate the changes in the evaluation forms and process. The Chelsea School District and the Chelsea Education Association will establish a task force to start work in June, 1995. The task force will submit a written report of their findings and recommendations by May, 1996. The task force will consist of the following members:

- . Two (2) people from the 1994 bargaining team (1 CEA; 1 CSD)
- . Four (4) teachers - one from each school
- . One (1) - Superintendent of Schools
- . One (1) - CEA grievance chair
- . Two (2) - principals/evaluators

This agreement is entered into this 15th day of August, 1994, by and between the undersigned parties.



Chelsea School District


Chelsea Education Association

**MEMORANDUM OF UNDERSTANDING
SEXUAL HARASSMENT POLICY DEVELOPMENT**

The parties agree that as the Board of Education develops the policy on sexual harassment, staff, administration, and student input will be included. The Chelsea Education Association will be able to discuss any concerns with the Board of Education before the policy is approved.

This agreement is entered into this 15th day of August, 1994, by and between the undersigned parties.


Chelsea School District


Chelsea Education Association

**MEMORANDUM OF UNDERSTANDING
MUTUAL GAINS PROBLEM SOLVING**

This Master Agreement was negotiated using the system of mutual-gains bargaining. The Chelsea School District and Chelsea Education Association are committed to use this framework for future problem solving. This contract refers to conflict resolution emphasizing an interest-based problem-solving process. This process includes:

1. Identifying issues
2. Focusing on interests, not positions or personalities
3. Listening and questioning to understand
4. Creating and evaluating options and solutions to satisfy both mutual and separate interests
5. Implementing options that consider the interests of students, employees, and the Chelsea School District.

This agreement is entered into this 15th day of August, 1994, by and between the undersigned parties.


Chelsea School District


Chelsea Education Association

**MEMORANDUM OF UNDERSTANDING
FRINGE BENEFIT COSTS EVALUATION COMMITTEE**

The Parties agree to form a committee to study fringe benefits costs in the years 1995 and 1996. If any reductions in costs for the same or improved insurance benefits for members of the CEA may be found by this committee, any such savings shall accrue to the Board if the CEA, by a vote of its membership, agrees to any such changes in, or carriers of, the fringe benefits package contained in this contract. The committee shall consist of the Superintendent or his designee and the President of the CEA or his designee.

Reports by this committee shall be issued by May 1, 1995, and May 1, 1996, or as soon after those dates that insurance cost information shall allow.

No interpretation of this memorandum may construe it to be an agreement to re-open any section of this contract for any bargaining purpose.

This agreement is entered into this 15th day of August, 1994, by and between the undersigned parties.


Chelsea School District


Chelsea Education Association

