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MASTER AGREEMENT
between
BOARD OF EDUCATION
OF
Ellsworth Community Schools and
NORTHERN MICHIGAN EDUCATION ASSOCIATION *(Representing Ellsworth Education Association)*
MEA/NEA
2026-2027

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SECTION I - BASIC CONTRACTUAL PROVISIONS

1.1 Preamble

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

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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 September 1, 2026, and shall continue in effect until the 31st day of August, 2027. 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 (Representing the Ellsworth 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 board 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. Amendments to policies shall be provided to all teachers within fifteen (15) calendar days of board taking such action. 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.

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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 Payroll Information and Deductions

A. Upon request, the district will provide to the association individual salary data and full-time work status for each association member, including mid-year changes.

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 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.

1.9 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 if required by law.

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.

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1.10 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, the teacher shall first discuss the alleged grievance, with the 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 an Association representative, in an effort to resolve the grievance. The principal shall indicate the 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 designee shall meet with the grievant, either personally or accompanied by an 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.

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F. If the grievant is not satisfied with the disposition of the grievance by the superintendent or 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, one 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 being selected. The hearing is to be held in a suitable location, either in Charlevoix or Antrim Counties and the arbitrator must render a 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. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

1.11 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.

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SECTION II - EMPLOYMENT RELATIONSHIPS

2.1 Vacancies, Promotions, Transfers

A. 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.

B. Definition of "Vacancy":

A Vacancy shall be defined as an unassigned open position or a newly created position which the District intends to fill. Vacancies shall be posted for fourteen (14) calendar days prior to being filled.

C. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least fourteen (14) calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Superintendent.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via school email to all bargaining unit employees ~~who provide one,~~ all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Employer to be certified for the position (if certification is required) and the Association. Vacancies that occur after the last day of school of the current school year, but before the second Monday before the first day of the ensuing school year shall remain posted at least fourteen (14) calendar days prior to being filled. Application may be made in the same manner as described above.

D. Awarding of Vacancies:

The Board declares its support of a practice of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff where quality candidates exist.

E. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in K-5 (or whatever your "elementary school" consists of), (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc.

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F. Voluntary Transfers:

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. No bargaining unit employee shall be discriminated against because of a request to transfer.

G. Involuntary Transfers:

Except in cases of extenuating circumstances thirty (30) calendar days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association.

H. 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.

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

2.3 Teacher Evaluation

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall be consistent with the Revised School Code Section 1249 and the Teacher Tenure Act.

B. A teacher will be evaluated pursuant to the 5D+ performance evaluation system. The District will measure student growth as 20% of the evaluation in a manner determined in consultation between administration and each individual teacher.

C. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.

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 accompanist the teacher 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 a teacher’s 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 the teacher’s personnel file, such signature shall be understood to indicate 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.

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A. 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 rights under the law.

2.5 Personnel, Seniority and Recall

A. If for any reason the Superintendent anticipates a reduction of staff for the following year, they shall, prior to taking formal action, consult with the Education Association to receive recommendation regarding priorities and procedures to be followed.

B. In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position(s), the Board shall give thirty (30) calendar days' notice of layoff previous to the ending of the school year to the individual involved.

C. 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.

   A teacher shall lose seniority rights upon retirement, resignation, or discharge for reasons that are not arbitrary and capricious, or upon leaving the bargaining unit.

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

   The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), in their consideration to determine any layoffs or recalls prior to October 1 of each school year.

D. 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.

E. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 5.1 (Insurance Article) until the end of the following month of the effective date of the layoff. If notice is given prior to the end of the school for the next school year, coverage will continue through 08/31, as earned. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA). The Board shall give written notice of changes in employment status by sending a registered or certified letter to said teacher's 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 notices to the teacher.

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F. 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.

G. Teachers shall receive tentative notification of their assignment for the next school year by June 1 or the first available date before classes begin.

2.6 Discipline of Teachers

A. A progressive approach to discipline shall be followed to the extent required by law, however the Board reserves the rights to impose more severe disciplinary consequences depending on the severity of the offense.

B. The employer shall offer association representation to the bargaining unit employee if the meeting may lead to discipline. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

C. A bargaining unit employee will have the right to review the contents of all records of the Employer in their personnel file pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review.

D. No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance, shall said signature be interpreted to mean agreement with the content of the material.

E. Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated.

F. 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 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.

G. A teacher shall retain the right to have Association representation.

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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 school's 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. No complaint against a teacher shall be reduced to writing and entered into the teacher's personnel file without the name of the complainant identified and the teacher being provided with a copy of such complaint.

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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, the teacher 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.

C. To ensure safety and security for all members of the school family (students, staff and

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community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt-out of any training that may be offered, their personal decision will not adversely affect placement, evaluation, or any other aspect of their employment.

3.3 Hours and Conditions

A. Teachers are to attend all school assemblies to help maintain student order, unless said assembly occurs during the teacher's regularly scheduled planning period, in which case the teacher's attendance at the assembly shall be voluntary.

B. All teachers are required to attend faculty meetings.

C. In addition to teaching, each teacher shall be responsible for a portion of the miscellaneous services and activities of the school such as are a part of the normal school operation or are a part of the teacher's program of instruction.

D. 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.

E. Semester and final exam schedules for the secondary high classes shall be established each year after consultation between the administration and Association.

F. All high school and junior high school teachers will have at least one unassigned preparation period per day. Teacher's shall not be required to monitor students during their preparation period.

G. All elementary teachers will have, averaged on a weekly basis, one unassigned preparation time equal to one high school class period per day. Should elementary special classes be canceled because of circumstances such as the absence of a teacher for of such class, elementary teachers required to take students during such time and losing preparation time as a result shall be compensated at the rate listed in Section 6.4B Extra Duty.

H. All teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to student lunch hour unless there is an emergency.

I. The superintendent will consult with the elementary teaching staff members to structure shared recess supervision and to coordinate the school schedule relative to art, music, lunch, and other special classes. The purpose of this cooperative effort is to enhance the opportunities for planning time, as uniformly as possible and common when practicable.

J. Recess time shall not exceed thirty (30) minutes and must be supervised by a certified teacher.

K. 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.

L. The workday for teachers will be from 7:45 a.m. until fifteen (15) 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.

M. On days when students are dismissed early, except on contractual in-service or professional development days, the teacher workday will end at 2:55 p.m. provided the teacher is fully prepared for the next working day.

N. It is understood that teachers are not required to report to work on days in which school has been canceled due to inclement weather or other unforeseen circumstances of an emergency nature.

O. 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

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clock hours of instructional time if such action would be outside the Board's authority under Section 2.7 B. 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.

P. 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.

Q. 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.

R. 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.

S. Staff meetings shall be pre-scheduled and the established schedule shared electronically 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).

T. 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.

U. 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.

V. 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.

W. When working under normal teaching conditions (not to include the Lancer Leap project term) no full time teacher shall be required to teach without a preparation period. In the event administration requests and a teacher accepts the assignment to teach without a preparation period such teacher shall be compensated at a rate of $7200 per year for preparation required for such a class.

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X. 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 be accompanied by an administrator or other authorized school district or ISD employee, be covered by the school liability insurance and/or "errors and omissions" policy with at least $1,000,000.00 coverage, be offered use of a school vehicle, be authorized by the appropriate administrator, and be reimbursed for time spent outside of the teacher's regularly scheduled work day, including travel, at the rate listed in Section 6.4B Extra Duty.

Y. Teacher's required to teach a Lancer Leap class in lieu of a preparation period shall be compensated at a rate of $720.

Z. Whenever a teacher is requested by an administrator to substitute for another teacher during their planning period, the teacher who performs the substitution shall be paid at the rate listed in Section 6.4B Extra Duty.

AA. Whenever a teacher is required to attend a meeting during their planning period or after-school, such as an IEP or behavior plan, the teacher shall be paid at the rate listed in Section 6.4B Extra Duty. For meetings occurring after school, time to be paid shall begin at the time that the teacher is no longer required to be in the building as established in Section 3.3L. Administration attending said meeting reserves the right to excuse the teacher once the teacher's required participation in the meeting has concluded.

BB. Any Elementary teacher who is asked to teach a class comprised of more than one grade will be compensated in the amount of $7,200 in addition to their regular salary.

CC. Teachers and their-spouses/children will be admitted free to all athletic events.

DD. It is understood and agreed that teachers will be responsible for sponsoring classes in grades 11 and 12.

EE. 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.

FF. Any teacher choosing to eat lunch in the cafeteria, detention room, in-school activity/group, or similar situation with students for the entire lunch hour period shall be granted a free lunch for that day.

3.4 Class size

A. The Board agrees to a class load of thirty (30) students for all academic areas other than those restricted by the facilities or equipment such as biology, physics, chemistry, and graphics which shall be limited to 24 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 class load 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

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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 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.

3.6 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

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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.

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.

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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.

3.7 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 students with disabilities

A. If any teacher, in writing, advises the administration and reasonably believes that a student with disabilities 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. In general education classrooms:

Any teacher who will be providing instructional or other services to a student with disabilities 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.

1. 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.

2. The student with disabilities '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 student with disabilities and the other students in the classroom to be entered.

3. 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 students with disabilities 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 student with disabilities 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 students with disabilities.

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C. 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 students with disabilities. 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.

3.8 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.

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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 date, 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.

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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 up to that which is allowed by FMLA.

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 their 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 they would have been had they 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 their 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.

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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 their child, at their option.

The bargaining unit member may request to terminate the leave any time 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.

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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 their full teaching duties, such teacher's assignment may be adapted to their 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 fifty (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 their leave to recover from their 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 there from 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 their 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 four days per year for personal business. These may be used for any purpose at the discretion of the teacher. A teacher planning to use a day or days for personal leave shall notify their principal at least one day in advance, except in cases of emergency.

Up to one personal day may be granted on the day immediately prior to or the day immediately following winter and/or spring breaks at the discretion of the superintendent. No more than two consecutive personal days may be taken, unless prior approval is given by the superintendent.

2. The Board shall furnish each teacher with electronic access of their total sick leave credit.

3. Absence due to illness or injury incurred in the course of the teacher's employment shall not

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be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between their 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, they are 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, or retiring or employment with the district shall be reimbursed at the above rate for all unused sick days 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. LEAVE NON-USE INCENTIVE

1. A Teacher who shows exceptional care in non-use of available days under section 4.2.B.1.a, d, and e shall be given the following bonus on the last pay of the school year.

0 days used for the school year $750.00
1 day used for the school year $500.00
2 days used for the school year $250.00

SECTION V – COMPENSATION

5.1 Insurance Benefits

A. On an annual basis, the board shall provide an amount equal to the full legislatively established capped amounts as specified in Public Act 152 of 2011, inclusive of annual increases as identified by provisions of Public Act 152 of 2011, toward the cost of the employee's health care premium.

- At any time, the association may approach the Board to initiate changes in the medical benefit plan and/or carrier.
    - Additionally, benefits fully paid by the board for each employee shall include:
    - Delta Dental Plan 100/80/80/:$1,000 80:$2000
    - Negotiated Life $50,000 with AD&D
    - Vision plan VSP3+ 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.

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

- Delta Dental Plan 100/80/80/:$1,000 80:$2000
- 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 legislative cap amount as defined in section a above, inclusive of annual increases, toward any of the MESSA options. The employer shall provide a cash option in lieu of health benefits of $575 per month ($6900 annually) for the 2026/2027 school year 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 or HSA should the association elect to move to an HSA plan. 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. Employees electing health insurance shall have the employer cap contribution deposited into their HSA if the monthly premiums are below the hard cap amount. The amount elected for this shall be determined by the employee each year and the employer contribution shall be made in equal payments from September through June 20 in equal installments. The remainder of the total annual employer Hard Cap contribution shall be paid towards the cost of the MESSA medical plan premium. If the plan premiums are above the hard cap amount, the remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Any amounts exceeding the employer subsidy share may be payroll deducted.

C. Benefits for at least half-time, but less than fulltime employees shall be prorated to an equivalent portion based on the employees FTE.

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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 2026-2027 school years it shall include increases according to the following schedule:

- **2026-27**
  - Full advancement on Steps + Lanes
    - 0% on-schedule salary increase
    - 4% employer paid board annuity match of a member's gross contractual salary will be paid into either an existing or newly approved annuity account of the member's choice, provided the member has contributed at least 4% of their gross contractual salary into that plan. The district match payments shall be paid out on the last pay of the fiscal year.
  - **Enrollment-Based Off-Schedule Stipend**
    - Each bargaining unit member shall receive a one-time off-schedule stipend based on the final audited Fall 2026 K-12 student count, rounded down to the nearest whole number for all purposes under this provision. If the rounded count is less than 206, no stipend shall be paid. If the rounded count is 206 or greater, each bargaining unit member shall receive $300 for each whole student by which the rounded count exceeds 205, up to a maximum stipend of $3,000 per bargaining unit member, with the maximum reached at a rounded count of 215 or greater.
    - This stipend is off-schedule, shall not be incorporated into the salary schedule, and shall not be considered salary for purposes of future compensation calculations.
    - The stipend shall be paid in a lump sum on the second payroll of March 2027.

B. Newly hired teachers may be given credit for experience teaching in other school districts including other public schools, community colleges, business schools, colleges and universities, parochial schools, or other educational institutions as determined by the school board. This system credit will be negotiated at the time of hire.

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.

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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 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.

C. Extra duty assignments are not subject to tenure.

D. Pay for extra duty will be in installments while the duty is being performed with the exception of athletic coaching positions. Pay for athletic coaching positions shall be made at the conclusion of the activity upon approval of the athletic director.

5.4 Mentor Teacher Program

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. If possible, 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.

F. The mentor and mentee shall work together to set an after-school meeting schedule to support the probationary teacher.

G. Mentor teachers shall be compensated at a rate of $300/semester.

5.5 403 (b) and 457 (b) Tax Deferred Annuity 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.

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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. There will be a plan document, consistent with all legal requirements.

2. All bargaining unit members are eligible to participate in the plan.

SECTION VI – MISCELLANEOUS

6.1 Miscellaneous

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

B. 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 $40.00 per day with rooms at reasonable rates for a standard room as determined by the superintendent. Teachers will not be required to share beds with other staff members.

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. At the superintendent's discretion, 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.

C. 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,

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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.

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.

6.2 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

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instructor per year as long as it meets the criteria explained in number 1 above.

6.3 Grievance Report Form

GRIEVANCE # Ellsworth Distribution of forms: School District

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

Submit to Principal in Duplicate
Building Filed Assignment Name of Grievant Date Filed 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.

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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.

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6.4 Schedule B – Extra Curriculum Duty

Athletic coaching salary schedule

	Step				
Sport	**1**	**2**	**3**	**4**	**5**
Varsity • Volleyball • Cross Country • Softball • Baseball • Track	$3,445	$3,710	$3,975	$4,240	$4,505
Varsity • Basketball	$4,505	$4,770	$5,035	$5,300	$5,565
JV • Volleyball • Basketball	$2,650	$2,809	$2,968	$3,127	$3,286
Middle School • Volleyball • Basketball • Track	$1,908	$2,067	$2,226	$2,385	$2,544

The above listed coaching stipends shall be adjusted annually by the same percentage raise provided to EEA members under Section 5.2A of this contract.

Advisors

Based on student interest, the District shall provide advisors for the following clubs/groups paid at the below listed rates per school year. Should the District choose not to sponsor any of the listed clubs/groups, no advisor shall be paid for that school year.

- 11th Grade Class Advisor - $1500
- 12th Grade Class Advisor - $625
- Middle School Student Council - $625
- High School Student Council - $1500
- National Honor Society Advisor - $1500
- Quiz Bowl Mentor - $625
- Robotics Coach - $1875
- FFA Advisor - $1500
- Yearbook Advisor - $1500
- Washington D.C. Trip Advisor - $1000
- Model U.N. Advisor - $1000
- Band Director Extra Duties - $1500

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Extra Duties

At the request of administration, and on a voluntary basis unless otherwise indicated, the district agrees to pay association member teachers for any of the below listed duties at an hourly rate of $37.50 for the 2026/27 school year.

- Detention Supervisor
- MS/HS home athletic game management MS/HS Lunch Supervision
- The administration reserves the right to assign a staff member on a rotating basis if there are no volunteers
- Elementary Lunch Recess Supervision
    - The administration reserves the right to assign a certified teacher on a rotating basis if there are no volunteers.
    - Schedule determined by the administration
    - This does not include Professional Development that occurs as a part of the contracted school day/year or any professional development that individual teachers choose to attend outside of the District or in a remote/online fashion.
- Summer Professional Development
    - With administration approval teachers may participate in up to 12 hours of district provided professional development during the summer months.
    - Teachers will obtain preapproval for any summer professional development to ensure that it correlates with district/building/individual improvement goals.
    - Administration may require proof/product of successful completion of professional development prior to issuing payment.
- Afterschool tutoring
- PBIS Leadership Committee
    - Each building's (elementary and middle/high school) PBIS Leadership Committee will be composed of a maximum of one (1) PBIS Coach and (3) School Leadership Team members being paid under this contract.
- Addition extra duties that fall outside of the professional obligations as outlined in this contract and agreed upon by the Administration and Association shall be paid at the rate listed in this section.

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6.5 Salary Schedule

Ellsworth Community Schools MEA Scale
2026-2027 Salary Schedule

Step	BA	BSA+20	MA	MA+15
1	45,444	47,717	48,690	49,909
2	47,708	50,096	51,124	52,402
3	49,991	52,487	53,567	54,907
4	52,436	54,877	55,998	57,397
5	54,534	57,262	58,426	59,887
6	56,808	59,644	60,855	62,376
7	59,074	62,031	63,302	64,884
8	61,347	64,416	65,733	67,377
9	63,623	66,799	68,168	69,871
10	65,896	69,191	70,597	72,362
11	68,166	71,572	73,035	74,861
12	68,166	71,572	73,035	74,861
13*	70,211	73,719	75,226	77,107
14	70,211	73,719	75,226	77,107
15	70,211	73,719	75,226	77,107
16**	72,318	75,931	77,483	79,421
17	72,318	75,931	77,483	79,421
18	72,318	75,931	77,483	79,421
19	72,318	75,931	77,483	79,421
20	72,318	75,931	77,483	79,421
21	72,318	75,931	77,483	79,421
22***	74,487	78,209	79,807	81,803

*After 12 yrs of teaching experience at Ellsworth Community School the bargaining unit member shall receive 3% above the last step of the salary schedule. This increase is reflected in Step 13. No additional longevity payment should be made.

**After 15 yrs of teaching experience at Ellsworth Community School the bargaining unit member shall receive 3% above the 13th yr longevity pay. This increase is reflected in Step 16. No additional longevity payment should be made.

***After 21 yrs of teaching experience at Ellsworth Community School the bargaining unit member shall receive 3% above the 16th yr longevity pay. This increase is reflected in Step 22. No additional longevity payment should be made.

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6.6 Acceptance and Ratification

This agreement shall become effective on the first day of September 2026, and shall remain in full force through the thirty-first day of August 2027.

Ellsworth Community School Board

BY: _____
President

BY: _____
Secretary

BY: _____
Superintendent

Northern Michigan Education Association (Representing Ellsworth Education Association)/MEA/NEA

BY: _____
EEA President/Chief Negotiator

BY: _____
NMEA President

BY: _____
NMEA Staff Liaison