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

1.2 Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representatives for all certified and non-certified (as permitted by the school code of the State of Michigan) teaching personnel whether under written contract, on leave, or on a per diem, hourly or class rate basis employed by the Ellsworth Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, principals and assistant principals and any other person engaged at least 50% of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.

1.3 Witnesseth

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

1.4 Extent of Agreement

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 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 the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

1.5 Duration of Agreement

- A. This agreement shall be effective as of August 1 2010, and shall continue in effect until the 31st day of August 2011. Negotiations between the parties shall begin 60 days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of this agreement titled "Master Agreement between the Ellsworth Community School District and the Northern Michigan Education Association, MEA, NEA" shall be printed at the expense of the Board within 30 days after the agreement is signed and presented to all teachers now employed or hereafter

employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all teachers within 30 days of the commencement of this contract or upon employment. Upon employment, teachers shall be given a copy of the form authorizing check-off for association dues and service fees within 30 days of said employment.

1.6 Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.
- B. The Board and Association also agrees that it will not during this period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

1.7 Association Dues or Fees and Payroll Deductions

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments, and Contributions as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- C. This article shall be effective retroactively to the date of the agreement, and all sums payable hereunder shall be determined from said date.

1.8 Financial Responsibilities

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association an amount not to exceed the dues uniformly required to be paid by members of the E.E.A., N.M.E.A., M.E.A., AND N.E.A. to the extent provided by law; provided, however, that the teacher may authorize payroll deduction for each fee in the same manner as provided in the preceding article. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall at the request of the Association, deduct the appropriate fees from the teacher and remit same to the association except as provided in (E), below.
- B. The procedure in all cases for violation of this article shall be as follows:
 - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for mandatory deduction may be filled with the Board in the event compliance is not affected.
- C. Indemnification - In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article 1.8 (agency shop provision) of this agreement, the Association

agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association; and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from liability for damages and costs imposed by a final judgment of a court of administrative jurisdiction as a direct consequence of the Board's compliance with the Article 1.8, but this does not include any liability for unemployment compensation.
- E. Any teacher who has appealed the amount of non-member service fee shall have his/her fee deducted, but held in escrow during the pendency of the appeal. At the conclusion of the appeal process, the fee shall be adjusted, returned to the teacher or disbursed to the association as determined by the appropriate authority. The escrow account shall be set up by the association.

1.9 Calendar

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

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

1.10 School Closing Provisions

- A. Both Parties recognize that school districts of the state are required by law to meet minimum standards for pupil instruction.
- B. Therefore scheduled days of student instruction and/or teacher attendance that are cancelled because of conditions not within the control of school authorities, such as but not limited to, severe storms, fires, epidemics, mechanical failures, or health conditions as defined by health authorities shall be re-scheduled.
- C. Make up days shall be rescheduled at the end of the regular school year on consecutive weekdays unless otherwise agreed to. When possible the last two days of the extended school year shall be one-half day student attendance days and one-half day teacher work days. When make-up days extend the school year the teacher workday will not be rescheduled.
- D. Rescheduled days will not require an adjustment in compensation or benefits.

1.11 Grievance Procedure

- A. A claim by a teacher of the bargaining unit or by the Ellsworth Education Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided. Written grievances as required herein shall contain the following:
 1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged

grievance, with his/her building principal within ten (10) school days of the occurrence or the teacher's knowledge of the occurrence of the alleged cause of the grievance either personally or accompanied by his/her Association representative.

- C. If, as a result of the informal discussion with the building principal, a grievance still exists, grievant may invoke the formal grievance procedure by filing the grievance in writing with the principal, within five school days, on a form set forth, signed by the grievant and a representative of the Ellsworth Education Association. The form shall be available from the Association representative in each building. Principal parties to the grievance shall be present at all subsequent meetings.
- D. Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant, either personally or accompanied by his/her Association representative, in an effort to resolve the grievance. The principal shall indicate his disposition of grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting the grievance shall be transmitted to the superintendent within five (5) school days of such disposition or termination of the waiting period. Within five (5) school days of receipt of the grievance the superintendent or his designee shall meet with the grievant, either personally or accompanied by his/her Association representative. The superintendent shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant.
- F. If the grievant is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting the grievance shall be transmitted to the Board within five (5) school days of such disposition or termination of the waiting period by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) days thereafter. A copy of such disposition shall be furnished to the grievant.
- G. If the grievant and the Association are not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Association may submit the grievance, within twenty (20) school days thereafter, to arbitration before an impartial arbitrator.
- H. If parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The arbitrator selected shall be required to begin the hearing within ninety (90) days after his or her selection. The hearing is to be held in a suitable location, either in Charlevoix or Antrim Counties and the arbitrator must render his decision within thirty (30) days of the close of the hearing. The Board and The Association shall not be permitted to assert in such arbitration proceeding on any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- I. The Costs of arbitration to be borne equally by the parties.
- J. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

1.12 Negotiations Procedure

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

desired. Negotiations shall begin no later than thirty days after receipt of notifications.

- B. In the event that court-ordered negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating committee.
- C. There shall be three (3) signed copies of any final agreement. One copy shall be retained by the Board, one by the Association and one by the superintendent.

SECTION II - EMPLOYMENT RELATIONSHIPS

2.1 Vacancies, Promotions, and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to different class, building, or position shall be made in writing on forms furnished by the Board, one copy of which shall be filed with the superintendent, and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such request shall be reviewed once each year to assure active consideration by the Board.
- B. Involuntary transfers are to be minimized. Therefore involuntary transfers shall only be effected for just and reasonable cause. When such involuntary transfers of tenured teachers are effected, said transfers shall be according to seniority -- i.e., that teacher possessing the least amount of seniority and with applicable certification to be transferred first. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.

A "certified and qualified" teacher means a teacher whom the State has determined is certified and qualified to perform the duties of the position to be filled. A teacher shall be presumed to be a "certified teacher" if the teacher:

1. Is "certified" to teach all of the subjects of the position to be filled.

"Certified" shall be defined as the requirement to hold all certificates, endorsements, and approvals required by law and/or the Michigan Department of Education administrative regulations to service in the position assigned. It is the teacher's responsibility to file such certificates, endorsements, or approvals with the Board. The certification status of a teacher on file with the board shall be considered conclusive for all purposes under this contract.

The teacher shall provide written notice to the Board of any change to his/her certificates, endorsements, or approvals after the original filing of same with the Board. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and the Association, in writing, in the event that s/he petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

2. Is "qualified" to teach all of the subjects of the position to be filled. "Qualified" shall mean that the teacher:

Meets all standards for a highly qualified teacher under the No Child Left Behind Act of 2001, as amended and its implementing regulations as provided and appropriate under Article 3.10 of this contract.

- C. A vacancy shall be defined for purposes of this contract as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.
- D. The Board declares its support of a practice of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association and post notice of same on bulletin board in each school building for no less than ten (10) working days before the position is filled, and direct a copy of same by registered mail to each laid off teacher. Vacancies shall be filled on the basis of experience,

competency and qualifications of the applicant, length of service in the district, and other relevant factors as determined by the board. An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be substantially superior as determined by the Board.

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

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

2.2 Association Rights

- A. Upon written notification of the administration, the Association shall have the right to use school buildings between the hours of 7:00 A.M. to 10:00 P.M., (Mon.- Sat.), for meetings, provided that when special custodial service is required, the Board may make customary hourly charge therefore. No charge shall be made for use of schoolrooms before the commencement neither of the school day nor until 6:00 P.M.
- B. Duly authorized members of the Association shall be permitted to transact official Association business on school property at the above times, provided that this shall not interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at the above times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.
- D. The Association shall have the right to post notices of lawful activities and matters of Association concern on the Teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the interschool mail service and teacher mail boxes for communication to teachers.
- E. The Board agrees to furnish the Association, in response to written request, all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, (including county allocation board budgets), agendas, minutes of all Board Meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association.
- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

2.3 Teacher Evaluation

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

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

- B. Probationary teachers shall be observed for the purpose of an annual year end performance evaluation at least two (2) times during each probationary year. These observations shall occur at least one (1) month following a teacher's commencement of service, and at least ninety (90) days prior to the end of the probationary year. Time intervals between observations will be at least 60 days apart unless a shorter time is mutually agreed upon between the teacher and the administrator. Additionally, by November 15, each probationary teacher employed at least one full school year will be provided with an Individualized Development Plan (IDP) which will be developed by an administrator in consultation with the teacher. Performance evaluations subsequent to the adoption of the IDP shall include an assessment of the teacher's progress in meeting the goals of the IDP. The absence of such an assessment shall be interpreted as indicating that the teacher has made satisfactory progress in meeting the goals of the IDP.
- C. Tenure teachers shall receive a performance evaluation at least once every two (2) years. Performance evaluations shall be based upon, but not limited to, at least two (2) classroom observations conducted during the evaluation period. Time intervals between observations will be scheduled at least thirty (30) days apart unless a shorter time is mutually agreed upon between the teacher and the administrator. The administrator may perform a performance evaluation more often if warranted, or if requested by the teacher.
1. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an IDP developed by an administrator in consultation with the individual teacher.
 2. Performance evaluations subsequent to the adoption of the IDP shall include an assessment of the teacher's progress in meeting the goals of the IDP. The absence of such an assessment shall be interpreted as indicating that the teacher has made satisfactory progress in meeting the goals of the IDP.
- D. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the final observation. If the teacher disagrees with the evaluation, he may submit a written answer, which shall be attached to the file copy of the evaluation in question and/or is entitled to a hearing before the Board.
- E. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for purpose of clarifying the written evaluation report, offering suggestions for improvement.
- F. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in terms as shall an identification of the ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a deficiency shall be interpreted to mean that adequate improvement has taken place.
- G. A pre-evaluation conference shall be held between the evaluator and teacher so that the evaluator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated. In the place of the pre-evaluation conference, daily lesson plans may be substituted.
- H. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he will be evaluated. A copy of the probationary teacher and tenure teacher evaluation form will be included in the Appendix to the Master Agreement. The Board and the Association will jointly decide upon the criteria for evaluation.
- I. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide for a hearing where requested.
- J. The activities and professional responsibilities of teachers shall be monitored and evaluated only through direct personal observation. Electronic means or other methods of monitoring shall not be used without the knowledge and consent of the teacher and the association.

2.4 Personnel Files and Records

- A. A teacher will have the right to review, in the presence of an administrator, the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- B. No material, including but not limited to, student, parental, or school personnel complaints, originating after initial employment, will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Any such material, which is found to be inappropriate or in error, shall be promptly corrected or expunged, whichever is appropriate, provided cause is shown. Complaints against the teacher shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. Any such negative material shall be expunged from the file after two (2) years following its inclusion in the file if similar incidents have not occurred during such time. It is understood that formal records regarding disciplinary action (written reprimands, etc.) shall only be expunged by mutual consent. The teacher may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.
- C. In the event that a Freedom of Information Act (FOIA) request is made for a teacher's personnel file or for individual records, the district will immediately inform the teacher of said request. The district will take the maximum time allowed under the law to respond to such request to allow the teacher the time to access his/her rights under the law.

2.5 Reduction in Personnel, Seniority, & Recall

- A. Seniority shall be defined as the length of service within the Ellsworth School District as a member of the bargaining unit as of the bargaining unit member's effective date of employment. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
- B. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause, or leaves the bargaining unit.
- C. Seniority and not replacement on the salary schedule shall accrue for teachers on various forms of leave as determined by this agreement.
- D. In the event of the need to lay off due to a decreased student enrollment or shortage of revenue, the Board will not lay off teachers within the bargaining unit with valid contracts during the school year. However, in the event that the parties mutually agree that lay-offs become necessary during the 2010-2011 school year, layoffs may be effectuated at the close of the first semester break. Otherwise, reduction will be effectuated at the start of the following new school year and the order of such reduction will be as follows:
 - 1. First year probationary teachers shall be laid off first by using the following order:
 - a. certification
 - b. seniority

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

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

- E. If for any reason the Board anticipates a reduction of staff for the following year, it shall, prior to taking formal action, consult with the Education Association to receive recommendation regarding priorities and procedures to be followed.
- F. In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers in given subject area, field, or program or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not be contrary to section E. The Board shall give sixty (60) calendar days notice of layoff previous to the ending of the school year to the individual involved.
- G. Changes in a teacher's certification while on layoff shall not affect the teacher's status during the layoff period. Since layoffs are not to be effectuated until the fall, all teachers subject to layoff for the following year shall not lose their fringe benefits or salary over the summer months afforded them under this agreement and individual or supplemental employment contracts.
- H. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified for the vacancy. No new teacher shall be employed by the Board while there are teachers of the bargaining unit who are laid off, unless there are no laid off teachers with proper certification to fill any vacancy which may arise.
- I. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.
- J. In the event this district shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the Board will use its best efforts to assure the continued employment of the members of the Association.

2.6 Discipline of Teachers

- A. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or the attention of the Board as long as the conduct of the individual teacher is within reasonable bounds of generally understood good professional conduct.
- B. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming basis for disciplinary action will be made available to the teacher and the association.
- D. The Board and Association believe in a system of corrective and progressive discipline. Therefore, except in extreme situations, as determined by the Board and subject to the grievance procedure, requiring immediate action beyond such policy, the following steps shall be used for discipline under this section:
 - 1) Verbal warning
 - 2) Written reprimand
 - 3) Suspension with pay
 - 4) Up to three (3) day suspension without pay
 - 5) Over three (3) day suspension without pay
 - 6) Termination of employment

2.7 Rights of the Board

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this agreement, all the rights, powers, and authority the Board had prior to this agreement are retained by the Board, provided that such rights shall be exercised in conformity with the provisions of this agreement.

It is expressly agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

Manage and control the schools business, the equipment, the operations and to direct the working forces and affairs of the employer.

Continue its rights and past practice of assignment and direction of work of all of its personnel.

Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

Adopt reasonable rules and regulations.

To hire all employees, to determine their qualifications, and conditions of continued employment as covered under this master agreement.

Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.

2.8 Teacher Rights

- A. Complaints directed against a teacher by any individual must be brought to the teacher's attention by the school administrator within five (5) working days or be dropped.
- B. The Board recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.
- C. The Association and its members shall have the right to use the building facilities at all reasonable hours for business meetings. Association meetings shall be scheduled with the superintendent at least one week in advance; however, said meetings may be scheduled for the duration of one semester at a time. Further, the parties agree that Association meetings shall not commence until, at least, fifteen (15) minutes after the students are scheduled to depart, provided that, if a bargaining unit member is requested to meet with a parent, student, or administrator during such meeting, he/she shall be obligated to fulfill such obligation.

SECTION III - TEACHING CONDITIONS

3.1 Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student

is encouraged.

- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

3.2 Student Discipline and Teacher Protection

- A. Any case of assault, which is school related upon a teacher, shall be promptly reported to the Board or its designated representative. The time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- B. In accordance with current State Law, staff members shall be allowed to use such physical force as is necessary and consistent with such law and Board policy to:
 - 1) Protect themselves or others from attack, or injury;
 - 2) Remove a dangerous weapon or object from another;
 - 3) Protect property from physical damage;
 - 4) Remove a disruptive student from the classroom when an administrator is not available.

3.3 Hours and Conditions

- A. Teachers are to attend all school assemblies to help maintain student order.
- B. All teachers are required to attend faculty meetings.
- C. In addition to teaching, each teacher shall be responsible for a portion of the miscellaneous services and activities of the school such as are a part of the normal school operation or are a part of the teachers program of instruction as developed by him/her. Preparation of programs, exhibitions of work and parent-teacher conferences and other major departures from the established calendar shall only be established by mutual agreement. Semester and final exam schedules for the secondary high classes shall be established each year after consultation between the administration and Association.
- D. All high school and junior high school teachers will have at least one unassigned preparation period per day. All elementary teachers will have, averaged on a weekly basis, one unassigned preparation time equal to one high school class period per day. Should special classes be canceled because of circumstances such as absence of teacher(s) of such class(es), elementary teachers required to take students during such time and losing preparation time as a result shall be compensated on the same basis as any other teachers substituting during their preparation period(s) as outlined in section VI (D). All teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to student lunch hour unless there is an emergency. Elementary teachers will have duty-free recess periods, such time to be used for preparation.
- E. The teacher's prep period is for the preparation to conduct tasks related to their specific teaching assignment. Teachers are expected to be in the building or on the grounds during this time, unless given permission to leave by the administration.
- F. (1) The workday for teachers will be from 8:00 a.m. until ten (10) minutes after the buses leave, except on Friday or days preceding vacations when the workday shall be until five (5) minutes after the buses leave. On days when students are dismissed early, except on contractual in-service or professional development days, the teacher workday will end at 2:45 p.m. provided the teacher is fully prepared for their assignment the next working day. The parties to this agreement shall meet at least thirty (30) days prior to the end of each school year to determine necessary action to be taken to comply with the state requirement regarding

clock hours of instructional time if such action would be outside the Board's authority under Section 2.7 B (4). The parties agree that the District shall comply with such requirements. Only such additional time as required by law shall be so structured by the parties. Should this require additional time to be added to the teacher's existing work day, such time will be compensated at the rate of .1% per hour payable at the last scheduled pay of the school year for a mid-year correction, and by applying the appropriate total amount to each step of the salary schedule for use as the final salary schedule for that contract year and for calculation of the schedule for the next contract year.

(2) If the lunch hour is shortened, the ending time of the day will be shortened the same amount of time unless the parties agree to shorten it as provided herein, above.

- G. The Board recognizes that appropriate texts, and workbooks, library reference facilities, maps and globes, laboratory equipment, current periodicals, software, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A committee composed of representatives of the board, administrators, parents, students and teachers will confer from time to time to review the selection, use, and replacement of educational tools. The committee will then forward a report of its recommendations to the Superintendent and Board for consideration. When new classes are being considered for institution, such classes shall only be offered once appropriate books and other necessary materials for the class have been provided through the process outlined herein, above unless by mutual agreement between the teacher and the administration other arrangements are made for appropriate materials.
- H. To promote an efficient process for estimating needs and ordering supplies, classroom budget balances will be provided by June 1 when practical. Room budget balances for the second semester will be provided upon request for individual teachers. Tentative fall class lists will be provided by June 1 and tentative spring class lists by January 1 when practical. Teachers will be informed of changes in the tentative fall and spring class lists as they occur to assist in the practical issues of ordering adequate materials.
- I. Wednesday detention or detention duty during school hours, including noon hour detention, shall be assigned by rotation using the noon hour duty rotation. Teachers serving as detention supervisors during this time shall be paid at one-half (1/2) the then-current substitute rate for each hour served or shall have the option of working one week of duty for one-half (1/2) day of compensatory time to be taken at the teacher's discretion.
- J. Staff meetings shall be pre-scheduled and posted in the teacher's workroom for each semester by the end of the first week of the semester. Rescheduling of such meetings shall be by mutual consent. All staff meetings shall begin at three o'clock unless mutually agreed otherwise. The parties understand that unusual or emergency conditions may occur that would require that a particular staff meeting would need to be held outside of either the posting or timeframe specified herein. In such limited instances, the superintendent or his/her designee may schedule such meetings by informing the association president of the circumstances requiring the change(s).
- K. A teacher work/lunch/prep room (inclusive of bathroom facilities) shall be provided in each building which shall be for the exclusive use of the teaching staff and other staff. This room shall not normally be used for purposes that would make it unavailable for teaching staff use. A telephone shall be made available for teaching staff use with appropriate limitations on personal calls.
- L. Teachers will teach in their major and minor fields as nearly as possible. Teachers shall receive tentative notification of their assignment for the next school year by June 1.
- M. The administration and the Board will give all reasonable support and assistance to teachers with respect to the maintenance of student control and discipline, recognizing however, that student discipline is a basic teaching responsibility.
- N. Under normal conditions no teacher shall have more than five preparations per day. In the event administration requests a teacher and the teacher accepts the assignment to teach a sixth class for which a special preparation is necessary and for which students earn credit, such teacher shall be compensated at the rate of 2.0% of their regular base salary per semester for preparation required for such a class. Should there not be qualified teachers willing to take such assignment, the administration may assign, on the basis of lowest seniority, within the secondary, (7-12), staff, a qualified teacher to teach the sixth, (6th), preparation as defined and compensated above.

- O. To promote an efficient process for estimating needs and ordering supplies, classroom budget balances will be provided by June 1 when practical. Room budget balances for the second semester will be provided upon request for individual teachers. Tentative fall class lists will be provided by June 1 and tentative spring class lists by January 1 when practical.
- P. Saturday detention duty shall be considered an “extra curricular duty” on Appendix C. Teachers shall apply for vacant positions as “Detention Supervisory Teacher” by signing up on a master list in the high school office for open dates at the beginning of each semester on a first come, first served basis. Saturday detention shall be for a two hour (2 hr.) time block from 8 a.m. until 10 a.m. unless otherwise mutually agreed by the teacher(s) and administration to move the two hour time block. Detention supervisory teachers shall not be assigned more than ten (10) students each per detention. Normal school rules shall apply to student serving detention and detention supervisory teachers shall be authorized to discipline misbehaving students according to school policy during detention in the absence of an administrator.
- Q. Wednesday detention or detention duty during school hours shall be assigned by rotation using the noon hour duty rotation. Teachers serving as detention supervisors during this time shall be paid at one-half (1/2) the then-current substitute rate for each hour served.
- R. Teachers shall not be required to make home visits with students and/or parents as a part of their duties. Teachers agreeing to make such visits shall: 1) be accompanied by an administrator or other authorized school district or ISD employee; 2) be covered by the school liability insurance and/or “errors and omissions” policy with at least \$1,000,000.00 coverage inclusive of his/her automobile; 3) be authorized by the appropriate administrator; and 4) be reimbursed for mileage and time spent, including travel, at the appropriate IRS and personal hourly rates for the teacher(s).

3.4 Class size

- A. The Board agrees to a classload of thirty (30) students for all academic areas other than those restricted by the facilities or equipment such as shop, home economics, lab classes, typing, biology, and chemistry, which shall be limited to 20 students. It is further agreed that subjects such as music, band, physical education and study halls may be larger. The recommended class size for the elementary grades K-2, is twenty-seven (27).
- B. In the event a teacher is assigned a classload greater than the recommended limits the teacher shall be compensated using the following formula:
- C. For each class period in which a teacher's class load exceeds the recommended maximum, the teacher shall be compensated twenty-five Dollars (\$25) per semester for each student over the maximum. Days for compensation to be computed from the first day the official class enrollment exceeds the limit until the last day the official enrollment exceeds the class limit. Compensation to be included with the next regularly scheduled paycheck following the end of the overload condition. In grades K - 8 the maximum paid per year for each student shall not exceed three hundred dollars (\$300) or a portion thereof based on a ratio of the individual student attendance days to membership days.

3.5 Senior Advisory Teacher

Teachers with ten or more years of experience with the district may opt to serve their last year as a Senior advisory teacher with duties to assist less experienced teachers or probationary teachers in orienting themselves to Ellsworth Community Schools. This position shall be paid by computing one half the substitute teacher rate then in effect multiplied by the teacher's accumulated unused sick days at the time of termination. The ten-year experience requirement may be waived at the discretion of the superintendent. Those teachers having ten years with the district not opting to serve in this capacity will receive compensation as specified under Section 4.2 C. (6), below for unused sick days at termination. It is understood that payment under this section shall be made only for termination other than termination for cause.

3.6 Remote Instructional Delivery

- A. Subject to the terms and conditions set forth in this article, the parties agree that bargaining unit members

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

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

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

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

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

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

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

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

3.7 School Improvement

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

- B. The term school improvement plan as used in this article shall mean a school improvement plan as provided in the Elementary and Secondary Education Act (ESEA/No Child Left Behind Act), as well as, Public Act 197 of 1989 and P.A. 25 of 1990. The provisions contained in this article shall apply to all school improvement plans as provided in the ESEA and Public Acts 197 and 25.

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

- D. The involvement for teachers in school improvement process shall be voluntary. Should school improvement meetings or activities be scheduled during an employee's regular workday, the employee shall

be released from duties without loss of pay to attend such meetings or activities.

- E. The superintendent shall provide copies of all building level "school improvement plans", annual education reports, other reports, recommendations of the committee, and meeting minutes to the association within a reasonable time upon request.
- F. It is understood that school improvement committees will not address grievances of the master agreement, will not evaluate individual employee performance, will not address discipline of employees, and will not address wages or fringe benefits.
- G. Participation as a member of a school improvement committee is voluntary. Participation or non-participation shall not be used as criteria for evaluation, discipline, discharge, assignment, or any other terms or conditions of employment.
- H. No employee shall suffer loss or reduction of bargaining unit employment as a result of implementation of a plan adopted by the school improvement committee. Situations, which may result in such conditions, shall be governed by current practice and the relevant portions of the master agreement.

3.8 Site Based Decision Making

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

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

- B. The parties recognize that certain areas of authority must be retained by the Board and administration and will remain out of the scope of plans submitted by a site-based decision making committee. It is therefore understood that the Board and administration retain to themselves, consistent with the master agreement, the following, which includes but is not limited to: teacher classroom assignments, final development and submission of building or district level budgets, evaluation or discipline of staff, etc.
- C. Site-based decision making committees must be comprised of building level administrators and staff. It is understood that building level administrators and staff will be jointly responsible for the development of and, ultimately, implementation of plans approved by the Board.
- D. Plans submitted for approval by a site-based management committee must contain at a minimum:
 - 1. Rationale for a plan which is consistent with Board and school improvement committee goals.
 - 2. A statement that the proposed plan is supported by a clear majority of the building staff.
 - 3. Details of budgetary impact.
 - 4. Implications for professional training or development needs associated with the plan and anticipated costs to implement these activities.
 - 5. Details of an evaluation plan to monitor the plan, which is consistent with student outcomes (e.g. incidents of student discipline, absenteeism, dropout rate, etc.)
 - 6. Detail of provisions of the collective bargaining agreement that are anticipated to conflict with a proposed plan, and detail of alternative provisions in the form of limited deviations from the agreement for the duration of the plan. Any proposed deviations to be subject to approval by the

Board and Association.

7. Detail of Board policies or administrative rules which are anticipated to conflict with a proposed plan, and a detail of proposed deviations of the duration of the plan to be provided to the Association and the Board, prior to any deviations being enacted by the Board or Administration.
 8. The proposed duration of the plan.
 9. Detail of a building level dispute resolution procedure for disputes arising from implementation of a plan. Such procedure shall be consistent with the process for grieving disputes as outlined in the master agreement.
- E. The Board and Association reserve the express authority to reject a proposed plan, to terminate an existing plan, or to reject a request for a continuation of a plan.
- In cases when a plan is rejected, terminated, or not renewed, the rejecting party will identify its rationale. It is expressly understood that such a decision to reject a proposal, terminate a plan in place or to not renew or extend a plan is not subject to the grievance procedure outlined in the master agreement.
- F. Once a plan is implemented, reports outlining status and impact of the plan must be provided by the committee to the Board and Association at the end of each semester. No site-based plan will continue to a subsequent year unless the plan has been renewed by the association and the Board. Not later than thirty (30) days prior to termination of a plan, a complete report detailing the status, impact and future of the plan is required from the committee to be provided to the Board and Association.
- G. Participation as a member of a site-based management committee is voluntary. Members shall not be evaluated or disciplined based on their participation, or lack thereof in the committee process.

3.9 Least Restrictive Environment

The Board and the Association acknowledge that least restrictive environment mainstreaming special education students is legally mandated and intended in the best educational interest of the student. For the purpose of this section, such students shall be referred to as "mainstreamed students."

- A. If any teacher, in writing, advises the administration and reasonably believes that a mainstreamed student assigned to the teacher has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall call an appropriate case study or IEPC meeting which shall include the teacher.
- B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, the administration will strive to equalize the placement of mainstreamed students. This section will not apply if the teacher volunteers to take additional mainstreamed students. In such situations, the administration when possible will reduce class size by an equivalent number of students on a one-to-one basis. Such changes shall be made at the next available natural break in the schedule, (such as marking period, semester break or vacation, etc.) taking into account the needs of all students involved.
- C. In general education classrooms:
 1. Any teacher who will be providing instructional or other services to a mainstreamed student in a regular education class shall be invited to participate in the student's IEPC. If the teacher is not identified prior to the IEPC, a meeting will be convened with the teacher to review the IEPC. Such a meeting will be arranged through consultation with the teacher as soon as possible.
 2. The student's IEPC must specify and provide for all specific support, materials and services deemed necessary by the IEPC. The District shall make every reasonable effort to support the receiving teacher with necessary classroom materials.
 3. The mainstreamed student's placement should be determined to the extent permissible by law and through the IEPC in such a way to be sensitive to both the educational process for the mainstreamed student and the other students in the classroom to be entered.

4. The administration shall provide, upon the teacher's request, prior to such placement whenever possible, awareness information to the affected teacher(s) and students regarding placement of mainstreamed students in the class(es). The activities shall be provided to promote a school climate that is receptive to the placement and to maximize the potential of the mainstreamed student while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be provided as early as can be arranged after the placement has occurred. At the teacher's request, information and/or training will be provided regarding appropriate instructional techniques and behavioral management for dealing with varying physical, mental, and emotional problems of mainstreamed students.
- D. If delivery of related school health services is necessary to provide a student with a free appropriate public education as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. Except in life threatening or extenuating circumstances or unless the teacher volunteers, a teacher shall not be required to perform medical, hygienic or other non-instructional specialized medical procedures for or on mainstreamed students. Where clean intermittent catheterization, nasal suctioning, tracheotomy care, and similar procedures are necessary to maintain a student in the classroom, for cases of emergency or extenuating circumstance, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room.

This training shall include an explanation of procedures and emergency procedures for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures.

The Board shall indemnify and hold harmless, any teacher who provides such services from liability for the performance of such service to the extent permitted by law provided the teacher's actions were reasonable.

3.10 NCLB/ESEA Requirement for Highly Qualified Teachers

- A. As required by the ESEA guidelines and in accordance with criteria provided by the NCLB Act of 2001, all teachers will meet the ESEA requirements for "Highly Qualified" by 2005-2006. The State of Michigan State Board of Education will define these criteria.
- B. It is agreed that the time line for satisfying the requirements needed to be a highly qualified teacher under the No Child Left Behind Act (NCLB/ESEA) depends upon when the bargaining unit member commenced employment with the district. Bargaining unit members hired on or after the beginning of the fall semester of 2002, must be highly qualified immediately and other bargaining unit members must be highly qualified by the end of the 2005-2006 school year.
- C. The NCLB/ESEA provides different ways for a teacher to be considered a highly qualified teacher. The Board and the Association will work together to inform all bargaining unit members about their options.

To that end, a committee of two teachers appointed by the Association and two administrators shall be formed. The committee shall be named "The ESEA Committee" and shall study the credentials and assignments of all teachers in the district and issue a report by January 1, 2004 regarding which teachers meet/do not meet the ESEA requirements to be highly qualified. Teachers not meeting this standard will be informed of their options under the Act.

- D. In grades K-5, highly qualified shall be defined as possessing the requisite certification and satisfying the provisions of the NCLB/ESEA pertaining to highly qualified teachers.
- E. For teachers that are certified for all subjects in grades 6, 7, and 8, highly qualified shall mean that the teacher is a highly qualified teacher under the NCLB/ESEA. A teacher shall be assigned in his/her major or minor field of study unless assigning the teacher in the minor field of study contravenes the provisions of the NCLB/ESEA pertaining to highly qualified teachers.
- F. In grades 9-12, highly qualified shall be defined as possessing the requirements needed to be a highly qualified teacher under the NCLB/ESEA. A bargaining unit member shall be assigned in his/her major/minor field of study, unless this would contravene the provisions of the NCLB/ESEA pertaining to

highly qualified teachers.

- G. A teacher that has been recognized as highly qualified under the NCLB/ESEA by this school district or another Michigan school district shall be recognized as highly qualified by this school district for the duration of his/her employment.
- H. Teachers not highly qualified for his/her assignment by the end of the 2005-2006 school year shall be granted the first vacancy that he/she applies for provided he/she is highly qualified for the vacancy. If there is no vacancy for which said teacher is highly qualified, said teacher shall be treated under the layoff & recall provisions of this agreement as if his/her current position had been eliminated.
- I. The district will facilitate teachers in becoming highly qualified through reasonable accommodations to the teacher regarding release time and through paid graduate credit as provided under Section VI C (5). Teachers may, with the approval of the superintendent, apply for up to six (6) hours of such credit.

3.11 Internet Acceptable Use

- A. To provide an intellectual atmosphere that includes access to the Internet, the parties believe that all teachers should be encouraged to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to deliver instruction, which is consistent with educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.
- B. Whereas the parties recognize the educational value of technology, including the use of the Internet at school using district equipment, they hereby agree to the following:
 - 1. The parties seek to educate young people in the use of technology to provide for student learning and achievement.
 - 2. The parties recognize that in order to provide for student learning and achievement, the teacher must use technology and the Internet access in a responsible manner.
 - 3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.
 - 4. The parties agree that the uses of the district's electronic resources are for the purpose of optimizing the academic program.
 - 5. The parties agree that the district will periodically make determinations on whether specific uses of electronic resources are consistent with the acceptable use practice of the school.
 - 6. The district reserves the rights to any material stored in files and will remove any material that the district believes to be inappropriate, unlawful, obscene, pornographic, or abusive. Staff members will not use their district-approved computer account to obtain, view, download, or otherwise gain accesses to such material. Misuses of this privilege may result in discipline as provided under Article 2.6, including revocation of Internet use privileges.
 - 7. All information services and features contained on district or network resources are intended for the professional and school-related use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes is expressly forbidden.
 - 8. Allowing the use of an account by someone other than the registered account holder is forbidden.
 - 9. Downloading or adding any software without prior district approval to district owned equipment is strictly prohibited.
 - 10. Users understand that all e-mail and history logs of activity on the Internet may be subject to the Freedom of Information Act.

11. The district and/or network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the network will be error free or uninterrupted; nor shall it be liable for any direct, indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
12. In consideration for the privileges contained above, the staff member hereby agrees to abide by the requirements contained therein and releases the district network and its operators and administration from any and all claims of any nature arising from use or inability to use the district and/or network resources.

SECTION IV- LEAVE OF ABSENCES

4.1 Paid and Unpaid Leaves

- A. A bargaining unit member who is unable to work because of personal illness or disability and has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. Said leave may be extended at the discretion of the Board.
 1. During this period of leave time, the Board may require a doctor's certificate of leave need. If the certificate is provided, the Board will pay health insurance coverage as indicated in Section 5., 5.1 A of the contract agreement during this period.
 2. Unless otherwise approved leaves granted under (A) of this sub-section shall end on July 1.
- B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any arbitration or fact-finding shall be paid his/her full salary for each time, less amount paid by the court. As to subpoenas to testify in non-school related cases, payment shall be limited to three (3) days per year, unless more is agreed to by the Board because of unusual circumstances warranting such additional compensation.
- C. Military leave without pay shall be granted to any teacher inducted into the military service of the United States, or who enlists while the government is in the process of inducting people into the military, for the period of their induction or enlistment. When mandated by the government, extensions to such military service shall automatically extend such leaves of absence for a like period. Upon return from such military leave, a teacher shall be placed at the same position on the salary schedule and seniority list as he/she would have been had he/she taught in the district during such period. Benefits will not be provided by the Board during such leave periods.

Military leaves may be extended by the board, upon request by the teacher, for periods of military service extended at the option of the employee. Seniority accrual and salary schedule advancement for such extensions shall be at the option of the board.
- D. At the beginning of every school year, the Association shall be credited with a total of twelve (12) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will agree to pay for the cost of substitutes.
- E. The Board of Education shall grant an unpaid leave of absence, up to two years in length, to any teacher who applies, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities, Provided the following conditions are met:
 1. Teacher shall have five years seniority with the Ellsworth School district.
 2. Teacher shall request the leave at least ninety days prior to the date the leave is to begin.
 3. All leaves must begin and end on July 1.
- F. An unpaid leave without pay or benefits of up to one (1) year shall be granted to any bargaining unit member for the purpose of maternity or childcare. A childcare leave shall only be taken when the object child of the leave is newborn, newly adopted or critically ill. It is further understood that a bargaining unit member shall have the right to commence a child care leave prior to or subsequent to the birth or adoption

of his/her child, at his/her option.

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

- G. In the event of critical illnesses, or other emergencies, in the teacher's own household a reasonable amount of lost time will be allowed the teacher without loss of pay or sick leave. This is to be at the discretion of the superintendent.
- H. In addition, bargaining unit members may request and the board may approve other optional unpaid leaves of absence for any appropriate reason. Factors involved in the board's decision will include:
1. The need to maintain curriculum of the district without diminution.
 2. Instructional losses and/or gains approval of the leave may present to students.
 3. Advantages and disadvantages to the district and the bargaining unit member.
 4. The length of service the bargaining member has with the district.
 5. The potential for financial cost to the district.

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

- I. Teachers granted leaves under this sub-section shall notify the board of their intent to return to employment of the board at least 30 days prior to the end of the leave period. Teachers returning from unpaid leaves of absence taken under this sub-section shall be returned to the same or similar teaching position as the one held at the beginning of the unpaid leave, provided that date of return is in accordance with agreed upon leave termination date, unless mutually changed by the teacher and administration. All leaves taken without a predetermined termination date shall end on July 1, unless otherwise agreed upon.
- J. Except as provided in letter "C" of this sub-section, leave times taken under sub-section 4.1 will not satisfy probationary requirements, nor will the teacher advance on the salary schedule, accrue seniority or be provided benefits while on such leave.

4.2 Illness and Disability

A. PARTIAL DISABILITY.

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

B. ILLNESS AND DISABILITY

1. At the beginning of each school year, each teacher shall be credited with fourteen (14) days of leave, the unused portion of which shall accumulate from year to year to a total of one hundred (150) days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 - a. Personal Illness and Disability- The teacher may use all or any portion of his/her leave to recover from his/her illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

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

seniority, reinstatement, continuance within insurance programs, etc.

- b. Bereavement Leaves-The teacher may take a maximum of five (5) days per death of the following family members: husband, wife, significant other, mother, father, step-parent, brother, sister, children, step-child, grandchildren, father and mother-in-law, grandparents. Bereavement leaves up to two days may be authorized by the Superintendent for deaths of others significant in the life of the teacher.
 - c. Medical or Nursing Care-The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. (see definition of family in b. above).
 - d. Illness in the Immediate Family -The teacher may use these days to assist with the care for the personal illness of the teacher's immediate family. (Immediate family as defined in b. above.)
 - e. The teacher may use up to two days per year for personal business, accumulative to three (3) such days. These may be used for any purpose at the discretion of the teacher. A teacher planning to use a day or days for personal leave shall notify his/her principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave before or after a holiday, weekend, or vacation period. Absent extenuating circumstances, the following restrictions shall apply to personal leave used immediately before or after a holiday, week-end or vacation period: 1) No more than three (3) such leaves shall be allowed for any given such period, 2) Teachers utilizing such for a given period in one year shall not be eligible during the same period the following year unless less than three (3) have been applied for in the following year by one (1) month prior to the given period for that (following) year.
2. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
 3. Absence due to illness or injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.
 4. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.
 5. A teacher reporting for duty at the beginning of his work period who is forced to leave because of illness or accident any time after two hours of duty will be considered absent for personal illness leave purposes for one half day. If forced to leave one and one half-hours after the beginning of the afternoon session, he is to be considered present the entire day and no deduction of salary or personal illness day is made.
 6. When a teacher has accumulated the maximum number of allowable sick days, excess days shall be removed from the books and the teacher reimbursed at half of the then-current rate for substitutes minus ten dollars for each day so expurgated. This clearing of the books shall be completed on the final compensation/reconciliation payout on the 21st pay of each year. Teachers resigning, retiring or otherwise terminating employment with the district shall be reimbursed at the above rate for all unused sick days at the time of termination unless being paid for duties under Section 3.5.
 7. Teachers not opting to serve as a Senior Advisory Teacher (see section 3.5), who terminate with ten years service or more shall be paid at half of the then-current rate for substitutes minus ten dollars for unused sick days calculated at the time of termination. It is understood that payment under this section shall be made only for termination other than termination for just cause

C. SICK LEAVE NON-USE INCENTIVE

1. A teacher who shows exceptional care in non-use of available sick days shall be given the following bonus on the last pay of the school year.

0 days used for the school year	\$300.00
1 day used for the school year	\$150.00
2 days used for the school year	\$ 0.00

SECTION V - COMPENSATION

5.1 Insurance Benefits

- A. The board shall provide, without cost to the employee, the following: Choices II with 10/20 RX reimbursed to 5/10 RX, , Delta Dental Plan 80/80/80: \$1,300, Negotiated Life \$50,000 with AD&D, Vision plan VSP 3+ Platinum, LTD - Plan 66-2/3%, 90 Calendar day modified fill with \$5,000 monthly maximum on benefits. This insurance shall be provided for a full twelve-month period for the employee's entire family. The board shall reimburse the difference for each prescription co-pay for the \$10/\$20 RX as follows: Generic—up to 34 day supply \$5.00, 90 day \$15.00, 90 day mail order \$38.00. , Name Brand will be: up to 34 day supply \$15.00, 90 day supply \$35.00 and 90 day supply mail order \$38.00. For members having more than fifty (50) prescriptions per year, the board will reimburse the first three dollars (\$3.00) of each prescription after fifty (50) in a given contract year upon proof offered that such co-pay has been incurred. All proof of co-pays must have the date of service and the amount incurred clearly shown but may have personal or private information (e.g.: diagnosis, Rx, name of doctor, etc.) redacted at the member's discretion.

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

Delta Dental Plan 80/80/80: \$1,300.

Negotiated Life: \$50,000 with AD&D

Vision Plan: VSP-3+ Platinum

LTD: 66-2/3 %, Plan I, 90 Calendar day modified fill; \$5,000 monthly maximum on benefits

and shall apply up to the amount of single subscriber premium toward any of the MESSA options. The employer shall provide a cash option in lieu of health benefits up to the amount of the Choice II single subscriber premium according to the following:

1. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit member to an approved tax deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.
4. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.
5. Any amounts exceeding the employer subsidy share may be payroll deducted.

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

- D. Upon request of a bargaining unit member either on, or applying for either long term disability (LTD) benefits under sub-sections (A) or (B) above, or short term disability (STD) benefits under sub-section B (options), the board shall allow the bargaining unit member to sign over his/her benefit to the school district.

1. Upon request of the teacher, the Board shall create a personal sick leave bank by advancing an appropriate amount of sick leave to the teacher as specified herein, below.
2. To be eligible for the advancement, the teacher must be qualified for long term disability (LTD) insurance benefits.
3. If qualified, the board shall allow the teacher to sign over his/her LTD benefit to the school district.
4. The District shall, immediately upon receipt of the benefit from the insurance carrier, credit the teacher with paid sick leave in his/her personal sick leave bank at a level appropriate to the level of reimbursement through the LTD carrier as provided above. Example: If the teacher is on LTD at 66-2/3% benefit for 180 days, he/she would have 120 days of paid sick leave (66-2/3% of 180) credited. Said credited sick leave shall be treated as contractual paid sick leave as provided under Section 4.2 Illness and Disability of the current Master Agreement with appropriate taxes deducted, retirement contributions paid and reported to the Michigan Public School Employees Retirement System, and with wages paid to the teacher on the regularly scheduled paydays as contractually agreed upon by the employer and the association.
5. The teacher shall use the following format to request this arrangement:

I, (print) _____ hereby request that the Ellsworth Community School receive the amount of (long-term) (short-term) disability benefit that I am authorized to receive from MESSA. I authorize MESSA to disburse the underlined benefit above directly to the school district. In return for my authorization, the school district shall, upon receipt of the benefit, credit me with the appropriately pro-rated paid sick leave through the school district. I understand that appropriate tax withholding and MIP contribution (if applicable) will be deducted prior to issuance of wages.

*Signed: _____
Employee*

Date: _____

One copy to Member

One copy to School District

One copy to MESSA

5.2 Compensation

- A. The basic salaries of the teachers covered by this agreement are incorporated into a salary schedule form. Such salary schedule shall remain in effect during the designated period. For the 2010-2011 year it shall include a 1.25% increase.
- B. The teachers will be given credit for experience for up to five (5) years of teaching in other school districts. Experience entitlement shall be equal to the actual number of years taught. Teaching experience of less than one (1) year will receive a proportional increment by semesters, equal to the teacher's experience.
- C. Teachers will be paid, in accordance with the directions to the Board by each individual teacher, in one of the following ways:
 1. In 20 equal installments throughout the school year, payable every other Friday with a final compensation/reconciliation payout considered the 21st pay.
 2. In 20 equal installments throughout the school year and a final lump sum payment on the final compensation/reconciliation payout considered the 21st pay.
 3. In 26 equal installments throughout the year.
- D. Teachers and their spouses will be admitted free to all athletic events.
- E. Any Elementary teacher who is asked to teach a class comprised of more than one grade will be compensated in the amount of \$1,500.00 in addition to their regular salary.

- F. It is understood and agreed that teachers will be responsible for sponsoring classes in grades 11 and 12. Such sponsorships shall be voluntary and shall be filled as outlined under Section 2.1, Vacancies, Promotions, and Transfers. Should no qualified teacher apply, the administration may appoint, on rotation from a list of teachers provided by the Association.

5.3 Extra Curricular Compensation

- A. The salary schedule for extra-curricular activities is incorporated as presented at the end of this document.
- B. All percentages listed in the extra curricular salary schedule will be percentages of the B.A. schedule. The step on the schedule is to be determined by the years of experience in that particular activity with the understanding that there will be no pay cut should an employee move from an assistant to a head coach.
- C. All extra curricular contracts will be offered for the next academic year before the end of school of the present school year. In case of a resignation, the above will be waived.
- D. Extra duty assignments are not subject to tenure.
- E. Pay for extra duty will be in installments while duty is being performed.

5.4 Senior Assistant

- A. The implementation of a Senior Assistant Teacher Plan is designed to make the most efficient use of experienced staff by increasing the availability of the time and talents of such staff.
- B. The Senior Assistant Teacher Program shall be available to all teachers who have obtained twenty, (20), years of service credit as an educational employee. Fifteen, (15), of the twenty, (20), years shall have been served with the Ellsworth Community Schools. These qualifying periods may only be waived by the mutual agreement of the Board, Association, and affected teacher(s).
- C. A teacher wishing to enter this program shall declare his/her intent to enter into a three (3) year agreement to participate as a Senior Assistant Teacher and will not retire from the district until the conclusion of the agreement. Such declaration shall be made in writing to the superintendent at least sixty, (60), days prior to the start of the school year in which the teacher is to participate in the Senior Assistant Teacher program.
- D. Teachers properly qualified and placed as Senior Assistant Teachers as outlined above shall receive four thousand dollars, (\$4,000), additional salary each of the three, (3), years of the agreement as payment for service as a senior assistant teacher.
- E. The duties of the Senior Assistant Teacher may include: working with non-tenured teachers for skills/performance improvement, tutoring/counseling of students outside of the regular school day, assignment to a designated school committee or other duties as agreed to by the Board, Association, and teacher or assignment as a mentor teacher as provided in Section 5.5 below. Such duties shall be limited to five (5) extra hours per week. All duties shall be, insofar as possible, scheduled at the discretion of the Senior Assistant Teacher.
- F. The parties agree to recognize that the Senior Assistant Teacher Program is an extra-duty assignment. The extra duties of this assignment are to be satisfactorily completed each year in order for the assignment to be extended to years two and/or three. Failure to complete the prescribed extra duties will result in an appropriate prorated reduction in compensation for the year in which the duties were not completed.

5.5 Mentor Teachers

Mentor Teacher positions shall be developed by the administration on an as-needed basis to comply with state law or regulations. When bargaining unit members are used in this capacity the following guidelines will be followed:

- A. Bargaining unit members serving as Mentor Teachers shall be tenure teachers.
- B. Bargaining unit members serving as Mentor Teachers shall serve voluntarily and shall work with a probationary teacher from a related area of expertise/responsibility/experience.

- C. The bargaining unit Mentor Teacher shall have available released time from time to time as deemed appropriate and approved by the principal for the purpose of observation or direct work with the probationary teacher assigned.
- D. The Mentor Teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher. The function of mentoring shall not be included in the Mentor Teacher's evaluation.
- E. The Mentor Teacher so assigned shall assist the probationary teacher in planning with the administration fifteen, (15), days of professional development within the first three, (3), years of employment of the probationary teacher, said days to be structured and scheduled within the parameters of the regular work day and work year unless otherwise agreed to by the parties.

5.6 403 (b) Plans

- A. The board and the association recognize the importance of each employee pursuing an active retirement saving program and achieving their retirement savings goal. The parties agree that MEA Financial Services products shall be included in the initial list of vendors, along with any other mutually selected document as appropriate under IRS regulations. In the future should changes/additions/ reductions be made to the list of possible vendors, the parties shall meet to bargain such changes/additions/reductions.
- B. The parties further agree understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly the parties agree that:
 - 1. A plan document, consistent with all legal requirements shall be mutually developed by November 10, 2008.
 - 2. All bargaining unit members are eligible to participate in the plan.

SECTION VI - MISCELLANEOUS

- A. The district will comply with provisions of Public Act 379 regarding matters of Teacher Tenure.
- B. Helping Teachers
 - 1. The school principal must appoint an experienced teacher to act as a "helping teacher" to any new teacher.
 - 2. The "helping teacher" will not be in line of authority or in a supervisory capacity over the new teacher.
 - 3. The "helping teacher" is to assist in every way to orient the new teacher to school policies and routine, as well as its traditions and practices.
 - 4. The "helping teacher" is to assist the new teacher to become acquainted with the geography, services, and facilities of the community of Ellsworth.
 - 5. There must be one (1) day of orientation before the first day of school, and all teachers, new and returning, must attend.
- C. Conferences and In-Service
 - 1. The Superintendent of Schools shall determine what conferences will be attended and select the personnel.
 - 2. Teachers attending authorized conferences, workshops, or professional visitations will be reimbursed expenses incurred attending such conferences as follows:

- a. Travel expenses at the IRS rate per mile up to 500 miles at the discretion of the superintendent.
- b. Meals not to exceed a total of \$30.00 per day with rooms at reasonable rates for a standard room as determined by the superintendent.
- c. An itemized statement of expenditures must be presented in order to receive payment.
- d. Teachers shall suffer no loss of pay attending authorized conferences.
- e. The Association shall submit an attendance report to the Superintendent for pay purposes.
- f. The Board will grant each teacher one (1) visitation day per school year, with no more than two (2) teachers to leave on any one day. The Superintendent is to be notified at least three (3) days in advance and is to be given a report of the day's activities upon the teacher's return. The Board will reimburse the teacher for mileage expenses at the IRS rate.
- g. Each year some in-service training may be provided by the Board and Administration, planned by the Administration and Teachers and approved by the Board.
- h. Teachers shall be reimbursed for up to three (3) graduate hours of credit in an approved education related program at an accredited college or university per year. Teachers must submit verifying documents showing satisfactory completion of the course prior to receiving reimbursement.
- i. The professional hourly rate of any teacher shall be established by dividing the then-current BA+20 Step 6 rate by 1260 hours (180 x 7). Teachers agreeing to participate in approved professional development activities during the summer will be paid at this rate for time spent at such activities, not inclusive of travel time. The teacher shall be paid this established hourly rate in addition to his/her base salary, for all school scheduled time spent after the regular school day in school-wide parent-teacher conferences (not compensated through traded comp time), IEPC meetings, administratively requested supervision of extra-curricular activities of students, (if not on appendix C), or teacher meetings called by the administration or board after 4:00 p.m., except that the administration may call one meeting per month, immediately after the end of the class day.
- j. Whenever a teacher is requested by an administrator to substitute for another teacher during their planning period, the teacher who performs the substitution shall, after subbing in this manner for seven (7) class periods be entitled to use one additional personal day to be taken in accordance with Section 4.2 C (1e) or the employee may elect to receive a day of substitute teacher pay. For partial days earned the employee shall be paid a proportionate share of a substitute's pay or may elect to take one half personal day if he/she has accumulated credit for substituting four (4) or more periods. Teacher is to notify payroll clerk by May 10 of each year whether they wish to be paid for benefits accrued under this sub-section or have such benefits carried over to the following year. Failure to notify the clerk will result in benefits being paid off.

E. ANNEXATION/CONSOLIDATION

Agreement between the Board of Education of the Ellsworth Community School District (District) and Ellsworth EA/NMEA/MEA/NEA (Association) relating to any annexation, consolidation or any other form of reorganization that includes or involves the Ellsworth Community School District or all or any part of its geographic territory after the date of this agreement, but prior to December 31, 2020.

While no such annexation, consolidation nor reorganization is currently under consideration, the parties believe that it is in their mutual interests and prudent to agree in the absence of such plan how certain issues would be handled in

the event an annexation, consolidation or reorganization of all or any part of the currently existing Ellsworth Community School District or that would impact said district by adding to; subtracting from; consolidating it with other districts or any other form of reorganization that impacts/involves said District or its employees.

In the event that any annexation, consolidation or reorganization is considered in the future, the District and Association agree that all bargaining unit members/employees of Ellsworth Community School will have their seniority, leave and vacation day credits, insurance, pension, benefits, rights, privileges, obligations and status recognized and protected without regard to whether the District does or is annexed, consolidated or reorganized and that the seniority of all employees will be “dove tailed” so that the employees of all affected previously existing governmental entities impacted by the annexation, consolidation or reorganization will be treated as if they had always been employed by whatever entity remains/survives without regard to which entity they were previously employed by.

The parties further agree that neither they nor any one acting for them will support, agree to nor consent to any annexation, consolidation nor reorganization of all nor any part of the Ellsworth Community School District nor any part of the geographic territory encompassed therein if the above conditions protecting employee rights are not incorporated into the plans/agreements providing for such annexation, consolidation, or reorganization.

The parties understand that nothing in the above would prevent the District nor any other newly formed District from determining the number of employees that we be required for it to operate its educational program going forward absent some other contractual or legal prohibition from doing so.

THE NEW LEGISLATION PASSED IN DECEMBER, 2009, REQUIRES THAT WE ADDRESS THE TOPICS OF TEACHER EVALUATION AND MERIT PAY. THE PROCESS WETO BE USED AS THE PARTIES WORK THROUGH THESE LANGUAGE ISSUES IN THE MASTER AGREEMENT.

TEACHER EVALUATION AND PAY FOR PERFORMANCE

1. In December 2009, the Michigan State Legislature passed “reform” measures for public education in Michigan.
2. Included in those “reform measures” were mandates for 1) annual teacher evaluation based on rigorous, transparent, and fair standards, using student growth as a significant factor in the evaluation model and assessment, and 2) inclusion of pay for performance in teacher contracts.
3. Neither area could completed within the timeframe of the most recent contract negotiations.
4. Therefore, the District and the Association, hereby agree to form a committee to negotiate models and language around both the teacher evaluation model and its implementation, and pay for performance.
5. The committee will be comprised of three (3) members from the Association, appointed by the Association, and three (3) members of the District, appointed by the District. Said members shall be appointed by June 4, 2010.
6. The Committee shall begin meeting regarding the above after the close of the 2009-10 school year (after the last scheduled school day for 2010).

INSTRUCTION OF BAKER COLLEGE COURSES

1. The parties (the District and the Association) agree that Baker College instructors have not and will not perform work that has been traditionally and exclusively performed by bargaining unit members.
2. The use of Baker College instructors shall not result in the failure or refusal to post a vacancy or in any bargaining unit member being reduced in hours, laid off, reassigned or refused a recall right.
3. Baker College instructors may not be used to teach any subject matter that has traditionally been taught by Association members.
4. The parties agree that work traditionally done and exclusively performed by the Association’s bargaining

unit members has and will continue to be exclusively performed by the Association's bargaining unit members.

5. The parties agree to allow one non-traditional course to be taught by a Baker College instructor per year as long as it meets the criteria explained in number 1 above.

GRIEVANCE REPORT FORM

GRIEVANCE #

Ellsworth
School District

Distribution of forms:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building Filed	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred:

B. 1) Statement of Grievant:

2) Relief sought:

Signature _____ Date _____

C. Disposition of Principal

Signature _____ Date _____

D. Position of Grievant and/or Association

Signature _____ Date _____

Any party requiring additional space may attach additional sheets.

STEP II

A. Date received by Superintendent or Designee

B. Disposition of Superintendent or Designee

Signature _____ Date _____

C. Position of Grievant and/or Association

Signature _____ Date _____

STEP III

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator

Signature of Arbitrator _____ Date _____

Note: All provisions of Article _____

of the Agreement dated _____ , 20 ____ , will be strictly observed in the settlement of grievances.

ELLSWORTH COMMUNITY SCHOOL PROFESSIONAL APPRAISAL REPORT

Teacher's Name _____ School _____
Date of Report _____ Evaluator _____

Teaching Skills (Circle one)

a. Knowledge of subject matter S U
Some examples:

1. Identifying how knowledge in a subject area is created, organized and linked to other disciplines.
2. Identifying the scope and sequence of the curriculum and the resource materials that keep it current, correct, comprehensive, and pertinent.
3. Responding to student inquiries about the subject and seeking further inquiry.
4. Presenting accurate information and giving examples from life experiences.

Comments and/or suggestions for improvement:

b. Effective use of instructional techniques and methods S U

- Some examples:
1. Analyzing lesson presentations and identifying when and how the learning theories of motivation, reinforcement, practice, retention, attribution, and transfer are used.
 2. Creating lesson plans that demonstrate that all learning styles are incorporated into the delivery of each major concept.
 3. Using differentiated learning activities to meet the needs of all students.
 4. Identifying ways of presenting subject matter to students through use of analogies, metaphors, experiments, demonstrations, and illustrations.

Comments and/or suggestions for improvement:

c. Evidence of effective planning and organization S U
Some examples:

1. Developing daily, weekly, and course lesson plans which take into account school district curriculum, philosophy, subject matter requirements, student classroom composition, societal needs, and available resources.
2. Evaluating the success of lessons by determining how and to what extent students were led from their knowledge base to new information.
3. Designing plans in accordance with acceptable models of teaching that reflect objectives, anticipatory sets, activities, and evaluations.

Comments and/or suggestions for improvement:

d. Effective classroom management/discipline S U
Some examples:

1. Utilizing classroom instructional strategies that emphasize working relationships and cooperation.
2. Utilizing classroom management techniques that require students to resolve disagreements amicably.
3. Utilizing various conflict resolution skills in peer mediation and individual counseling as situations occur.
4. Focusing on strong collaboration methods which include good listening skills.
5. Respect shown by students for the teacher's authority.

Comments and/or suggestions for improvement:

e. Ability to meet the needs of the various levels S U

of ability among students

Some examples:

1. Implementing instructional strategies that take into account the physical, emotional, and intellectual abilities of students.
 2. Organizing, delivering, and evaluating teaching strategies designed to address linguistic, musical, mathematical, spatial, kinesthetic, and personal kinds of intelligences.
 3. Making appropriate adjustments, when necessary, to meet the needs and requirements of special education students.
 4. Including special education students in the classroom and teaching regular education students the necessity of including all students in regular education programs.
 5. Differentiating assignments according to interests and abilities of students.
 6. Identifying non-traditional learning strategies and how they would be incorporated into lessons.
- Comments and/or suggestions for improvement:
-
-

f. Clear and concise explanations and assignments S U
Some examples:

1. Clear definition of tasks, goals/objectives, timelines and evaluation.
 2. Student participation in planning, acceptance and performance.
- Comments and/or suggestions for improvement:
-
-

g. Willing to provide extra assistance to students S U
Some examples:

1. Utilizing multiple means of communication with parents, inviting parents to participate in classroom activities, and offering strategies for parents to assist in the education of their child.
 2. Being available to students for extra help, instruction or counseling.
 3. Contacting students/parents when necessary.
 4. Actively participating with colleagues in school improvement activities, curriculum development, team teaching and collaboration.
- Comments and/or suggestions for improvement:
-
-

h. Clearly communicates and utilizes a grading system that is fair and equitable SU
Some examples:

1. Compliance with Board Policy.
 2. Consistency.
 3. Being consistent with best practice models.
 4. Rate of success of students.
- Comments and/or suggestions for improvement:
-
-

i. Utilization of core curriculum S U
Some examples:

1. Adherence to and use of district goals, curriculum, texts and materials.
 2. Participation in district-wide curriculum planning.
 3. Can articulate which standards/benchmarks are being taught.
- Comments and/or suggestions for improvement:
-
-

j. Utilizes alternative assessments S U
Some examples:
1. Setting curricular targets and determining the degree to which the targets have been met through the use of multiple assessment techniques.
2. Identifying and communicating student performance expectations and validating the degree to which the student met the expectations.
3. Analyzing a student portfolio of work and identifying the skills which should be taught next to the student.
4. Utilizing a variety of assessment instruments and procedures including norm-referenced tests, criteria-referenced tests, written papers, oral presentations, portfolios and other presentations.
5. Using assessment data to effectively plan learning activities.
Comments and/or suggestions for improvement:

k. Commitment to professional growth S U
Some examples:
1. Describing self-assessment methods, interpreting the results, and devising a plan for professional improvement.
2. Identifying, creating, and incorporating changing supplemental teaching materials continuously.
3. Using assessment of student achievement as guide for planning lessons.
4. Teaching shows a commitment to incorporating “Best Practices” gained from professional development.
5. Participation in developing and attending in-service programs and activities.
Comments and/or suggestions for improvement:

l. Utilizes instructional technology S U
Some examples:
1. Describing, evaluating, and utilizing instructional technology that is available for the subject and stressing the value of technology in today’s world.
2. Using technology for instruction, grading, and other classroom organization activities.
3. Assigning research projects that will necessitate the use of technology.
4. Using computer-supporting materials in instruction.
Comments and/or suggestions for improvement:

II. Professional Performance (Circle one)

a. Ability to work effectively with colleagues/administration S U
Some examples:
1. Providing both formal and informal assistance to beginning teachers, student teachers, and peers.
2. Systematically reviewing research journals, attending in-service workshops or university classes, and sharing that information with other educators.
3. Developing teaching plans that include collaborative elements across grade level and subject matter.
Comments and/or suggestions for improvement:

b. Reliable and conscientious relative to daily schedule S U
Some examples:
1. Punctuality.

- 2. Having students where they need to be, as appropriate.
- 3. Appropriate use of prep time.

Comments and/or suggestions for improvement:

- c. Makes effort to attain goals as agreed upon by teacher and principal and provide evidence to support effort. S U

Some examples:

- 1. Providing a plan for attainment of goals.
- 2. Making supportive evidence available to principal upon request.

Comments and/or suggestions for improvement:

- d. Communicates regularly with parents S U

Some examples:

- 1. Inclusion of parents in school related endeavors.
- 2. Written communications informing parents of status of students, need for involvement, or remedial action on a timely basis.
- 3. Involvement of parents in disciplinary actions regarding their students.
- 4. Written and verbal communications are clear, concise, and positive.
- 5. Communication is updated as appropriate (i.e.: Letters are not used more than three years in a row).

Comments and/or suggestions for improvement:

- e. Works to connect the classroom to the community S U

Some examples:

- 1. Inclusion of local business or other community leaders in classroom activities to show connection of learning to everyday life.
- 2. Willingness to help students outside of the classroom (references, outside resources, etc.) as appropriate.

Comments and/or suggestions for improvement:

- f. Supports district initiatives (Curriculum, Accreditation) S U

Some examples:

- 1. Participation in supportive activities (planning, committees, etc.).
- 2. Shaping classroom to such requirements.
- 3. Promotion or support of programs to community.

Comments and/or suggestions for improvement:

III. Comments concerning the classroom observation Date of observation _____

IV. Summary Evaluation (Circle one)

All things above being taken into account, the evaluation of this teacher is to be considered **S** **U**

I have read the above appraisal.

I understand that my signature does not constitute a concurrence or approval and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method or procedure not in accordance with the *Agreement*. I understand also that I may have a representative of my professional organization present at the conference session with my supervisor or principal.

Remarks by teacher:

Date: _____ **Signature of Teacher** _____

Date: _____ **Signature of Evaluator** _____

COUNSELOR EVALUATION FORM

I. INDIVIDUAL PLANNING

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

II. RESPONSIVE SERVICES

- A. Implements effective responsive services that reflect the individual needs of the students.**
 - B. Crisis Counseling -- provides support to emergency situations.**
-

III SYSTEM SUPPORT

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

IV. PROFESSIONAL AND INTERPERSONAL RELATIONSHIPS

Students

- A. Demonstrates positive interpersonal relationships with students.**
- B. Promotes self-esteem in students.**

Staff

- A. Demonstrates positive interpersonal relations with staff.**
 - B. Initiates contacts and provides follow-up with the appropriate staff members.**
 - C. Is a positive influence in the school and in the District.**
-

V. PROFESSIONAL GROWTH

- A. Participates in activities for professional development.**
 - B. Maintains knowledge of developments in student support services.**
 - C. Integrates new techniques and skills based on effective research practices.**
-

VI. PERSONAL PERFORMANCE

- A. Exhibits initiative and personal enthusiasm in the counseling role.**
- B. Displays positive, professional attitude.**
- C. Displays behavior and maintains counseling relationships consonant with nationally established ethical standards established by the American School Counseling Association and the American Association of Counseling Development.**

COMMENTS

Counselor's Signature

Date

Evaluator's Signature

Date

Extra Curriculum Duty

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

Athletic Director	10%
Technology Director	5.0%
Varsity Basketball	10%
Assistant Basketball	7.0%
7th Grade Basketball	2.5%
8th Grade Basketball	2.5%
Varsity Track	5.0%
Cross Country	5.0%
Baseball	5.0%
Softball	5.0%
Volleyball	5.0%
Asst. Volleyball	2.5%
Advisors	
11th	3.0%
12th	3.0%
Student Council	3.0%
National Honor Society Advisor	3.0%
Christmas Program	1.5%
Band (minimum of 10 performances)	5.0%
Senior Advisory Teacher - see Master Agreement Section 3.5	
Mentor Teacher	\$300.00 per semester
Saturday Detention Supervisory Teacher	One-half (1/2) the then-current sub rate/day Plus ten dollars (+\$10.00)

Early Severance Incentive Program

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

CONDITIONS

The bargaining unit member must have at least twenty-five (25) years of credited service as determined by the Michigan Public School Employees Retirement Service (MPSERS).

The bargaining unit member must have been employed for eight (8) consecutive years or more with the Ellsworth School District.

The bargaining unit member must be at the top of the salary schedule, excluding longevity.

The bargaining unit member must give written notice of severance by at least April 1 prior to the effective date of retirement.

The teacher is not eligible for participation in the Senior Advisory Teacher Program (Section 3.5) or the Senior Assistant Teacher Program (Section 5.4).

The above conditions may be waived by mutual consent of the parties.

BENEFITS

For bargaining unit members who opt for early retirement, the employer agrees to purchase on behalf of the bargaining unit member up to five (5) years of service credit under the MPSERS as outlined below:

Cost of purchasing

1. 25 years of credited service	5 years service credit
2. 26 years of credited service	4 years service credit
3. 27 years of credited service	3 years service credit
4. 28 years of credited service	2 years service credit
5. 29 years of credited service	1 year service credit
6. 30 years of credited service	0 years service credit

The payment to MPSERS of the full cost of the service credit shall be done by July 15 of the year retiring but after the employee has made application to retire during the designated time period. The full cost is the actuarial cost of purchasing the service credit and does not include the amount the member will have to pay in taxes with respect to FICA and state withholding. Any federal taxes, which may be due on this employer pick-up of service credit, are the responsibility of the employee. It is understood and agreed that the employee does not have the option of receiving any monies directly in lieu of the above employer pick-up of service credit.

For purposes of this article "retirement" shall mean severance of active employment with the district and verification of an application of the bargaining unit member to the Michigan Public School Employees Retirement System for retirement benefits from said retirement system.