

AGREEMENT
BETWEEN THE
ECORSE PUBLIC SCHOOLS
AND THE
ECORSE FEDERATION OF TEACHERS
Local 1425, American Federation of Teachers, AFL-CIO

2021-2022
2022-2023
2023-2024

ECORSE PUBLIC SCHOOLS, WAYNE COUNTY
ECORSE, MICHIGAN 48229

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This agreement is entered into this 14th day of June 2021, by and between the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter called "The Board", and the Ecorse Federation of Teachers, Local 1425, American Federation of Teachers, AFL-CIO, hereinafter called "The Union."

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ARTICLE I

PREAMBLE

Recognizing that providing quality education to students is the paramount aim of the Board of Education and the Union and that the character of such education depends largely upon the quality and morale of the teaching service, we hereby declare:

Whereas, the Union recognizes that the Board, under Law, has the final responsibility for establishing policies for the district not inconsistent with the terms of this Agreement and the law; and

Whereas, the Board recognizes that teaching is a profession;

Whereas, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

Whereas, the Laws of the State of Michigan authorize public employees and public employers to enter into agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees; and

Whereas, at a representation election held on December 14, 1965, the Union was selected by a majority of the employees of the Board covered by this Agreement as their exclusive representative to the extent required by Act 379 of the Public Acts of 1947, as amended, for purpose of collective bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment, and was duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan on December 14, 1965, and formally recognized as such by the Board on December 20, 1965; and

Whereas, at a consent election held on April 2, 1968, the Union was selected by a majority of the employees of the Board covered by this Agreement as their exclusive representative in accordance with the provisions with purpose of the Public Acts of 1939, as amended, or of the Public Acts of 1947, as amended, for the purpose of collective bargaining with the Board with respect to rates of pay, wages, hours of employment and other conditions of employment, and was duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan on April 15, 1968; and

Whereas, during the school year 1965-66 and following extensive negotiations between representatives of the parties, certain understandings were reached between representatives of the Board and of the Union concerning such matters; and

Whereas, the Board and the Union desire to incorporate such understandings into a written agreement in the belief that such action is in the best interest of the residents of the Ecorse Public Schools District, the students attending school therein, and the teachers represented by the Union. Now, therefore, in consideration of the following mutual covenants, the Union and the Board hereby agree as follows:

ARTICLE II

RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for all pre-kindergarten, elementary and secondary teachers, including relief teachers, school nurse if certified, special education teachers, school psychologists, visiting teachers, counselors, emergency substitutes in regular positions serving in any of the above classifications, and all other non-supervisory personnel on a classroom teacher salary schedule, all of whom are hereinafter referred to as "teachers."

ARTICLE III

CONDITIONS FOR RE-EMPLOYMENT OF TEACHERS

The conditions for re-employment of teachers are made a part of this Agreement and attached hereto as Appendix E

ARTICLE IV

RIGHTS OF THE BOARD

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

- (1) To the Executive Management and Administrative control of the school system and its properties and facilities, and the activities of its employees:
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

- (6) It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board of Education and during the terms of this Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceedings under the grievance procedures.
- (7) It is understood and recognized according to the terms of M. C. L. 423.215, the Board retains the sole prerogative to determine the start of the school year.

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

Use of School Equipment and/or Supplies Prohibited

The use of the equipment and/or supplies owned by the Ecorse Public Schools, of any kind or nature, for teacher organization is expressly prohibited. Any violation of this section will result in a mandatory conference between the Superintendent of Schools and the Union President and, further, will result in the mandatory filing of a complaint with the Michigan Employment Relations Commission.

The foregoing paragraph applies specifically, but not exclusively, to the following equipment and supplies:

Equipment

- A. Typewriters
- B. Spirit Duplicators
- C. Mimeograph Machines
- D. Copying Machines
- E. Print Shop Equipment
- F. Photographic Equipment
- G. Journalism Equipment
- H. Computers, Printers, Scanners
- I. Digitized Cameras

Supplies

- A. Paper
- B. Spirit Duplicator Master Carbon
- C. Wax Stencils
- D. Computer Diskettes
- E. C. D. ROMS
- F. Transparencies

Article V

FAIR EMPLOYMENT PRACTICES

The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teacher based on race, creed, color, national origin, sex, marital status, height, weight, disability, or membership or participation in the activities of the Union or any other employee organization.

The Union agrees that it will admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, height, weight, disability, or prior membership or past participation in the activities of any other employee organization.

The Union and the Board agree to work affirmatively in implementing their mutual objective of effective integration of faculties and student bodies in all Ecorse Public Schools.

The Board agrees to continue its policy of providing full rights and fair and just treatment and due process to teachers, particularly with reference to discipline and discharge.

Article VI

UNION SECURITY

The employer and the Union, recognizing that the benefits of the collective bargaining contract accrue to all members of the bargaining unit, regardless of whether or not such members belong to the Union, accept the following conditions of continuing employment:

- A. All teachers within the bargaining unit shall be free to join or not to join the Union.
- B. Within thirty (30) days after employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization form permitting the deduction of dues and the assessments of the Union.
- C. Any member of the bargaining unit who has not joined the Union during such period, or has joined, has not remained a member, shall immediately execute an authorization form permitting deduction of a service fee which shall be a sum equal to the Union dues which have been established by the Union for the then current school year.

The non-members will receive a rebate equal to their portion of non-chargeable expenses. Teachers hired mid-year will receive a prorated portion. The rebate will be equal to total non-chargeable expenses divided by the number of teachers in the district. This check will be issued in June by the Treasurer of the Ecorse Federation of Teachers.

- D. The Board agrees to provide the Union with an alphabetized listing of the names of all employees in the bargaining unit, including the date of employment for all new hires. The Union agrees to notify all employees in the bargaining unit (those employees at the time of the execution of this Agreement, as well as newly hired during the term of this Agreement or its extensions or renewals) of the above-stated thirty-day period. The Union shall deliver to the Business Office an executed authorization form signed by the individual teacher together with an alphabetized list of teachers for whom such forms are submitted.
- E. The Union agrees to provide for all teachers who are members of the bargaining unit the same degree of representation and protection (including but not limited to legal counsel and insurance benefits) as are enjoyed by the Union members.
- F. Any teacher who does not tender either the authorization for payroll deduction of Union dues or authorization for deduction of the service fee, as set forth above, or has not paid the same directly to the Union, shall not be retained in the bargaining unit and his/her employment with the Employer will be terminated. No employee shall be terminated under this Article, however, unless:
1. The Union first has notified him/her by letter addressed to his/her last known address concerning such delinquency and warning him/her that, unless such delinquency is corrected within seven (7) days, he/she will be reported to his/her Employer for termination from employment as provided herein.
 2. The Union has furnished the Employer with written proof that the foregoing procedure has been followed but the employee has not complied, and, on this basis, the Union has requested that he/she be discharged.
 3. The employee will be discharged at the close of the school year unless the Employer receives proof prior to that time that the employee has complied with this Article.
- G. In the event that a teacher is dismissed for failure to tender the required authorized amounts and is, subsequently, offered re-employment by the school system, such unpaid amounts for the school year in which the teacher was dismissed only shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.
- H. Nothing herein shall be construed as forcing or inducing any member of the bargaining unit to become a member of the Union.
- I. Any legal fee incurred related to litigation concerning any or all of the provisions of this Article shall be borne totally by the Union.
The Union, further, will protect and save harmless the Employer from any and all claims, demands, suits, and any forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Article VII

RIGHTS OF THE UNION

7.1 Access to Board Information

The Board shall make available to the Union, upon its reasonable written request, any and all official, and/or public information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of this Agreement.

7.2 Use of School Facilities

The Union shall be permitted the use of school buildings after school hours without charge for meetings, as follows:

No more than one general meeting a month.

These meetings shall not discuss partisan politics or have citizen participation. Attendance shall be limited to members of the bargaining unit, Union representatives, and professional resource people. Room clearance shall be made with the building principal involved at least 24 hours in advance.

Any reasonable request for additional use of school facilities will be given favorable consideration by the Board.

7.3 Use of Bulletin Boards and/or Mail Boxes

The Union shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other materials relating to Union activities. The Union Building Representative shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics or non-partisan politics shall be posted.

The Union shall have the right to place material in the teachers' mailboxes, excepting that no material concerned with partisan politics or non-partisan politics shall be placed therein.

All materials posted or placed in teachers' mailboxes, shall relate to the official business of the Union, such as notices of meetings and social events, announcements of results of Union meetings or elections, and the like, and be signed by a designated Union official. Further, a signed copy shall be delivered to the administrative leader before posting or placement in school mailboxes.

Pupils shall not be involved in the delivery of Union communications.

- 7.4 Dues Deductions: [MOVED DUE TO LEGISLATION RULES]
- 7.5 Michigan Credit Union: Section deleted
- 7.6 Union Consultation

The Superintendent will, upon written notification from the Union designating the Union Building Representative and his/her alternate teacher designee, inform the administrative leader of such designation. The educational leader will recognize the Union Building Representative so designated as the official representative of the Union in the school. The Union will notify the Superintendent of Schools in writing within three (3) days of any change in said designation.

To further the statements in Article I of this Agreement that "The Board recognizes the educational expertise of teachers and views the consideration of educational matters as a mutual concern" and "that providing quality education is the paramount aim of the Board and the Union, and that the character of such education depends largely upon the quality and morale of the teaching service," the following two procedures are established:

- (1) Regular bi-monthly meetings will be held during the months of September, November, January, March, and May between the educational leader and the Union Building Committee to consult on policies and programs that will advance these goals. These meetings will not continue any longer than is necessary to complete the stated agenda of the meeting. The parties will exchange proposed agendas one week prior to the meeting.
- (2) Regular bi-monthly meetings will be held during October, December, February, April, and June between the Superintendent and the Union to consult on policies and programs that will advance these goals. These meetings will not continue any longer than is necessary to complete the stated agenda of the meeting. The parties will exchange proposed agendas one week prior to the meeting.

In both instances, these meetings normally will be held after the school day.

In both instances, special meetings may be held upon mutual agreement between the parties.

7.7 Teacher Representation

When the Board desires teacher representation on any committee, agency, commission, or other such body established by the Board, it shall consult with the Union and request of the Union its recommendation. The Union's recommendation shall be guided solely by the competence required by the appointment and shall canvass the qualifications of all teachers without regard to membership or non-membership in the Union. The decision of the Board in making its selection of such a committee shall be final.

7.8 Staff Representation

A Union Staff Representative of the Michigan Federation of Teachers or the American Federation of Teachers, other than an employee of the Ecorse Public Schools, shall be permitted to enter into discussions with employees during working hours, provided that such meetings do not interfere with the functioning of the school. Prior to entering into such discussions, such Union Representatives shall secure authorization from the Office of the Superintendent.

7.9 Appearance at Board of Education Meetings

At any time the Union wishes to be on the agenda of a regular Board meeting, it shall make its request no later than 12:00 pm on the Wednesday immediately preceding the Board meeting. The request shall be made to the Superintendent of Schools and shall indicate the spokesman for the Union, together with as much information as is possible on the subject on which the Union wishes to appear, so that the Board may prepare itself. The Board shall not deny the Union's request to be on the agenda of the meeting.

7.10 Meetings at Central Office

Whenever members of the bargaining unit are mutually scheduled by the parties to participate, during working hours, in conferences, meetings or negotiations at the Central Administrative Offices, they shall suffer no loss of days from personal or sick leave bank and no loss in pay, and substitutes shall be provided.

7.11 American Federation of Teachers Insurance Program

Each teacher may authorize the Payroll Department to deduct a designated amount from his/her biweekly pay for premiums to the American Federation of Teachers' Insurance Program. Authorization for this deduction must be in the Business Office at least two weeks prior to the first pay in October. This deduction is to continue with each biweekly check for the remainder of the school year.

Authorization forms are available in each educational leader's office.

7.12 Union Conferences

The Union President or his/her designee shall receive a total of not more than five days during the school year to attend local, state, and national organizational meetings and conferences. These days must be approved by the Superintendent. The Union will reimburse the Board of Education for the cost of substitutes used during these absences and the Union shall cover all expenses incurred as a result of attendance at such meetings.

7.13 Arbitration Proceedings

The Union will be authorized five (5) days per year for the Union President, or his/her designee, for Arbitration Proceedings. These days must be approved by the Superintendent. The Union agrees to reimburse the Board of Education for the cost of substitutes used during these absences and the Union shall cover all expenses incurred as a result of attendance at such proceedings. Unused days may be carried over to the next school year so long as the total days available under Section 7.12 and 7.13 do not exceed 15 days in any given school year.

7.14 Released Time for Union President

The Union President shall be permitted to use four (4) hours per month not to exceed forty (40) hours per school year to be arranged between the Superintendent of Schools and the Union President for conducting Union business. The Union will reimburse the Board for the cost of substitutes for each hour used.

7.15 In-service Attendance

See 11.7 M

Article VIII

GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance is a complaint by a teacher, or by the Union in its own name, that there has been a deviation from, or the misinterpretation or misapplication of a policy; or that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Section 2. Procedure for Adjustment of Grievances

Grievances shall be presented and adjusted in accordance with the following procedures:

Informal Conferences:

- A. A complaint shall first be discussed with the educational leader of the school with the objective of resolving the matter informally:
1. By a teacher in person on his/her own behalf, or;
 2. By a teacher accompanied by the Union Building Representative, or;
 3. Through the Union Building Representative if the teacher so requests, or;
 4. By the Union Building Representative in the name of the Union.

Step 1. In the event the matter is not resolved informally, the grievance stated in writing, may be lodged with or submitted to the educational leader of the school within thirty calendar days following the act or condition, which is the basis of the grievance. The written grievance shall be signed by the aggrieved teacher if any.

- A. The grievance may be lodged and thereafter discussed with the educational leader:
1. By the aggrieved teacher in person on his/her own behalf, or;
 2. By the aggrieved teacher accompanied by the Union Building Representative, or;
 3. Through the Union Building Representative if the aggrieved teacher so requests, in writing, or;
 4. By the Union Building Representative in the name of the Union.
- B. Within six working days after receiving the written grievance, the educational leader shall communicate his/her decision, in writing, to the Union Building

Representative, President of the Union (2 copies), and to the aggrieved teacher, if any, who lodged the grievance.

Step 2. Within six working days after receiving the decision of the educational leader, an appeal from the decision may be made to the Superintendent of Schools or his/her designated representative. The appeal shall be in writing and shall be accomplished by a copy of the appeal at Step 1 and of the decision at Step 1.

A. The Superintendent of Schools shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants in this conference shall be those who participated in Step 1 and the President of the Union, and/or Chairman of the Grievance Committee or his/her designated representative unless the grievance is being processed by the aggrieved teacher in person on his/her behalf. Participants in this conference shall be given at least two working days' notice of the conference.

B. Within eight working days after receiving the appeal, the Superintendent of Schools shall communicate his/her decision, in writing, together with supporting reasons, to the educational leader, the Union Building Representative, the Assistant Superintendent for Instruction and Personnel, the Chairman of the Union Grievance Committee, the President of the Union, and to the aggrieved teacher, if any.

Step 3. Within ten working days after receiving the decision of the Superintendent of Schools, an appeal from the decision may be made to the Board. This appeal shall be in writing and shall be accompanied by a copy of the appeal at Step 2 and of the decision at Step 2.

A. No later than ten working days after receipt of the appeal, the Board shall schedule a hearing on the grievance to be held at the next regularly scheduled board meeting. Participants in this hearing shall be those who participated in Step 2 and counsel for the union unless the grievance is being processed by an aggrieved teacher in person on his/her own behalf. Participants in this hearing shall be given at least three working days' notice of the hearing.

B. Within five working days after the hearing on the appeal, the Board of Education shall communicate its decision in writing, together with supporting reasons, by forwarding a copy of the decision to counsel for the Union, to the aggrieved teacher, and five copies to the President of the Union.

C. The decision of the Board of Education shall be binding during the processing of any appeal therefrom and until reversed or modified by a higher authority.

Step 4. If the grievance is still unsettled, either party may, within twenty (20) calendar days after the reply of the Board of Education or its designated representative of the Board of Education is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within thirty (30) calendar days after notices have been given. If the parties fail to select an arbitrator, the American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party.

Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant.

The costs for the arbitrator's service, including his/her expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expense.

- Section 3. Except for mediation and fact-finding procedures, hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend and no such hearing shall be held during the school day.
- Section 4. If a grievance arises from the action of authority higher than the educational leader of a school, it may be initiated at the appropriate step of this procedure.
- Section 5. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement or established policy.
- Section 6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance. Failure to file a grievance within the period specified in Step 1 shall bar the grievance.

The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

- Section 7. The Union shall have the right, within the time limits specified, for appeal to the Next Step to appeal the decision on a grievance in which it did not participate.
- Section 8. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced by written agreement so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- Section 9. Nothing contained in this Article shall be construed to deny to any teacher his/her rights, under Section II of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965.
- Section 10. Cases involving the tenure of a teacher shall be processed in the manner prescribed in the General School Laws of the State of Michigan.
- Section 11. In the event that a teacher decides to file a grievance on his/her own behalf, the Union shall be accorded the opportunity to be present at all procedures under Steps 1 through 3.

Article IX

SPECIAL SERVICES

The Board agrees to continue to provide the following programs:

- (1) Special Education for special needs students
- (2) Psychological and psychiatric services
- (3) Library services for high school
- (4) Health services
- (5) Remedial instruction
- (6) Visiting teacher

Article X

RIGHTS OF THE TEACHER

10.1 Board Support of Teachers in Performance of Duties

The Board shall recognize its responsibility to give support and assistance to all teachers with respect to maintenance of control and discipline in the classroom by informing students and their parents at the beginning of the school year or as near as it is practically feasible, of the "Student Code of Conduct".

Any case of unprovoked assault upon a teacher will result in prompt suspension of the student and shall be promptly reported to the Board or its designated representative for consideration as to the future status of said student in the Ecorse Public Schools. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authority.

If any teacher is complained or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will indemnify the teacher of reasonable legal fees incurred in defense of such action, in the event that the teacher is determined to be not liable of any civil and/or criminal charges as a result of such action, to the extent that such legal fees and/or other costs are not covered by insurance.

To the extent provided for under Section 10.7.1, II. C., paragraph two, teacher will lose no pay or sick leave days as a result of injury caused by an assault of said teacher while in the performance of his or her duties.

Teachers are expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any property when such loss or damage is not the fault of the teacher.

A teacher shall, at times, be entitled to have the Building Representative present when it is necessary for him/her to have a conference with the educational leader. In no event shall disciplinary action take place in front of students, parents, or non-supervisory school personnel, other than the teacher-requested Union representative.

10.2 Promotions, Reassignments, and Transfers

The Board and the Union recognizes that an optimum educational environment includes a teacher who is working within his/her area of special competence and in the school setting best suiting his/her personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires for promotions, reassignment, or transfer. Procedures shall be established to explore such expressed interests as described in the following sections:

10.2.1 Promotions

For this Article, a promotion shall mean a change to an administrative position.

During A Time When School Is in Session

Notices of all promotional vacancies and newly created promotional positions shall be prominently posted in an appropriately designated place in each school for not less than six working days after the vacancy or new position is determined to exist. A copy of such notice shall also be forwarded to the Union. The Board may fill positions on a temporary or substitute basis without giving notice, provided that the Board shall, within four (4) weeks from the date of filing such position, temporarily notify applicants from within the district whether their application is accepted, rejected, or still being considered. The Board reserves the right to solicit and/or accept applications from candidates outside the Ecorse Public School System.

Job descriptions of each supervisory and/or administrative position shall be published by the Board no later than November 30, 1967. Official changes in such descriptions shall be published as they arise.

The criteria to be met by the qualifications required of applicants for such positions shall likewise be published by the Board at the same time as are the job descriptions.

All applicants meeting the criteria and qualifications shall be entitled to an interview.

Where criteria are met and qualifications among applicants are relatively equal, seniority and the needs of the students and the district within the Ecorse Public Schools shall be the determining factor. In making selections from among the applicants for promotional vacancies, the Board may deviate from the principle of seniority when such deviations would best serve the instructional requirements and student needs. Such deviations however shall be made in good faith and not arbitrarily, capriciously, or without rational basis.

During a Time When School is Not in Session

Notices of all such vacancies and newly created positions shall be given by mail to all teachers not less than two weeks before the closing date for filing applications as soon as the vacancy or new position is determined to exist.

Other such vacancies that occur as the result of announced intent to resign at the end of the school year shall be announced periodically as they are determined.

All appointments shall be made in the manner specified above for making appointments when school is in session.

10.2.2 Reassignments and Transfers

For this Article, a vacancy occurs when there is a need in an allocated position for a teacher as a replacement as a result of expansion, retirement, or promotion. The Union shall be notified when a vacancy occurs.

Notices of vacancies, which occur in classroom positions, shall be promptly posted in each building as is designated. Notices shall be posted for not less than five (5) working days to allow individual teachers the opportunity to bid on the position.

Positions eliminated because of necessary staff reductions, declining enrollment, or a decision to alter course offerings are not considered vacancies and need not be posted. The Union shall be notified when positions are eliminated.

Vacancies shall be filled first by teachers who are certified and qualified. Where applicable, qualified shall mean meeting the standards established by the North Central Association of Schools. The successful bidder will be the person most qualified. If all the applicants are equally qualified, the determining factor for awarding the position will be seniority. Because teacher qualifications in pilot programs may be unique and specialized, the Board reserves the right to deviate from the principle of seniority in awarding these positions. The Board may hire a new teacher if no eligible candidates currently employed have bid on the posted position within the bid period or if no laid-off teacher meets the qualifications. This provision also includes the pilot alternative education project for high school students beginning September 1999. All teachers will be members of the Union but their work rules, reporting times for work, teaching schedules, and class offerings will be determined by the Administration in the best interests of these special students. The length of the day and the number of days worked must conform to the master agreement. Teachers will participate in alternative programs voluntarily.

Vacancies shall be filled as they arise. The Board and the Union recognize that when vacancies occur during the school year, it may be difficult to fill them from within the district with full-time positions without undue disruption to existing instructional programs. Therefore, the teacher awarded the posted position shall be notified promptly, but the physical transfer of the successful bidder will occur at the beginning of the next semester. Notices of vacancies occurring when school is not in session shall be sent to all teachers not less than two weeks before the closing date for bidding on the position.

Successful applicants for vacancies may not apply for a subsequent vacancy occurring during the school year in the same building in which he/she has been awarded a position.

In making its selection from among the applicants for a vacancy, the Board may deviate from the principle of seniority when such deviation would best serve the instructional requirements and best interest of the school system. Such deviation, however, shall be made in good faith and not arbitrarily, capriciously, or without rational basis. (This paragraph is subject to the provisions of a Memorandum of Understanding dated March

15, 1982.) Only tenured, certificated contract staff members shall have the right to bid on job postings.

To further the provisions of this Agreement between the Board and the Union, as contained in Article V of this Agreement, transfer and reassignments may be directed or denied when such direction or denials is for this purpose of integrating school faculties. Direction or denial of a transfer for this purpose shall follow, whenever possible, the specifications and procedures hereinbefore state and shall be made in good faith and not arbitrarily, capriciously, or without rational basis.

Seniority for purposes of this section is defined as:

IN THE ELEMENTARY SCHOOLS:

(a) Length of time the teacher has continuously taught in the elementary grades in the Ecorse Public Schools.

IN THE HIGH SCHOOL:

(a) Length of time the teacher has taught continuously in the Ecorse High School.

10.2.3 Lay-off and Recall Procedures

If a reduction in staff should become necessary, the following procedure shall be used in determining the order of retention:

Those teachers with the greatest seniority in the district shall be retained provided they have the necessary certification and qualifications for the position, which is to be filled.

RECALL

When an opening necessitating recall occurs, teachers who have been laid off will be recalled in the reverse order in which they were laid off, provided they have met the certification and qualification (See Section 10.2.2) requirements for the teaching position which has become available. As openings occur, the Board will contact each qualified person on the "Recall List" by certified mail at the last address provided by the employee. It shall be the responsibility of the employee to assure that a correct mailing address is on file. The contact letter will indicate the position, which is open, the order of seniority of the persons being contacted, and the response date, which shall not be less than fifteen (15) calendar days. If there is no written response from the teacher to the notice of recall within fifteen (15) calendar days from the time the letter was received, the teacher's right to recall shall be terminated. The teacher shall send his/her response by certified mail. The position shall be awarded to the most senior teacher meeting the certification requirements who responds to the letter within the time limits.

If a laid-off teacher has committed himself/herself to a full-time study program or a contractual term of employment and is recalled, he/she shall have the option of returning

to work or accepting an unpaid leave of absence without loss of seniority for a period not to exceed the remainder of the school year.

Teachers shall accumulate seniority while on lay-off. When a laid-off teacher acquires new certification, he/she will present his/her new certification to the Superintendent for verification. The newly certificated laid-off teacher will issue a challenge to the least senior member of the teaching staff holding a job for which he/she is not certified and qualified. If the qualifications are valid, the Board shall recall the more senior teacher. At the teacher's request, the Board will supply information, which would help teachers to qualify themselves for other teaching positions or provide information in areas, which the Board has or anticipates future needs.

10.3 Personal Property of Teachers

The Board will reimburse teachers, in the amount of the actual cash value not to exceed \$100, nor less than \$10, for damage or destruction while on duty in the school or on school-approved duties involving pupil supervision, of this personal property of a kind normally worn or used when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money; nor shall his/her obligation extend to loss, damage or destruction of a teacher's personal property while left unattended in an automobile parked on school premises; nor shall this obligation extend to any loss or damage to a motor vehicle of a teacher. Provided, this obligation shall extend only to that portion of any such loss not covered by insurance taken out by the teacher and will be payable only after the teacher has first exhausted all possibilities of collecting for such loss under his/her insurance if any. The Board of Education shall determine the actual cash value of any loss sustained and covered by this provision.

10.4 Review of Personnel File

Each teacher shall have the right, upon reasonable request to the Superintendent of Schools; to review the contents of his/her personnel files maintained in the Central Office. The review will be made in the presence of the administrator responsible for the safekeeping of such files. The teacher may make copies of any material contained in such files.

Privileged information, such as confidential credentials and related personal references normally sought at the time of employment, are specifically exempted from such review. The administrator shall, in the presence of the teacher, remove such credentials and confidential reports from the file before a review of the file by the teacher.

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the personnel file unless such material shall have been proved to be accurate and

the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read by him/her. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

The Board shall furnish the teacher with one copy per year of any material placed in the file after July 1, 1967. The cost of any copies beyond that as so provided will be charged to the employee.

10.5 Relief from Substitute Responsibility

The Board will endeavor to hire a substitute for every absent teacher regardless of the absentee's position, except where the absentee has no direct supervision of pupils.

In the High School, teachers shall be categorized according to the area of competence and every reasonable effort shall be made to ensure that teachers desiring substitute assignments shall receive them under rostered, rotational, equitable procedure. Such assignments, however, shall be at the discretion of the building educational leader or his/her designated representative.

In the High School, in an emergency when no substitute can be hired and no teacher volunteers, a teacher will be assigned to take a class and will be paid according to the rate in Appendix C:

Every effort will be made to first assign the teacher having a preparation period during the time needed for the particular class.

When a teacher's preparation period must be assigned for other purposes, the teacher shall be compensated at the rate as specified in Appendix C.

10.5.1 Relief Teachers

Whenever a contract teacher is absent for an extended period (more than five (5) days), a day-to-day substitute will be hired for the duration of the absence whenever possible.

Assigned Substitute--BASIS FOR PAYMENT

Whenever an employee becomes ill or is unable to perform his/her duties as a teacher for an extended period, the building educational leader should attempt to use the same substitute teacher. Whenever a day-to-day substitute teacher teaches a minimum of thirty (30) consecutive school days for a specific teacher, the status of the substitute teacher is to be changed from that of a day-to-day substitute to that of an assigned substitute teacher. An assigned substitute teacher shall be paid based on the daily rate of the first step of the B.A. degree teacher's salary schedule in effect that school year. (For purposes of computing the daily rate, the 2019-2020 and 2020-2021 school year is defined as 200 school days.) An assigned substitute teacher shall be paid retroactively to the first of the

thirty (30) days he/she began teaching for that specific teacher. An assigned substitute teacher shall also be entitled to:

- A. Sick leave--one (1) day for each thirty (30) days of work.
- B. A teacher employed as a relief teacher with an assignment to one specific teaching position shall, after sixty (60) working days of service, be granted holiday pay consonant with regularly contracted certificated teaching personnel of the District.
- C. Severance pay in the amount of one-fourth of the days accumulated in his/her sick leave bank and remaining at the end of a specific assignment will be paid to the assigned substitute. Sick leave days of assigned substitutes are not transferable to any other assignments. The rate of pay shall be computed at the daily rate established for assigned substitutes.
- D. Beginning on the thirty-first (31st) day and retroactive to the first day, the assigned substitute will pay dues to the Union for the duration of his/her employment for such assignments. Under no circumstances should it be assumed that this provision can grant a contract, tenure, or seniority in this bargaining unit. The payment of dues shall not result in enhancing the employee's chances of being extended a contract, tenure, or seniority in the bargaining unit. Further, no assigned substitute will be eligible, under paying union dues, to bid on any job postings in the Ecorse Public Schools.
- E. Beginning on the forty-first (41st) day, the assigned substitute will be enrolled for single insurance benefits only for the substitute. All substitute employees will contribute 20% of the top illustrated health care rate and the Board will contribute 80%. Payments for benefits will not extend beyond the last day of the month in which the assigned substitute's assignment is terminated.

10.6 Professional Conference Attendance at Teacher's Request

In the belief that attendance at conferences, workshops, and conventions is desirable to maintain and improve professional competence and proficiency and enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.

When teachers request permission to attend conferences, workshops, and conventions, authorization to attend shall be based on rotation by seniority, professional interests, and institutional need for representation and/or leadership positions in local or regional affiliations among those who have made the requests.

Teachers authorized to attend such meetings shall receive the following reimbursement in addition to their regular salary if working school days are involved:

- 1. Conferences may be approved to a distance of a 300-mile radius from the City Of Ecorse. Any request to attend a conference beyond the 300-mile radius of the City of Ecorse

shall require the recommendation of the Superintendent and the approval of the Board of Education.

2. Transportation: Reimbursement for the use of an automobile shall be paid at the IRS rate of reimbursement for mileage on cars authorized to make the trip. If more than one teacher is making the trip, rides shall be pooled. For distances over 150 miles from the City of Ecorse, the most reasonable available transportation shall be used. If the personal car is used, the cost of the most reasonable transportation will be paid. If a teacher is unable to pool with other staff, that teacher must submit a request in writing explaining why to the Superintendent for prior approval of the trip to be reimbursed by this section.

Lodging and Meals: Minimum available lodging at the meeting site and necessary meals at actual reasonable costs will be reimbursed.

Program Registration Fees and Local Transportation shall be reimbursed at actual cost.

Upon the approval of the Board of Education, one-day visitation by teachers to other educational institutions may be granted with no loss of pay.

3. Upon return from the conference, the teacher will submit a written report detailing his/her attendance at the conference.

10.7 Leaves

10.7.1 Annual Leave Days Allowance

I. Annual Sick Leave Allowance

- A. All certified employees of the Board of Education shall be allowed certain absences. The days will be credited as follows:

All employees hired before July 1, 2011, will be credited with seven (7) days at the beginning of the school year and seven (7) more days on the first pay in February which equals fourteen (14) days.

All employees hired after July 1, 2011, will be credited with one (1) day per month for the first five (5) months and five (5) more days on the first pay in February which equals ten (10) days.

All accumulated days shall be available for the employee's use.

- B. A certified contract employee hired before July 1, 1993, may accumulate an unlimited number of days in his/her accumulated sick leave bank. A certified contract employee hired after July 1, 1993, may accumulate up to one hundred (100) sick days. Whenever an employee has reached the maximum accumulations

of days, the Board will pay the employees for any earned days in excess of one hundred (100) at the employee's daily rate of pay. Payment for unused earned sick days will be on the last pay of the month.

All certified contract employees hired before July 1, 1993, will receive 10% of their accumulated sick bank at the end of February of each school year to be paid at a rate of one-half (1/2) of their daily rate of pay until their sick bank is at 100 days.

- C. Those individuals employed for the school year who use five (5) or fewer leave days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.

II. Absences Charged to Annual Sick Leave Bank (All absences shall be reported to the administration as early as possible.)

A. Personal Illness.

- 1. All absences due to illness of an employee may be charged to the sick bank until exhausted.
- 2. An employee not able to return to work following five (5) consecutive days of absence of a personal illness must have a release from his/her doctor.

After ten (10) consecutive workdays of sick leave, a teacher must furnish a statement from his/her physician, signed by a doctor stating that the employee is fit to return to work to secure his/her next paycheck.

- 3. All absences are to be reported through a reliable standardized system as set by the employee's building administrator no later than 6:30 a.m. on the day of the absence.

B. Other specified types.

1. Death in the immediate family.

- a. Immediate family includes: Husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living or making his/her home in the household of the employee or for whose funeral arrangements the employee is responsible.
- b. For each death – not to exceed five working days.
- c. Bereavement Leave: All employees shall be provided up to three (3) days leave for a funeral not to be charged against the employee's sick leave bank. This funeral leave provision shall apply to members of an

employee's immediate family. Included are spouses, parents, children, siblings, mother-in-law, father-in-law, and grandparents. The employee shall be required to present a copy of an obituary, a written letter from the funeral home, or a death certificate.

*See Appendix "K".

2. Emergency illness in the immediate family. (When necessary care cannot be otherwise arranged.) Not to exceed five (5) days.
3. Attendance at funerals of close relatives and friends. Not to exceed three (3) days.
4. Attendance at weddings in the immediate family. Not to exceed three (3) days.
5. Employee's own wedding. Not to exceed five (5) days.
6. Quarantines.
7. Required Court Appearance.
8. Transportation Failure. When no other means of transportation is available – not to exceed two times a semester or a total of three (3) days per year.
9. All certificated personnel may be granted five (5) days for personal use each year, which are to be deducted from the individual's sick leave bank with the restriction that only three (3) consecutive working days may be taken as personal days. All personal leave days will be taken in increments of not less than one-half days.

No employee shall add the five (5) personal use days to the number of days established by the Board of Education in Section B, Article 1-8. Any employee desiring time off for personal use shall submit his/her written request forty-eight hours in advance. No reason needs to be given. In the case of an emergency not covered by Section B, 1-8 of the Annual Leave Days Policy, the employee may call his/her immediate supervisor to confirm his/her absence verbally.

No personal use days may be taken on the scheduled workday before or the scheduled work after a holiday or teacher institute or teacher conference days or used to extend a vacation or holiday period or used to extend a leave of any kind.

Such personal leave days shall be granted based on seniority. The number of teachers who may be granted personal leave on any one day shall be at the discretion of the Superintendent.

In making his/her determination, the Superintendent shall make no unreasonable denial of a request nor shall any denial be made arbitrarily, capriciously, or without rational basis in fact.

C. Injury While on School Assignment

In the case of work incapacitating injury or illness for which the employee is, or maybe eligible for a work disability benefit under the Michigan Worker's Compensation Law, such employee may utilize sick leave credits to the extent of the difference between the Worker's Compensation received and the employee's regular base salary or wage.

In the case of work disabling injury to a teacher caused by an assault upon said teacher, while in the performance of his/her duties, the Board will pay the full difference between the Worker's Compensation and the teacher's regular salary, without charge to Sick Bank, at least until the end of the school year, or for a period of six school months, whichever is longer. Each case will be reviewed by the Board of Education at the end of said period. A decision to continue the leave shall be based upon reports and recommendations from the employee's physician, a physician assigned by the Board, and Worker's Compensation carrier. This does not preclude the Board's decision to extend such leave of its own volition.

No leave of absence shall serve to terminate continuing tenure previously acquired.

- D. When school is dismissed after the scheduled beginning of the workday, only those teachers scheduled for work and reporting will be excused from work for the remainder of the day without deduction from Sick Bank or dock.

10.7.2 Leaves of Absence

Requests for leave of absence shall be submitted in writing to the Superintendent of Schools as soon as possible before the effective date of leave. The Superintendent shall submit such a request to the Board of Education at the next regular meeting following the date of application. The following leaves may be granted:

- A. Illness Leave
- B. Military Service Leave
- C. Exchange Teacher Leave
- D. Peace Corps and/or Job Corps Leave
- E. Extended Leave
- F. Fellowships, Internships, Scholarships
- G. Family and Medical Leave (The Board agrees to follow the dictates of the Family and Medical Leave Act.)

All leaves shall be without pay and sick leave accumulation and/or any other job-related benefits, except as specifically authorized by the Board of Education at a time the leave is approved. Employees on leaves of absence for military service, illness leave, exchange teaching, fellowships, internships, scholarships, Job Corps, or Peace Corps leave shall be entitled to advance on the salary schedule during the period of such leave. Leave of absence shall not be granted when other gainful employment is the purpose.

Return to duty from leave of absence is subject to the conditions. Persons accepting such leave of absence do so with full knowledge and acceptance of such conditions.

- (1) Satisfactory evidence of physical and mental health must be filed with the Superintendent as directed before the teacher is returned to duty.
- (2) The Board does not guarantee the return of any teacher to a specific building, grade level, or special assignment after a period of absence exceeding one semester in length. The Board of Education will, however, make every effort to return a teacher who has been on a leave of absence to the same or a comparable job to that held before the leave.
- (3) For all employees whose leave shall terminate at the beginning of a school year a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than thirty (30) calendar days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

Shorter extended leaves of absence for periods of less than one semester may be granted by the Superintendent of Schools under such conditions as may be prescribed by the Board of Education.

Time Limit on Leaves of Absence

- A. Leaves, except military, Peace Corps, and Job Corps, are not to exceed one year from the beginning of the semester after they are granted.
- B. Teachers, after the termination of the leave, shall be returned to a teaching position as soon as possible, but not later than the beginning of the next school semester. Teachers must present themselves for service at the termination of leave or employment by the school district will be termination.

10.7.2.1 Illness Leave

Any teacher or his/her authorized agent may request illness leave under the following conditions.

- (1) The teacher's Sick Leave Bank is exhausted of useable days.
- (2) The teacher, still being unable to report for duty, shall be considered an active employee without pay for 90 calendar days by the Business Office. During these 90 calendar days, the Business Office will credit the teacher with one and one-half days of accumulative sick leave time for every 30 days and will continue to pay Blue Cross/Blue Shield Premiums, the Life Insurance Premium, the Optical Insurance Premium, and the Dental Insurance Premium.
- (3) Fifteen calendar days before the expiration of the ninety calendar days, if the teacher, at that time, feels that he/she will be unable to return to active duty after the ninety days, he/she, or his/her authorized agent, may file a written request, accompanied by a written corroborative statement from the certified contract employee's physician, with the Superintendent to be placed on an illness leave after the ninety days.
- (4) Failure to specifically request an illness leave will automatically terminate the teacher's employment with the Ecorse Public Schools.
- (5) Each teacher who wishes to designate an authorized agent to request an illness leave, shall sign the following statement to be placed on file:

"In the case of incapacitating illness where I cannot request an illness leave on my behalf, I name the bargaining agent's President as my authorized agent for to request illness leave in my behalf."

Teacher's Signature

- (6) Before returning to work, the employee must be certified by his/her physician as ready and able to return to his/her full work assignment. In addition, the Board may require that the employee be certified by a State Board certified physician at the Board's expense.

10.7.2.2 Maternity Leaves

The Board agrees to delete this section on maternity leave and further agrees to handle maternity leave under the provision of 10.7.2.1, Illness Leave.

10.7.2.3 Military Leave

A leave of absence for military service shall be granted to any teacher under contract who enters any branch of the armed services of the United States for an extended period of duty. Such teachers shall be entitled to all rights of re-employment by the Board as are provided by State and Federal Law.

Inasmuch as certain personnel face short-term military obligations from time to time, the following covers such duties under periodic, reserve training type programs:

- (1) When a teacher who meets the requirements of herein is ordered to report for reserve training military duty at a time when it conflicts with his/her school duties and responsibilities, and no alternative timing or arrangement is possible, a career total of up to ten working days' leave with salary will be authorized.
- (2) Evidence will be required that the military duty is obligatory and that it cannot be accomplished at another time when it will not conflict with school responsibilities. If the military duty is of the voluntary nature (reserve program wherein personal advancement and/or pension rights are involved), exceptional extenuating circumstances must be demonstrated if a teacher is to qualify under this leave provision. The assistance of the educational leader (or immediate supervisor) as well as that of the Superintendent of Schools should be utilized fully before a conflict can be presumed to exist.

10.7.2.4 Exchange Teacher Leave

With the approval of the Board, leave for an exchange teacher position may be granted to tenure teachers with five years' employment with the Board, subject to the conditions prescribed by Section 571 of the School Code of Michigan.

10.7.2.5 Peace Corps and Job Corps Leave

Leave of absence may be granted to any tenure teacher with five years' employment with the Board who joins the Peace Corps or Job Corps as a full-time participant of either of such programs. Such leave may not extend for more than two school years.

10.7.2.6 Fellowship, Internship, Scholarship Leave

Leave of absence may be granted to any tenure teacher with five years' employment with the Board who receives a fellowship, internship, or scholarship. Such leave shall extend for the length of the fellowship, internship, or scholarship.

10.7.2.7 Extended Leave

With the approval of the Board, a teacher who does not qualify for another type of leave permitted by this Agreement may be granted an extended leave of absence for special reasons acceptable to the Board. The teacher requesting the leave shall give a definite assurance that he/she intends to return to the employ of the Board at the termination of the leave.

Article XI

TEACHING CONDITIONS

11.1 Physical Environment

To protect the health, welfare, and safety of students and teachers, there shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of safe, wholesome, and pleasant surroundings is a paramount concern of both the Board and the Union.

Insofar as possible, lounges, work rooms, and lavatories shall be conveniently available for the professional staff. These facilities will not be used for regularly scheduled meetings without prior consultation with the building faculty. The Board agrees to meet and confer with the Union to seek mutually acceptable solutions where these conditions do not prevail.

A pay telephone shall be available for teacher use in each building.

Each teacher in a school, whether or not assigned to a specific room, shall have a desk and adequate filing space provided.

The Board shall make available in each school, space which shall be reserved as a work area and which shall contain adequate equipment to aid in the preparation of instructional materials.

Parking spaces for faculty cars should be designated away from the playground areas.

11.2 Services of Special Teachers

Where the curriculum provides for instruction at a grade level by special teachers in special areas, then such instruction shall be equally and equitably provided to all classes in that grade level.

11.3 Subject Areas

A. High school teachers shall not be scheduled without their consent for subject areas outside their major or minor certification.

B. Split Classes:

Every effort shall be made to avoid split classes. If a split class is necessary, teachers will be assigned on a voluntary rotation basis. Teachers who agree to teach a split-level class will receive extra compensation of \$1,500 per year. * The class size of any split class shall not exceed twenty-five (25) pupils.

* Note this change.

11.4 Notice of Schedule

Teachers shall be given notice of their schedules for the forthcoming year no later than the end of the current year. For the purposes of this paragraph, "schedule" shall also mean grade level for elementary school teachers. In the event that changes in such schedules are proposed, all teachers shall be notified promptly. Changes may occur later than the 14th day of August due to circumstances beyond the Board's control. In cases of such change, the affected teacher and the Union shall be notified immediately.

11.5 Personal Safety of Teachers

When the Board closes school in the event of severe inclement weather, other Acts of God, or for reasons of Health and Safety, the following procedures will be followed:

a. Other Acts of God:

When school is called off and announced through public media and is for specific building(s) and not the whole system, teachers affected in a particular school will report to a pre-assigned alternative building for school improvement purposes. Only those teachers who refuse to go to the alternative building will be docked a day from their sick bank.

b. Health and Safety: When school is called off after classes are in session, teachers will report to their pre-assigned alternative work site after the building is cleared for school improvement purposes.

c. Personal safety of teachers, when school is called for "act of god" (snow day), teachers will provide remote learning opportunities for students as directed or planned for such days.

Effective for the 2021-2024 school years, teachers will provide remote learning opportunities for students with adjusted remote learning schedules, when a decision is made to close the schools of the district because of an Act of God, if they exceed 3 days in the school year.

11.6 School Calendar

The Board agrees that the work year shall not be longer than 180 duty days as defined below nor less than 183 duty days. Under no circumstances shall pupils be scheduled for fewer than 185 instructional days.

Duty days are defined as those days when pupils are in attendance, orientation days at the beginning of the school year for all teachers, institute days authorized by the Department of Education, conference, and curriculum days and record days, which may occur at mid-year, and the close of the school year.

The calendars for the school years 2021-22, 2022-23, 2023-24 are attached hereto and made a part hereof of Appendix "D".

11.7 The School Day

Basically, the professional job consists of the following fundamental obligations and responsibilities, set within the context of the school day as practiced according to administrative policy.

The normal duty day for teachers involved in regular classroom instruction, including all special teachers, shall be four hundred fifty (450) minutes, including the lunch period, and shall be distributed as follows:

- A. 385 minutes (1,129.33 hours) assigned to pupil instruction for the elementary and secondary.
- B. Seventy-four (74) consecutive minutes of instructional preparation at the secondary school level.
- C. All teachers (elementary and secondary) shall report to work and sign in ten (10) minutes before the entrance bell for students and remain ten (10) minutes after dismissal bell for students.
- D. The district for the term of this agreement only will provide k-8 teachers with a daily prep period. If the district experiences financial hardships, the district will have the right to reduce these prep times in a subsequent school year to three (3) preps per week, no more than one of these preps per week may be used by administration for PLC/vertical horizontal alignment activities.

Coverage of classroom during these enrichment sessions will be determined solely by the administration. No part of Article X Rights of the Teacher (Section 10.5.1); relief teachers of this contract will apply to these independent contractors.

- E. Twenty (20) minutes total of teacher station time at the secondary level (ten minutes before the school day and ten minutes after the school day). Fifteen (15) minutes total of teacher station time at the elementary level disbursed throughout the day.
- F. Counselors, nurses, psychologists, and visiting teachers shall have a normal duty day of four hundred fifty (450) minutes, including the lunch period.
- G. It is agreed by the Board and the Union that secondary teachers will be assigned a workload of four instructional periods during the normal duty day, and the homeroom period will include ten additional minutes with the provision that the assignments meet the policies and standards for the Accreditation of Secondary Schools – North Central Association of Colleges and Schools.
- H. To the extent that Title 1 guidelines permit, whole classroom reading instruction such as sustained silent reading (ssr) will be scheduled and the activity will be conducted by Title 1 personnel. These reading periods, to the extent that Title 1 guidelines permit, will be phased in beginning October, 1997.
- I. The teacher's day shall include a thirty-minute duty free lunch. No lunch period shall begin before 11:00 a.m. or after 12:30 p.m. Fifty (50) minute lunch period will apply on in-service, record days, and Parent/Teacher Conference days.
- J. In each elementary building one teacher per one hundred twenty-five (125) students may volunteer to do bus duty at the extra duty rate of pay Appendix "C".
- K. Teachers who teach two (2) different half-day sessions, such as kindergarten, and accompany both sessions on a field trip shall be determined to have taught a full day.
- L. The Board will offer special classes (Memorandum of Understanding). Elementary will be released from supervising students and will use the time period for preparation and to make at least one (1) telephone contact with a student's parent or guardian to report on at least one (1) positive aspect of the student's performance during the calendar month.
- M. The Board and the Union agree that three (3) days be used for teacher staff development activities. These activities will be accomplished during the school day. These sessions will be scheduled one (1) day by the Board, one (1) day by the school improvement committees and one (1) day planned by the Union leadership and the Central Office Administration. The building committee will be open to any teacher willing to participate. Teachers will choose the committee chairperson by open democratic vote. The committee will share their chosen activities with the building administrator.

Teachers shall be available before and/or after-school parental conference that cannot be arranged for any other time.

Teachers may volunteer for duty to supervise students during the noon hour and be paid at the extra-duty rate of pay.

Staff members who fail to attend an in-service will be docked one-quarter (1/4) of a day from his/her sick bank. If a teacher is not in attendance on the day of the in-service, one day will be subtracted from his/her sick bank. Individual emergencies will be reviewed. When instruction time is dismissed for a full day or half, in order to hold "planned" parent conferences, staff will be in attendance or sick bank will be docked.

N. The Board and the Union agree that 30 hours per school year will be used for teacher in-service, including school improvement activities. These activities will be accomplished after the regular school day. Each building will designate one day per month during the school year as "school in-service day" (one day per month for ten months September through June). The in-service day will be extended by 120 minutes to accommodate school improvement activities.

Each building will establish a School Improvement Committee (S.I.C.) to plan and coordinate activities. The S.I.C. shall be open to any teacher willing to participate. The committee members will choose the chairperson by democratic vote. In collaboration with the administration, the S.I.C. will establish goals, plan strategies, and develop an evaluation procedure aligned with building and district objectives. All proposals made by the S.I.C. must be put to the entire staff for a vote.

One day's pay for an absence during a district scheduled Professional Development day unless the absence is legitimate for the 2019– 2020 school year.

The Board agrees that a budget of \$2000 will be established for each building for school improvement activities.

Early Release Time

In order to facilitate student learning, school will be dismissed at 11:15 am pm on the third Wednesday of every month. Teachers in each department will plan for their subject area. This planning time will be directly prior to the School Improvement Meeting: to facilitate curriculum alignment, developing common core standards between all grade levels, analyze test scores and cooperate amongst the schools. Common Planning Time and School Improvement Meetings will be on the same day for all schools.

The Board and the Union agree that 30 hours per school year will be used for teacher in-service, including school improvement activities. In order to facilitate students'

learning, school will be dismissed at 11:15 am on the third Wednesday of every month (one day per month for ten months, September through June). The in-service day will begin at 11:30 am, students dismissed at 11:15 am. The district will retain the right to use the last two hours for district wide professional development initiatives.

11:30 am – 12:20 pm Lunch

12:20 pm - 2:00 pm PLC

2:00 pm - 4:00 pm SI

- O. The district's media center will be open two hours after the normal instructional day of the high school. In order to provide services for students of the Ecorse Public Schools, the duty day of the media center personnel will be scheduled in such a manner that the personnel will maintain a duty day as with other teachers. Part of the duties of the media center personnel will be to keep a log of attendance of the media center.

11.8 Teachers Assigned to Extra-Duty Assignments

Any teacher may be assigned to supervise student activities outside regular school hours, without pay, not to exceed six (6) such assignments. These shall be distributed equally among the entire building staff. All assignments in excess of six (6) shall be paid at the rate established in Appendix C and shall be accepted on a voluntary basis. For high school teachers, at least one of the above six (6) activities is mandatory attendance at the high school graduation. Parent-teacher conferences will be counted as one (1) of these assignments.

A third Parent-Teacher Conference will occur prior to the end of the year. All conferences will be held in the classrooms. Conferences will be held from 12:30 pm – 5:30 pm. Conferences will be held in November, February, and April.

The union agrees that each contract teacher will tutor after school 11 times during the school year. Tutoring days will be every Tuesday and Thursday from 3:15 pm – 5:15 pm, 3:30 pm – 5:30 pm for the High School, starting October 1, 2021, through May 31, 2022. Each teacher will receive a 20 percent stipend based on their current step every month, on the opposite date of the regular pay schedule (separate check).

Note: Five teachers per slot (twice a week)

11.9 Handbook for Professional Employees

The following sections of this Agreement and the following sections from Handbook for Professional Employees shall apply to Summer School and Funded Programs during the summer.

All of the Articles I, II, III, IV, V, VI, VII, VIII, IX, XII, XIII, XIV, XV, XVI, XVII.

The following sections of Article:

X 10.1, 10.3, 10.4, XI 11.1, 11.8, 11.9, 11.10, 11.11, 11.13, 11.14

The following sections from the Handbook for Professional Employees:

1424, 2001, 3518, 3525, 3525.2, 3539, 4122, 4140, 4162, 5125, 5126, 5132, 5142, 5150, 5400, 5500, 6114, 6132, 6136, 6410

Annual Sick Leave Days

A teacher in summer school, funded programs and summer driver education shall receive proportional sick leave accumulation, which shall be added to the sick leave bank. A teacher in summer school funded programs and summer driver education shall be permitted to draw proportionately on the sick leave bank in the event of illness.

The above sections, except annual sick leave, shall apply to adult education and will be at the rate established in Appendix C.

11.9.1 Professional Appearance

Employees are to dress professionally. No baseball caps.

11.10 Workshops and In-service Planning

Teachers shall be involved in planning workshops and in-service training programs.

11.11 Curriculum Planning

Teachers shall participate in all phases of formulation of report cards, curriculum planning, development and implementation; in selection of textbooks, materials and supplies, planning of facilities and special education programs. When it is necessary for teachers to participate in the above activities at times outside the regular school hours, they shall be compensated at the rate established in Appendix C.

11.12 In-service Workshops

Professional Development days will be incorporated into the calendar so as to maintain the state mandated 1,098 instructional hours for the 2021-2024 school years.

For the 2021-2024, teachers that miss the full day of Professional Development will have two (2) sick days removed from their bank unless there is a documented medical reason or legal issues.

11.13 Faculty Meetings

Building faculty meetings and/or system-wide meetings will only be called when necessary to the efficient functioning of the school program. They will not continue any longer than essential to accomplish the stated agenda of the meeting. There shall be no more than an average of two such meetings per month or a total of twenty such meetings per school year. The meetings shall be no longer than one hour. The meetings shall begin at the end of the school day and shall in no way conflict with the scheduling of state mandated instructional hours.

11.14 Relief from Non-Teaching Duties

The Board and the Union agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end as much as practical and possible.

No teacher shall be required to perform any janitorial tasks or the following tasks:

- (1) Gym Fees.
- (2) Form 9's, CA39's, and CA60's except on record days.
- (3) Health records are to be addressed on record days unless information is needed for WCRESA, state audit, or Wayne County Health Department.

11.15 Class Size

11.15.1 Elementary

On or before the first week in June, the Superintendent shall prepare for the Board of Education a classroom breakdown indicating projected enrollments for each elementary school. A copy of this enrollment breakdown shall be forwarded to the Union President. Each educational leader of the elementary schools shall be directed by the Superintendent to equalize the class loads as evenly as possible, taking into consideration the individual needs of the school and the fact that small class loads are the desirable goal of the Board. In the interests of promoting high achievement and educational well-being, the Board will establish maximum class size as follows:

A. K, 1, 2	25 Pupils Per Class
B. 3, 4, 5	30 Pupils Per Class
C. 6, 7, 8	30 Pupils Per Class

Physical Education and Music K-8 no overage

If the overage continues after the first 4th Wednesday count, the teacher who has the overage will be compensated (\$12.00) per student per day.

Overage \$2.00 an hour per student High School and Middle School

11.15.2 Secondary

- A. The Board and the Union agree that the class size will not exceed thirty-three (33) students except for the following:

Physical Education*

Glee Club*

Music*

Band*

Choir*

Study Hall*

- B. The number of students in all lab classes shall not exceed the number of stations.

*If applicable during the course of the school year.

11.15.3 Mainstreaming

The Board will make a sincere effort to make sure that mainstreamed students are equally balanced between sections and teachers. Further, the Board pledges the support of special services personnel to help regular classroom teachers. In the event that there are mainstream students who cause more problems than should be expected from such students, action shall be taken to exclude those students from participating in mainstreaming. No child shall be mainstreamed without the knowledge of the classroom teachers.

Article XII

SALARY SCHEDULE AND OTHER BENEFITS

12.1 Salary Schedule

The salary schedules of teachers covered by this Agreement, and conditions governing such schedules are set forth in Appendix "A" to this Agreement which is attached hereto and made a part hereof. These schedules shall become effective with the effective date of this contract.

The listed columns in the salary schedule are Bachelors, Masters, Second Masters/Ed. Specialist and Doctorate.

Employees covered by this agreement during the contractual period will receive a 3% wage increase for the 2021-2022 school year. For year two (2) 2% wage increase for the 2022-2023 and 1% wage increase for the 2023-2024 school year.

If an entire building makes AYP on the Michigan Report Card the whole teaching body of that building will receive a bonus of \$300 per person.

Teachers who were highly effective or effective and have a 95% or higher attendance rate will receive a \$1,000 stipend to be paid on the last pay in June.

12.2 Longevity Pay

Longevity pay is authorized by the Ecorse Board of Education for those employees having completed ten (10) or more years of accrued service to the Ecorse Public Schools.

Longevity pay shall become a part of the salary schedule as established by the Ecorse Board of Education. Payment shall begin in the fiscal school year in which the employee begins his/her eleventh (11th) year of employment, i.e., after ten (10) full years of accrued service to the Ecorse Public Schools.

Years of service shall be computed as of July 1 of that fiscal year.

The schedule of Longevity Pay is as follows:

Beginning the 11 th year of employment and continuing through the 15 th year of employment	\$100 added to base salary
Beginning the 16 th year of employment	\$250 added to base salary
Beginning the 17 th year of employment and each year of employment thereafter	\$ 30 per year will be added to the Base Salary for every year thereafter

Teachers that have 15 years in the district, will receive a stipend of \$500 to be paid on the first check in September and every year thereafter.

Teachers with 21+ years in the district will receive a stipend of \$600 to be paid on the first check in September and every year thereafter.

- A. A year of service is defined as the completion of the full contract year.
- B. Time counted for substituting: 180 days of teaching in the Ecorse Public Schools shall be deemed to be equivalent to one (1) year.
- C. To be eligible for longevity pay, professional personnel must presently be a contract, tenure teacher at the maximum step of the salary schedule.


Although the Business Office will make every effort to place those people who are eligible on a longevity payroll list, it shall be the responsibility of the individual employee to notify the Business Office when he/she has completed his/her tenth year of service in the Ecorse Public Schools. Each year served on Fellowship, Scholarship, Internship, Extended Sick Leave, Exchange Teacher, Job Corps, Peace Corps, and/or Military Leave for Certificated personnel shall be considered as a year of service for longevity purposes. All other leaves will not count as accrued service.

12.3 Required Tuberculosis Examination

A certificate of freedom from tuberculosis must be filed by each teacher prior to the work year with the building educational leader in accordance with the schedule established in Rule 325.898. School personnel. Rule 8. Effective October 28, 1977, the revised rules required an examination of each school employee only every three years. New personnel will still be required to obtain a statement of freedom from communicable tuberculosis as a condition for entering school employment. Teachers will be given the choice of skin test or x-ray. When a skin test proves to be positive, the Board shall require an x-ray.

12.4 Teacher Pay Period

TOTAL OF PAYS	PAY PERIOD ENDING DATE	UPDATES CHANGES DEADLINES	PAY DATE
1	8/16/2021	8/27/2021	9/3/2021
2	8/30/2021	9/10/2021	9/17/2021
3	9/13/2021	9/24/2021	10/1/2021
4	9/27/2021	10/8/2021	10/15/2021
5	10/11/2021	10/22/2021	10/29/2021
6	10/25/2021	11/5/2021	11/12/2021
7	11/8/2021	11/19/2021	11/26/2021
8	11/22/2021	12/3/2021	12/10/2021
9	12/6/2021	12/17/2021	12/24/2021
10	12/20/2021	12/31/2021	1/7/2022
11	1/3/2022	1/14/2022	1/21/2022
12	1/17/2022	1/28/2022	2/4/2022
13	1/31/2022	2/11/2022	2/18/2022
14	2/14/2022	2/25/2022	3/4/2022
15	2/28/2022	3/11/2022	3/18/2022
16	3/14/2022	3/25/2022	4/1/2022
17	3/28/2022	4/8/2022	4/15/2022
18	4/11/2022	4/22/2022	4/29/2022
19	4/25/2022	5/6/2022	5/13/2022
20	5/9/2022	5/20/2022	5/27/2022
21	5/23/2022	6/3/2022	6/10/2022
22	6/6/2022	6/17/2022	6/24/2022
23	6/20/2022	7/1/2022	7/8/2022
24	7/4/2022	7/15/2022	7/22/2022
25	7/18/2022	7/29/2022	8/5/2022
26	8/1/2022	8/12/2022	8/19/2022

 ECORSE PUBLIC SCHOOLS				
REGULAR PAYROLL CALENDAR FOR THE 2022-2023 SCHOOL YEAR				
TOTAL OF PAYS	PAY PERIOD START DAY (MONDAY)	PAY PERIOD ENDING DATE (SUNDAY)	UPDATES CHANGES DEADLINES (WEDNESDAY)	PAY DATE (FRIDAY)
1	8/15/2022	8/28/2022	8/31/2022	9/2/2022
2	8/29/2022	9/11/2022	9/14/2022	9/16/2022
3	9/12/2022	9/25/2022	9/28/2022	9/30/2022
4	9/26/2022	10/9/2022	10/12/2022	10/14/2022
5	10/10/2022	10/23/2022	10/26/2022	10/28/2022
6	10/24/2022	11/6/2022	11/9/2022	11/11/2022
7	11/7/2022	11/20/2022	11/23/2022	11/25/2022
8	11/21/2022	12/4/2022	12/7/2022	12/9/2022
9	12/5/2022	12/18/2022	12/21/2022	12/23/2022
10	12/19/2022	1/1/2023	1/4/2023	1/6/2023
11	1/2/2023	1/15/2023	1/18/2023	1/20/2023
12	1/16/2023	1/29/2023	2/1/2023	2/3/2023
13	1/30/2023	2/12/2023	2/15/2023	2/17/2023
14	2/13/2023	2/26/2023	3/1/2023	3/3/2023
15	2/27/2023	3/12/2023	3/15/2023	3/17/2023
16	3/13/2023	3/26/2023	3/29/2023	3/31/2023
17	3/27/2023	4/9/2023	4/12/2023	4/14/2023
18	4/10/2023	4/23/2023	4/26/2023	4/28/2023
19	4/24/2023	5/7/2023	5/10/2023	5/12/2023
20	5/8/2023	5/21/2023	5/24/2023	5/26/2023
21	5/22/2023	6/4/2023	6/7/2023	6/9/2023
22	6/5/2023	6/18/2023	6/21/2023	6/23/2023
23	6/19/2023	7/2/2023	7/5/2023	7/7/2023
24	7/3/2023	7/16/2023	7/19/2023	7/21/2023
25	7/17/2023	7/30/2023	8/2/2023	8/4/2023
26	7/31/2023	8/13/2023	8/16/2023	8/18/2023

12.4.1

Annual Salary Payment

Annual salaries will be paid in twenty-one (21) equal installments or twenty-six (26) equal installments during the 2021-2022 /2022-2023 / 2023-2024 school years, payable every two weeks in accordance with the pay date schedules established by the Business Office. A choice of a twenty-one (21) or a twenty-six (26) installment plan must be made upon employment or one week before the first scheduled pay date. Once an installment plan is chosen, it cannot be changed until the next school year.

The individual teacher's final paycheck of the school year shall not be released until his/her records are completed as verified by the building educational leader.

12.4.2 Direct Deposit

Teachers must authorize the Payroll Department to send the entire amount of his/her paycheck to the financial institution of their choice; there are no fees to set up direct deposit.

Pay may be distributed in twenty-one (21) equal, or twenty-six (26) equal installments.

12.4.3 Contract Distribution

The district will make 35 copies and provide a link on the website http://ecorseps.ss10.sharpschool.com/staff_information and email updated contract.

12.5 Credit for Outside Experience

In conjunction with new state legislation regarding critical shortage areas for teachers, Ecorse teachers who retire and apply to return to the district in areas of critical shortage positions and who may be hired, will be hired at the same step they were at upon their retirement. State legislation on shortage areas will apply. Unretired teachers will be given preference if available before a retiree is hired to fill a position. All other retirees (new hires) will start on step 8. District will follow legislative language. <http://www.legislature.mi.gov/documents/2019-2020/publicact/pdf/2020-PA-0267.pdf>

A new contract teacher in the Ecorse Public Schools System shall be given credit for prior teaching experience and/or military service on the existing teacher salary schedule for up to eight years of total service, three years of which may be military service.

A. Teaching experience shall be accumulated teaching experience computed from the date the teacher has a valid teaching certificate issued by any state in the United States of America and had a contract with a State Board of Education recognized facility. (Degree plus equivalent of Michigan Provisional or Permanent Certificate excluding special certificate.)

Not less than one full year of verified contracted teaching experience is creditable on the Ecorse salary schedule. Partial school year or part-time service is not applicable.

1. Service to the Ecorse Public Schools, regardless of the certificate held, shall be conducted the same as regular service. One year's credit on the salary schedule is allowed for 180 days of substitute service in the Ecorse Public Schools. The maximum allowance for such substitute teaching is five (5) years.

- B. Any fully certificated teacher placed in a regular teaching position in which an actual vacancy exists shall receive a probationary contract and shall be placed on the appropriate step of the agreed upon salary schedule, provided that no prior commitment has been made and provided that said teacher is fully qualified to teach in the position in which he/she has been placed.
- C. Military service shall be computed for continuous active service in the armed forces of the United States of America. For purposes of computations, one-year of military service shall be computed as one school year.

Credit for military service shall apply only for persons certified as teachers prior to the performance of the military service.

12.6 Medical & Hospital Insurance:

- A. The Ecorse Board of Education, in order to supplement the present Sick Leave Policy, will provide that health and hospitalization insurance premiums be paid in full for a level of benefit coverage commensurate to that provided in the Agreement for 1996-97. Specifically excluded from payment by the Board are coverages for sponsored dependents and family continuation plans. Nothing in this article shall deter a teacher from adding any rider providing for sponsored dependents or family continuation to his/her policy for payment by the teacher on payroll deduction.
- B. All employees will contribute 20% of the health care rate and the district will contribute 80% to the top illustrated rate for the year 2021-2024 SY.
- C. For the 2021-2022 and the 2022-23 years only the district will cover the 10% insurance premium for members in the bargaining unit. during the third year of the contract. The EFT member's premium will revert back to 20%
- D. Employees of the Ecorse Public Schools will pay the following on prescription drugs:

2019-2020

\$10.00	Generic Drugs
\$20.00	Brand Name Drugs

2020-2021

\$10.00	Generic Drugs
\$20.00	Brand Name Drugs

In the case of no generic drug being available, the employee will be required to pay \$20.00 for brand name drugs.

- E. The Board shall provide optical insurance benefits commensurate to the level of coverage provided in the Agreement for the 1996-97 with a provider to be determined by the Board.

- F. The Board shall provide dental insurance coverage, Class I and II benefits, maximum coverage per person per school year, \$700 with 50-50 co-pay, and Class III benefits, \$500 maximum with 50-50 co-pay.
- G. Employees covered by this agreement will have the option to obtain additional dental or vision coverage to comply with the IRS regulations. Employees will be responsible for the cost differential of the insurance.

Teachers leaving employment by the Board or on leave of absence are not eligible to receive the benefit beyond their last date of employment or date of leaving. The teacher, in these instances, is responsible for the full cost of his/her insurance.

Ecorse Public Schools
 Medical, Dental, Vision and Life Insurance

FY 2022 - 23 Employee Contributions
 10% employee Contribution

Medical - Employee Cost Per Pay (21 pays)		
Single	\$ 51.53	\$ 1,082.14 per year
Two Per:	\$ 123.74	\$ 2,598.56 per year
Family	\$ 154.68	\$ 3,248.20 per year

Medical - Employee Cost Per Pay (22 pays)		
Single	\$ 49.19	\$ 1,082.14 per year
Two Per:	\$ 118.12	\$ 2,598.56 per year
Family	\$ 147.65	\$ 3,248.20 per year

Medical - Employee Cost Per Pay (26 pays)		
Single	\$ 41.62	\$ 1,082.14 per year
Two Per:	\$ 99.94	\$ 2,598.56 per year
Family	\$ 124.93	\$ 3,248.20 per year

Heritage Vision - No cost to Employee and Dependents

Delta Dental Standard Plan- No cost to Employee and

Delta Dental Teacher Buy-up Plan Employee Cost Per Pay (21 pays)		
Single	\$ 4.97	\$ 104.22 per year
Family	\$ 12.31	\$ 258.54 per year

Employee Cost Per Pay (22 pays)		
Single	\$ 4.74	\$ 104.22 per year
Family	\$ 11.75	\$ 258.54 per year

Employee Cost Per Pay (26 pays)		
Single	\$ 4.01	\$ 104.22 per year
Family	\$ 9.94	\$ 258.54 per year

Madison National Life Insurance - No cost to Employee

Ecorse Public Schools
Medical, Dental, Vision and Life Insurance

FY 2022 - 23 Employee Contributions
20% employee Contribution

Medical - Employee Cost Per Pay (21 pays)		
Single	\$ 103.06	\$ 2,164.27 per year
Two Per:	\$ 247.48	\$ 5,197.13 per year
Family	\$ 309.35	\$ 6,496.42 per year

Medical - Employee Cost Per Pay (22 pays)		
Single	\$ 98.38	\$ 2,164.27 per year
Two Per:	\$ 236.23	\$ 5,197.13 per year
Family	\$ 295.29	\$ 6,496.42 per year

Medical - Employee Cost Per Pay (26 pays)		
Single	\$ 83.24	\$ 2,164.27 per year
Two Per:	\$ 199.89	\$ 5,197.13 per year
Family	\$ 249.86	\$ 6,496.42 per year

Heritage Vision - No cost to Employee and Dependents

Delta Dental Standard Plan- No cost to Employee and

Delta Dental Teacher Buy-up Plan Employee Cost Per Pay (21 pays)		
Single	\$ 9.95	\$ 209.04 per year
Family	\$ 24.62	\$ 517.08 per year

Employee Cost Per Pay (22 pays)		
Single	\$ 9.50	\$ 209.04 per year
Family	\$ 23.50	\$ 517.08 per year

Employee Cost Per Pay (26 pays)		
Single	\$ 8.04	\$ 209.04 per year
Family	\$ 19.89	\$ 517.08 per year

Madison National Life Insurance - No cost to Employee

12.6.1 Income Protection Insurance

Payroll deduction for Income Protection Insurance will be included under the Union Insurance column on payroll check.

12.7 Life Insurance

The full premium cost of group term life insurance for all teachers shall be paid by the Board in the following amounts:

For the duration of this contract three (3) years: \$45,000
 (2021-22, 2022-23, & 2023-24 school years)

12.8 Tax-Sheltered Annuity

The Board shall provide for a Tax-Sheltered Annuity program which teachers may subscribe to through payroll deduction, as provided in Public Act 87-370. This plan shall be instituted by a joint Board-Union Committee. Teachers subscribing to the plan pay their individual premium.

The Board agrees to provide for payroll deduction for tax-sheltered annuities with any carrier who will enroll at least five (5) eligible employees. Each employee may designate up to two (2) carriers under this section.

12.9 Extra-Curricular Pay

The Board agrees to pay on a current basis those monies earned for extra-duty responsibilities which are yearlong in nature. Those responsibilities, which are not year-long, will be paid at the end of the activity involved. The extra pay for extra-duty program will be set forth under the heading "Extra-Curricular Pay Program" in Appendix "B" attached and made a part hereof.

No teacher, except for limitation of available, qualified personnel, shall receive more than two appointments per year to these positions.

All of the positions on the extracurricular pay schedule will have a job description which includes the expected duties of an applicant and requirements to qualify for the post.

Each activity club/class sponsor will be evaluated by the building administrative leader regarding his/her performance. The building administrative leader will make his/her recommendation to the Board regarding reemployment. A club/class sponsor may be replaced as a result of a specific and detailed unsatisfactory performance review.

Club/class sponsors will not be replaced until or unless there is an unsatisfactory performance review or a resignation.

The Board may seek applicants inside the bargaining unit as well as outside the district simultaneously.

Each coach will be evaluated by the Athletic Director who will make his/her recommendation to the Board regarding continuing employment. An unsatisfactory performance review will result in his/her release from the extracurricular activity. Coaches that receive a state censure on state tests or sportsmanship will be dismissed.

Certification for Coaches. For a coach who becomes certified in PACE Level I and PACE Level II, that coach will receive a one-time bonus of 10% based on the salary listed in Appendix "B".

For a coach who becomes certified in C. P. R. and First Aid certified through the American Red Cross, that coach will receive a one-time bonus of 10% of the salary listed in Appendix "B".

A position will be declared vacant as a result of an unsatisfactory performance review, resignation, or creation of a new position.

12.10 Extra-Teaching Assignments

The rate of pay for teaching assignments beyond the regular school day and/or beyond the regular school year (summer school, adult education, driver training, etc.) shall be set forth in Appendix "C" attached and made a part hereof.

12.11 Extra-Duty Pay

For extra duties required by the Board of Education, teachers will be paid at the rate specified in Appendix "C".

For Board Committees, Agencies, or Commissions on which teachers are required to participate, released time will be provided, or the teachers will be paid at the rate specified in Appendix "C".

12.12 Mileage Allowance

A mileage allowance at IRS rate of reimbursement per mile shall be paid to all teachers when using their cars for approved school business. Any teacher using his/her car on a weekly basis shall be required to submit monthly reimbursement requests. Reimbursement for the use of an automobile shall be paid at the IRS rate of reimbursement for mileage on cars authorized to make the trip.

12.13 Severance Pay or Termination Pay

Any full-time certificated employee shall, upon severance due to retirement or death, receive pay for 60% of the days accumulated in his/her sick leave bank. Any full-time certificated employee shall, upon severance for any reason other than retirement or death, receive pay for one-fourth of the days accumulated in his/her sick leave bank except in the following situation: Non-tenured teachers who resign their position without giving two (2) weeks' advance notice will forfeit 100% of their sick leave severance pay.

The rate of pay shall be computed at the daily rate of the fiscal year in which the employee was last employed. Payment in the case of a deceased's employee will be made to the beneficiary or to the estate of the deceased.

Article XIII

1984-85 SCHOOL YEAR

No employee shall be disadvantaged as a result of no agreement being in effect for the 1984-85 school year. All practices recognized during that year shall be maintained, and all standards and benefits of employment shall be treated as if in effect during that year.

Article XIV

MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board, which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board as they affect teachers.

Article XV

AGREEMENTS CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law by a court of last resort or by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then such provisions or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

Article XVI

MATTERS NOT COVERED IN THIS AGREEMENT

With respect to matters not covered in this Agreement, existing policy shall remain in full force and effect insofar as those policies are not in conflict with this Agreement nor with the Laws of the State of Michigan or the Laws of the United States. New policies, which are proper subjects for collective bargaining, may only be adopted after prior good faith negotiations with the Union.

Article XVII

HANDBOOK FOR PROFESSIONAL EMPLOYEES

It is understood that the provisions, policies, and administrative regulations of the Handbook for Professional Employees shall be binding on the parties hereto, except to the extent that any specific provision thereof may be superseded by a specific provision or provisions of this Agreement, in which event this Agreement shall control.

Article XVIII

PROCEDURAL SAFEGUARDS FOR THE EMPLOYMENT RIGHTS OF CERTIFIED PERSONNEL

In the event that the Teacher Tenure-Act--Act No. 4 of the Public Acts of the extra Session of 1937, as amended, including the amendments of 1967 -- is repealed, the Board and the Union agree to immediately begin negotiations on contract provisions setting up procedures which will serve the functional equivalent of the present Tenure Act. During the period between the repeal of the Act and the inclusion of similar provisions in the Agreement between the Board and the Union, all action with regard to teacher discharge, demotion, suspension, resignation and leave of absence shall be held in abeyance.

Article XIX

DURATION

This Agreement shall become effective as of August 30, 2021 and remain in full force and effect until June 30, 2024. This Agreement supersedes and cancels all previous Agreements, verbal, or written, between the Board and the union constitutes the entire Agreement between the two parties.

The parties agree that the duration of the contract shall be for three (3) years.

The parties further agree that this contract shall span the 2021-22 / 2022-23 / 2023-24 school years.

Should a new contract not be renewed by the end of the contract term, the contract in effect will extend for additional sixty (60) days.

This Agreement will be executed when it has been:

- *(a) Ratified by the Union voting at a meeting duly called for such purpose; and
- *(b) Approved by the Ecorse Board of Education, by resolution, duly adopted:

Any notices required hereunder shall be sufficient if mailed:

To the Board: c/o Superintendent of Schools
Ecorse Public Schools System
27225 W. Outer Drive
Ecorse, MI 48229

To the Union: c/o The President
Ecorse Federation of Teachers,
at his/her residence,

or personally served upon either party.

In witness whereof, the parties have executed this Agreement by their duly authorized representative the day and year first above written.

Board of Education
The Ecorse Public Schools System

Ecorse Federation of Teachers
AFT, AFL-CIO

For the Board:

For the Union:

* August 30, 2021 (Union Ratification)
** August 30, 2021 (Board Approval)

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN HIRED BEFORE JULY, 2007 2021-2022 TEACHERS' SALARY SCHEDULE					APPENDIX "A" Page 3
	B.A. Degree	M.A. Degree	2ND M.A.	Doctorate Degree	
Step 1	42,500	46,131		46,357	46,921
2	43,633	48,403		48,627	49,192
3	45,678	50,897		51,122	51,684
4	47,945	53,300		53,525	54,088
5	50,426	57,474		57,700	58,263
6	53,168	60,651		60,876	61,438
7	55,896	64,064		64,288	64,850
8	59,061	67,691		68,230	68,480
9	62,472	71,550		71,775	72,339
10	66,101	75,632		76,231	76,420
11		81,306		81,532	82,094
Longevity-Ecorse Public Schools:					
M-11-15	66,206	81,411		81,637	82,199
M-16	66,469	81,674		81,899	82,463
M-17	66,500	81,706		81,930	82,494
M-18	66,532	81,738		81,962	82,526
M-19	66,563	81,769		81,994	82,557
M-20	66,595	81,801		82,025	82,588
M-21	66,627	81,831		82,057	82,620
M-22	66,657	81,863		82,088	82,651
M-23	66,689	81,895		82,120	82,683
M-24	66,720	81,926		82,152	82,714
M-25	66,752	81,958		82,183	82,746
M-26	66,784	81,989		82,215	82,778
M-27	66,815	82,021		82,246	82,809
M-28	66,847	82,053		82,277	82,841
M-29	66,878	82,084		82,309	82,872
M-30	66,910	82,116		82,340	82,904
M-31	66,942	82,147		82,372	82,936
M-32	66,973	82,179		82,403	82,967
M-33	67,005	82,210		82,435	82,998
M-34	67,035	82,241		82,467	83,029
M-35	67,067	82,273		82,498	83,061
M-36	67,099	82,304		82,530	83,093
M-37	67,130	82,336		82,561	83,124
M-38	67,162	82,368		82,593	83,156
M-39	67,193	82,399		82,625	83,187
M-40	67,225	82,431		82,655	83,219

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN HIRED BEFORE JULY, 2007 2022-2023 TEACHERS' SALARY SCHEDULE					APPENDIX "A" Page 3
	B.A.	M.A.	2ND M.A.	Doctorate	
	<u>Degree</u>	<u>Degree</u>		<u>Degree</u>	
Step 1	43,350	47,053		47,284	47,859
2	44,506	49,371		49,600	50,176
3	46,592	51,915		52,144	52,718
4	48,904	54,366		54,595	55,170
5	51,434	58,623		58,854	59,428
6	54,231	61,864		62,094	62,667
7	57,014	65,345		65,574	66,147
8	60,242	69,044		69,595	69,849
9	63,721	72,981		73,210	73,786
10	67,423	77,145		77,756	77,948
11		82,932		83,162	83,736
Longevity-Ecorse Public Schools:					
M-11-15	67,530	83,039		83,270	83,843
M-16	67,798	83,307		83,537	84,112
M-17	67,830	83,340		83,569	84,144
M-18	67,862	83,372		83,601	84,176
M-19	67,894	83,404		83,634	84,208
M-20	67,927	83,437		83,666	84,240
M-21	67,959	83,468		83,698	84,273
M-22	67,991	83,501		83,730	84,304
M-23	68,023	83,533		83,762	84,337
M-24	68,055	83,565		83,795	84,368
M-25	68,087	83,597		83,826	84,401
M-26	68,120	83,629		83,859	84,434
M-27	68,151	83,661		83,890	84,465
M-28	68,184	83,694		83,923	84,498
M-29	68,215	83,725		83,956	84,529
M-30	68,248	83,758		83,987	84,562
M-31	68,281	83,790		84,020	84,594
M-32	68,312	83,822		84,051	84,626
M-33	68,345	83,855		84,084	84,658
M-34	68,376	83,886		84,116	84,690
M-35	68,409	83,919		84,148	84,722
M-36	68,441	83,950		84,180	84,755
M-37	68,473	83,983		84,212	84,787
M-38	68,505	84,015		84,244	84,819
M-39	68,537	84,047		84,277	84,851
M-40	68,570	84,080		84,309	84,883

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN HIRED BEFORE JULY, 2007 2023-2024 TEACHERS' SALARY SCHEDULE						APPENDIX "A" Page 3
	B.A. Degree	M.A. Degree	2ND M.A.		Doctorate Degree	
Step 1	43,783	47,524		47,757	48,338	
2	44,951	49,865		50,096	50,677	
3	47,058	52,435		52,666	53,245	
4	49,393	54,910		55,141	55,722	
5	51,949	59,210		59,442	60,023	
6	54,773	62,482		62,715	63,294	
7	57,584	65,999		66,230	66,808	
8	60,845	69,735		70,291	70,548	
9	64,358	73,711		73,942	74,524	
10	68,098	77,916		78,534	78,728	
11		83,762		83,994	84,573	
Longevity-Ecorse Public Schools:						
M-11-15	68,206	83,870		84,102	84,682	
M-16	68,476	84,140		84,373	84,953	
M-17	68,508	84,173		84,405	84,985	
M-18	68,541	84,206		84,438	85,018	
M-19	68,573	84,238		84,470	85,050	
M-20	68,606	84,271		84,502	85,083	
M-21	68,639	84,303		84,535	85,116	
M-22	68,671	84,336		84,567	85,147	
M-23	68,703	84,369		84,600	85,180	
M-24	68,735	84,400		84,633	85,212	
M-25	68,768	84,433		84,665	85,245	
M-26	68,801	84,465		84,697	85,278	
M-27	68,833	84,498		84,729	85,310	
M-28	68,866	84,531		84,762	85,343	
M-29	68,898	84,563		84,795	85,374	
M-30	68,931	84,596		84,827	85,407	
M-31	68,963	84,627		84,860	85,440	
M-32	68,995	84,660		84,892	85,472	
M-33	69,028	84,693		84,925	85,505	
M-34	69,060	84,725		84,957	85,537	
M-35	69,093	84,758		84,989	85,570	
M-36	69,126	84,790		85,022	85,603	
M-37	69,158	84,823		85,054	85,634	
M-38	69,190	84,856		85,087	85,667	
M-39	69,222	84,887		85,120	85,699	
M-40	69,255	84,920		85,152	85,732	

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN HIRED AFTER JULY, 2007 2022-2023 TEACHERS' SALARY SCHEDULE						APPENDIX "A" Page 6
	B.A.	M.A.	2ND M.A.		Doctorate	
	Degree	Degree			Degree	
Step 1	38,213	41,809		42,032	42,590	
2	39,334	44,057		44,280	44,837	
3	41,361	46,526		46,749	47,307	
4	43,605	48,907		49,130	49,687	
5	46,061	53,038		53,261	53,818	
6	48,776	56,184		56,407	56,964	
7	51,477	59,561		59,784	60,341	
8	54,611	63,154		63,378	63,935	
9	57,986	66,976		67,199	67,756	
10	61,580	71,016		71,239	71,796	
11		76,634		76,857	77,414	
Longevity-Ecorse Public Schools:						
M-11-15	61,687	76,741		76,964	77,522	
M-16	61,955	77,009		77,232	77,790	
M-17	61,987	77,041		77,264	77,822	
M-18	62,019	77,074		77,297	77,854	
M-19	62,051	77,106		77,329	77,886	
M-20	62,083	77,138		77,361	77,918	
M-21	62,116	77,170		77,393	77,950	
M-22	62,148	77,202		77,425	77,982	
M-23	62,180	77,234		77,457	78,015	
M-24	62,212	77,267		77,489	78,047	
M-25	62,244	77,299		77,522	78,079	
M-26	62,276	77,331		77,554	78,111	
M-27	62,309	77,363		77,586	78,143	
M-28	62,341	77,395		77,618	78,175	
M-29	62,373	77,427		77,650	78,207	
M-30	62,405	77,459		77,682	78,240	
M-31	62,469	77,492		77,714	78,272	
M-32	62,501	77,524		77,747	78,304	
M-33	62,501	77,556		77,779	78,336	
M-34	62,534	77,588		77,811	78,368	
M-35	62,566	77,620		77,843	78,400	
M-36	62,598	77,652		77,875	78,433	
M-37	62,630	77,684		77,907	78,465	
M-38	62,662	77,717		77,940	78,529	
M-39	62,694	77,749		77,972	78,561	
M-40	62,727	77,781		78,004	78,561	

AFTER

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN
HIRED AFTER JULY, 2007
2023-2024 TEACHERS' SALARY SCHEDULE**

**APPENDIX "A"
Page 6**

	B.A.	M.A.	2ND M.A.	Doctorate	
	<u>Degree</u>	<u>Degree</u>		<u>Degree</u>	
Step 1	38,595	42,227		42,452	43,016
2	39,728	44,498		44,723	45,286
3	41,774	46,992		47,217	47,780
4	44,041	49,396		49,621	50,184
5	46,522	53,569		53,794	54,357
6	49,264	56,746		56,971	57,534
7	51,991	60,156		60,381	60,944
8	55,158	63,786		64,012	64,575
9	58,566	67,646		67,871	68,434
10	62,196	71,726		71,952	72,514
11		77,401		77,626	78,189
Longevity-Ecorse Public Schools:					
M-11-15	62,304	77,509		77,734	78,297
M-16	62,574	77,779		78,005	78,567
M-17	62,607	77,812		78,037	78,600
M-18	62,639	77,844		78,069	78,632
M-19	62,672	77,877		78,102	78,665
M-20	62,704	77,909		78,134	78,697
M-21	62,737	77,942		78,167	78,730
M-22	62,769	77,974		78,199	78,762
M-23	62,802	78,007		78,232	78,795
M-24	62,834	78,039		78,264	78,827
M-25	62,867	78,072		78,297	78,860
M-26	62,899	78,104		78,329	78,892
M-27	62,932	78,137		78,362	78,925
M-28	62,964	78,169		78,394	78,957
M-29	62,997	78,202		78,427	78,990
M-30	63,029	78,234		78,459	79,022
M-31	63,094	78,266		78,492	79,054
M-32	63,126	78,299		78,524	79,087
M-33	63,126	78,331		78,557	79,119
M-34	63,159	78,364		78,589	79,152
M-35	63,191	78,396		78,622	79,184
M-36	63,224	78,429		78,654	79,217
M-37	63,256	78,461		78,686	79,249
M-38	63,289	78,494		78,719	79,314
M-39	63,321	78,526		78,751	79,347
M-40	63,354	78,559		78,784	79,347

APPENDIX "A"

Teachers Salary Schedule (Continued)

In addition to the above salary schedule, the Board of Education has approved the following fringe benefits:

1. Sick Leave with accumulation at the rate of 1.5 days per contract month of employment. (See Section 10.7.1)
Certified contract employees hired after July 1, 1993, may accumulate up to one hundred (100) days. (See Section 10.7.1)
2. Severance or termination pay for 1/4 or 1/2 of the days remaining in the Sick Bank at the current rate of base pay. (See Section 12.4)
3. The Ecorse Board of Education, in order to supplement the present Sick Leave Policy, will provide that health and hospitalization insurance premiums be paid in full for a level of benefit coverage commensurate to that provided in the Agreement for 1996-97. Specifically excluded from payment by the Board are coverages for sponsored dependents or family continuation to his/her policy for payment by the teacher on payroll deduction. (See Section 12.6)
4. Forty-five thousand dollars (\$45,000) term life insurance for the School Year 2021-22, 2022-23, 2023-24. (See Section 12.7)
5. Extra-Curricular Pay according to schedule. (See Appendix "B")
6. Payment for school-sponsored Summer School, Adult Education, Driver Education, and Substitute Teaching according to schedule. (See Appendix "C")
7. One hundred and fifty dollars (\$150.00) for six approved credit hours beyond M.A. Degree according to Policy 4143.
8. Holidays and Vacation Days in accordance with the School Calendar. (See Appendix "D")
9. The Board will provide Optical Insurance benefits to a level of coverage commensurate with that provided by the Agreement for 1996-97.
10. The Board shall provide Dental Insurance in accordance with Section 12.6.

Teachers' Salary Schedule

Those teachers presently receiving additional remuneration for hours beyond a Bachelor's degree will continue to do so until they qualify for movement to the next lane on the salary schedule.

(Example: 5 hours @ 7.50 until he reaches 10 hours)

Salary Schedule: The Second Master's Degree, Educational Specialist, Doctoral Candidate: See Appendix "A".

The Ecorse Board of Education, in establishing the salary for the Educational Specialist authorizes the Superintendent to place those teachers on it who have completed the following: (See Policy #4144)

- A. Possess a Second Master's Degree OR
- B. Possess an Educational Specialist Degree OR

- C. Shall have completed the requirements of the Doctor's Degree up to and including thirty hours of graduate work beyond the Master's Degree. The teacher, to be placed on this schedule, shall have on file with the Superintendent proof of having successfully written the preliminary examinations relating to that degree. The teacher shall have completed the residence requirements of the institution for that degree. The teacher shall also file with the Superintendent the plan he is following to complete the degree as approved by the university issuing the degree.

Salary Schedule: Doctorate Degree: See Appendix "A"

The teacher, to be placed on this schedule, shall have on file with the Superintendent an official transcript from the university granting the Doctorate Degree. The transcript must indicate that the teacher has successfully completed the requirements for the Doctorate Degree.

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

EXTRA-CURRICULAR PAY SCHEDULE 2021-22, 2022-23, 2023-24 SCHOOL YEARS

<u>ACTIVITY</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>	<u>RATE OF PAY</u>
GROUP "A"		FOOTBALL	
(1) National Honor Society	1.3%	(1) Head Coach Varsity	7.0%
(4) Elementary Student Council	1.3%	(1) Assistant Varsity	3.84%
(1) 7 th Grade Chorus	1.3%	(1) Reserve Head	3.53%
(2) 8 th Grade Chorus	1.3%	(1) Reserve Assistant	3.1%
(2) Freshman Class Sponsor	1.3%	(1) Freshman (9 th Grade)	*2.9%
(2) Sophomore Class Sponsor	1.3%		
(1) Robotics Coach	2.0%		
(1) Robotics Assistant Coach	1.3%		
GROUP "B"		CROSS COUNTRY	
(2) Junior Class Sponsor	2.32%	(1) Head Coach Varsity	7.0%
(1) Public Address Broadcast Club	2.32%		
GROUP "C"		BASKETBALL	
(1) Sr. High Vocal Music	2.9%	(1) Head Coach Varsity	7.0%
(1) Jr. High Vocal Music	2.9%	(1) Reserve Head	3.53%
(1) Band Director	2.9%	(1) Freshman (9 th Grade)	2.9%
(1) Student Council	2.9%	(1) Girls Basketball	7.0%
(2) Stage Technicians	3.63%	(1) Girls Reserve	3.53%
(2) Senior Sponsor	3.63%		
GROUP "D"		SWIMMING	
(1) Annual & Photography	4.07%	(1) Head Coach Varsity	7.0%
		HOCKEY	
		(1) Head Coach Varsity	7.0%
ELEMENTARY SPORTS		TRACK	
(13) All Sports	1.16%	(1) Head Coach Varsity	7.0%
		(1) Assistant Varsity	3.84%
		(1) Girls Track	7.0%
JUNIOR HIGH SPORTS (7 & 8)		TENNIS	
(2) Football	2.03%	(1) Head Varsity	7.0%
(1) Basketball	2.03%	(1) Reserve Head	3.53%
(1) Swimming	2.03%		
(2) Track	2.03%		
(1) Baseball	2.03%		
CHEERLEADING		BASEBALL	
(1) Head Coach, Fall & Winter	7.0%	(1) Head Coach Varsity	7.0%
		(1) Reserve Head	3.1%
		(1) Girls Baseball	7.0%
		VOLLEYBALL	
		(1) Varsity Girls	7.0%

Extra Curricular Pay Schedule:

Each rate of pay on the extracurricular pay schedule shall be compensated at the stated percentage in Appendix B. The percent is based on the B.A. minimum as listed on the salary schedule.

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN 48229**

2021-22 SCHOOL YEAR

August 31, 2021	-	Professional Development Day – NO SCHOOL
September 1, 2021	-	Professional Development Day – NO SCHOOL
September 2, 2021	-	Teacher Work Day
September 7, 2021	-	First Day for Students – Full Day
September 22, 2021	-	½ DAY – AM Classes – ALL SCHOOLS
October 6, 2021	-	Fall Count Day
October 20, 2021	-	½ DAY – AM Classes – ALL SCHOOLS
November 2, 2021	-	Professional Development Day – NO SCHOOL
November 11, 2021	-	Parent Teacher Conferences, ½ Day AM Classes – ALL SCHOOLS
November 17, 2021	-	½ DAY – AM Classes – ALL SCHOOLS
November 24, 2021	-	½ DAY – AM Classes – ALL SCHOOLS
November 25-26, 2021	-	Thanksgiving Break – NO SCHOOL
December 15, 2021	-	½ DAY – AM Classes – ALL SCHOOLS
Dec. 20 – Jan. 1, 2022	-	Winter Break - NO SCHOOL
January 3, 2022	-	School Resumes after Winter Break
January 17, 2022	-	Martin Luther King Jr. Holiday – NO SCHOOL
January 19, 2022	-	½ DAY – AM Classes – ALL SCHOOLS
January 28, 2022	-	Last Day of First Semester - ½ Day AM Classes - Record Day
February 9, 2022	-	Spring Count Day
February 10, 2022	-	Parent-Teacher Conferences, ½ DAY AM Classes – SCHOOLS
February 16, 2022	-	½ DAY – AM Classes – ALL SCHOOLS
February 21-25, 2022	-	Mid-Winter Break – NO SCHOOL
February 28, 2022	-	School Resumes After Mid-Winter Break
March 11, 2022	-	Professional Development Day – NO SCHOOL
March 16, 2022	-	½ DAY – AM Classes – ALL SCHOOLS
Mar 28 – April 1, 2022	-	Spring Break – NO SCHOOL
April 4, 2022	-	School Resumes After Spring Break
April 13-14, 2022	-	SAT/PSAT Testing – ½ Day – AM Classes – 11th Grade Only
	-	Parent-Teacher Conferences – ½ Day
April 15, 2022	-	Good Friday – NO SCHOOL
April 18, 2022	-	Easter Monday – NO SCHOOL
April 20, 2022	-	½ DAY – AM Classes – ALL SCHOOLS
May 6, 2022	-	Professional Development Day – NO SCHOOL
May 18, 2022	-	½ DAY – AM Classes – ALL SCHOOLS
May 27, 2022	-	½ DAY – AM Classes – ALL SCHOOLS
May 30, 2022	-	Memorial Day – NO SCHOOL
June 21, 2022	-	½ DAY – AM Classes – ALL SCHOOLS
June 22, 2022	-	½ DAY – AM Classes – ALL SCHOOLS (last day for students)

1st Semester: 90 days

September 7, 2021 - November 9, 2021	(45 days) First card marking
November 10, 2021 - January 28, 2022	(45 days) Second card marking

2nd Semester: 90 days

January 31, 2022 - April 20, 2022	(45 days) First card marking
April 21, 2022 - June 22, 2022	(45 days) Second card marking

Revised: August 4, 2021

(If the two Professional Development Days are not approved as Instructional Days/Hours by the State Board of Education, they will be added to the end of the school year as instructional days.)

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN 48229**

2022-23 SCHOOL YEAR

August 30, 2022	-	Professional Development Day – NO SCHOOL
August 31, 2022	-	Professional Development Day – NO SCHOOL
September 1, 2022	-	Teacher Work Day
September 6, 2022	-	First Day for Students – Full Day
September 21, 2022	-	Early Release
October 5, 2022	-	Fall Count Day
October 19, 2022	-	Early Release
November 8, 2022	-	Professional Development Day – NO SCHOOL
November 10, 2022	-	Parent Teacher Conferences, ½ Day AM Classes – ALL SCHOOLS
November 16, 2022	-	Early Release
November 23, 2022	-	½ Day – AM Classes – ALL SCHOOLS
November 24-25, 2022	-	Thanksgiving Break – NO SCHOOL
December 21, 2022	-	Early Release
Dec. 26 – Jan. 6, 2023	-	Winter Break - NO SCHOOL
January 9, 2023	-	School Resumes after Winter Break
January 16, 2023	-	Martin Luther King Jr. Holiday – NO SCHOOL
January 25, 2023	-	Early Release
January 27, 2023	-	Last Day of First Semester - ½ Day AM Classes - Record Day
February 8, 2023	-	Spring Count Day
February 9, 2023	-	Parent Teacher Conferences, ½ day AM Classes – All Schools
February 15, 2023	-	Early Release
February 20-24, 2023	-	Mid-Winter Break – NO SCHOOL
February 27, 2023	-	School Resumes After Mid-Winter Break
March 10, 2023	-	Professional Development Day – NO SCHOOL
March 15, 2023	-	Early Release
Mar 27-31, 2023	-	Spring Break – NO SCHOOL
April 3, 2023	-	School Resumes After Spring Break
April 6, 2023	-	Parent Teacher Conferences, ½ Day AM Classes- All SCHOOLS
April 7, 2023	-	Good Friday – NO SCHOOL
April 10, 2023	-	Easter Monday – NO SCHOOL
? April 11-12, 2023	-	SAT/PSAT Testing – ½ Day – AM Classes – 11 th Grade Only
April 19, 2023	-	Early Release
May 5, 2023	-	Professional Development Day – NO SCHOOL
May 17, 2023	-	Early Release
May 26, 2023	-	½ Day – AM Classes – All Schools
May 29, 2023	-	Memorial Day – NO SCHOOL
June 23, 2023	-	Last Day for Students – Full Day
June 26, 2023	-	Record Day – NO SCHOOL

1st Semester: 90 days

September 8, 2022 - November 7, 2022	(45 days) First card marking
November 9, 2022 - January 27, 2023	(45 days) Second card marking

2nd Semester: 90 days

January 30, 2023 - April 19, 2023	(45 days) First card marking
April 20, 2023 - June 23, 2023	(45 days) Second card marking

Updated: September 6, 2022

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

EXTRA TEACHING ASSIGNMENTS – RATE OF PAY
2011-2012/2012-2013/2013-2014 SCHOOL YEARS

	<u>Non-Degree</u>	<u>Degree</u>
Summer School	-----	\$36.00 per hour
Adult Education	\$14.00 per hour	\$20.00 per hour
Driver Education	-----	\$20.00 per hour
Emergency Substitute Teaching (Regular Staff doing emergency substitute work in High School)	-----	\$36.00 per hour
Funded Programs	-----	\$20.00 per hour

CONDITIONS FOR EMPLOYMENT OF TEACHERS

IT IS AGREED between the parties hereto that no reprisals whatsoever, whether they be economic, non-economic or otherwise will be imposed against any teacher employed by the Ecorse Board of Education during the 1965-66 school year.

IT IS FURTHER AGREED that all teachers who were on strike during the aforesaid school year and who were discharged by the Board of Education will be reinstated to their position with full privileges excepting that no privileges, rights, salaries, or benefits of whatsoever nature shall accrue to said teachers between 6/3/66 and 9/6/66 other than any benefits already paid by the Board of Education.

IT IS FURTHER AGREED that any teacher hired for the first time by the Board for the 1966-67 school year shall not receive any assignment or benefit beyond that to which he/she is entitled under the existing school policy, or the collective bargaining contract, entered between the Board and the Union, or any assignment or benefit which will result in the loss of any of the rights, privileges, or prerogatives of any teacher who had previously been employed by the Board and had reinstated.

IT IS FURTHER AGREED that the execution of the collective bargaining agreement between the Board and the Union was intended to release any claim which any individual teacher may have against the Board under the provisions of any contract of employment which had been in force prior to the execution of the collective bargaining contract, and that any teacher who is reinstated shall waive his or her claim. The Union agrees to secure such stipulations as are necessary to terminate the pending discharge hearings from all persons not reinstated and not represented therein by the Union and waivers of any claims against the Board of Education.

The Union agrees to save the Board of Education harmless from any claim that any teacher may have against the Board of Education of whatsoever nature or kind that may have arisen between 6/3/66 and 9/6/66, provided the Union receives notice of such claims within five (5) days of service of any process upon the Board of Education.

IT IS FURTHER AGREED that all teachers engaged in the strike of 6/3/66 shall be considered as being laid off between 6/3/66 and 9/6/66 without salaries or benefit of any kind.

IT IS FURTHER AGREED that all records and files made pursuant to law as a result of the strike of 6/3/66 shall be kept and maintained by the Board of Education. No record or notation regarding the strike shall be noted on any teacher's files.

For the purpose of fulfilling the intent of this Agreement, any teacher who shall be reinstated for the 1966-67 school year shall be considered to have completed a full year of service during the 1965-66 school year so as to comply with the requirements of the State Tenure Act and the Teacher Tenure Policy of the Ecorse Public Schools.

IT IS AGREED between the parties hereto that no reprisals whatsoever, whether they be economic, non-economic, or otherwise, will be imposed against any member of the teacher bargaining unit employed by the Ecorse Board of Education for the 1968-69 school year for any act committed during the period of September 1, 1968 to October 3, 1968, including any teacher's failure to appear for work during said period, nor will any judicial determination of fine or imprisonment that may result from litigation directly related to the failure of any teacher to appear for work during said period be used as a cause for discharge or affect any teacher's current or future status of tenure with the Ecorse Board of Education. Each member of the bargaining unit shall receive the salary and other economic benefits to which he/she is entitled under the collective bargaining agreement.

The Ecorse Federation of Teachers will not sue any member of the Board or Administration for damages arising out the collective bargaining negotiations that took place in connection with the 1968-69 contract.

It is intended by the Union that the above provisions shall apply to all members of the bargaining unit.

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: Business Office
Ecorse Public Schools
Ecorse, MI 48229

I hereby request and authorize you to deduct from my pay in 18 equal installments, an amount equal to 2.0% of the negotiated B.A. minimum.

Such deduction shall be forwarded in full to the Treasurer of the Union and shall represent:

- (*) My dues for membership in the Ecorse Federation of Teachers, Local 1425, AFT, AFL-CIO

- (*) My non-member service/agency fee to the Ecorse Federation of Teachers Local 1425, AFT, AFL-CIO in accordance with Article VI, paragraph C, of the Agreement between Ecorse Board of Education and the Ecorse Federation of Teachers.

This authorization is to continue in effect until such time as I leave the employ of the Ecorse Public Schools, Ecorse, Michigan, or until I instruct you in writing to cease deducting such amount. In no event may I instruct the payroll office in writing to cease payroll deductions for this amount before the end of the school year, unless I terminate my employment.

(Signature)

(Date)

(*) Please strike out one of the two statements.

MEMORANDUM OF UNDERSTANDING DATED MARCH 15, 1982, PERTAINING TO SECTION 10.2.2 REASSIGNMENTS AND TRANSFERS:

It is hereby expressly understood and agreed by and between the Ecorse Federation of Teachers and the Ecorse Board of Education that the following agreements will pertain to Section 10.2.2 Reassignments and Transfers as found on pages 15 and 16 of the Agreement between the Ecorse Public Schools and the Ecorse Federation of Teachers. This Memorandum of Understanding more specifically relates to paragraph one on page 16 of the existing contract, which makes references to teaching assignments and the equitable distribution of members of the teacher bargaining unit. It should further be added that all actions resulting from these agreements will be done in compliance with existing local policy and state and federal legislation.

1. Both parties agree that this Memorandum of Understanding will define the mechanisms for implementing teaching assignments as it relates to the above-referenced Article of the Agreement between the Board of Education and the Ecorse Federation of Teachers.
2. Both parties further agree all bargaining unit members, with the exception of the specific exclusions noted, will be included in determining the building racial ratio. Staff members whose responsibilities are district-wide in nature would be excluded from these calculations. As of this date, these positions include the psychologist, speech therapist, social worker and learning disability teacher/consultant. Due to unique certification qualifications, it is further agreed that a separate ratio will be calculated for elementary and secondary staff members.
3. In order to promote building staff ratios, which will reflect the general racial composition of the members of the bargaining unit, it is further agreed that the ratios in the individual building will be representative of the appropriate district ratio. Each building ratio may deviate by a factor of 15% from the related district ratio. Example: If the district-wide ratio of black elementary teachers is 60%, then the ratio of black teachers in any elementary building will be between 45% and 75%.
4. It is further agreed by both parties that teaching assignments would be made in a manner consistent with the above paragraph #3.
5. It is further agreed that the successful applicants for the four positions currently vacant at the Ecorse School Three will be notified. These individuals will be placed in their new assignments effective with the 1982-83 school year.

6. It is further agreed that the vacancies created by making the assignments indicated in Item #5 of this document will be posted and bid. Successful applicants for these openings will be notified in a timely manner. Subsequent vacancies will be posted and bid and applicants will be notified until such time as openings are no longer determined to exist. Both parties, however, agree that though the teaching positions have been awarded, any movement of teacher staff members will be held in abeyance for the balance of the 1981-82 School Year and will be made prior to the start of school in September, 1982.
7. Both parties further agree that certain circumstances adversely affected the ability of the administration to provide each bargaining unit member with a notice of schedule in a timely manner prior to the start of this school year. In the future, all bargaining unit members shall be given a notice of schedule in accordance with Section 11.4 of the existing contract.
8. It is further agreed that a notice of these agreements will be sent to representatives of all the parties associated with the existing Court Order which was implemented on November 30, 1981, recognizing that the Honorable Judge John Fiekens is maintaining jurisdiction over the implementation of this Court Order.
9. Both parties further agree that this Memorandum of Understanding is limited to the above-referenced sections and that it does not modify, alter, or amend the current agreement between the Ecorse Board of Education and the Ecorse Federation of Teachers except as herein mentioned.
10. It is further agreed by both parties that this Memorandum of Understanding resolves the following grievances dated September 8, 1981:
 - (1) Arbitrary and capricious transfer of elementary teachers;
 - (2) Notice of Schedule for elementary teachers;
 - (3) Notice of Schedule for secondary teachers; and that the subsequently scheduled arbitration hearing on these three grievances will be canceled.

(Note: Not as a part of the Memorandum of Understanding, but for clarification purposes, the page numbers referred to in the first paragraph apply to the Agreement in effect for the 1981-82 school year.

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN 48229

TEACHERS' PROBATIONARY CONTRACT

TO: _____ DATE: _____

You are hereby notified of your appointment as a probationary teacher in the Ecorse Public Schools for the school year _____ under the terms set forth hereafter.

This contract, to be valid, must be signed and delivered to the Superintendent's Office within ten (10) days from the date hereof, otherwise the position will be considered vacant.

Superintendent of Schools

TEACHERS' CONTRACT

The above-named and undersigned teacher is appointed and employed to teach in the Ecorse Public Schools of the City of Ecorse at the _____ Degree Level, Step _____, for the school year _____ which shall begin _____, at a salary of _____ for _____ months, payable in equal installments according to the policy contained in the collective bargaining agreement. In accepting employment, the teacher will faithfully observe the rules and regulations adopted by the Board of Education for the governing of the School District of the City of Ecorse, the terms and conditions of a certain collective bargaining agreement dated _____, executed by and between the Ecorse Public Schools and the Ecorse Federation of Teachers, to perform the duties of employment in accordance with the General School Laws and educational policies of the State of Michigan. It is understood that the first two (2), or not to exceed four (4) years, of appointment to a position in the Ecorse Public Schools shall be known as probationary years, leading to permanent continuing tenure as provided in the Michigan Tenure Act, Act No. 4 of the Public Acts of the Extra Session of 1937, as amended. During the probationary period and any extension thereof, this contract may be discontinued by the Controlling Board (Board of Education) of the school district by giving you written notice of discontinuance at least sixty (60) day before the close of the school year or by mutual consent. You may be assigned or transferred at the discretion of the Superintendent of Schools in accordance with the aforesaid collective bargaining agreement.

ECORSE PUBLIC SCHOOLS

Superintendent of Schools

ACCEPTANCE

TO: The Board of Education of the School District of the City of Ecorse:

I hereby accept the appointment to a teaching position in the public schools as tendered through this contract and the terms and conditions of the aforesaid collective bargaining agreement, and agree to all of the conditions therein prescribed.

Home Address While Teaching

Teacher

Home Telephone While Teaching

Date

Permanent Address

Permanent Telephone

MEMORANDUM OF UNDERSTANDING BETWEEN
THE ECORSE BOARD OF EDUCATION
AND THE ECORSE FEDERATION OF TEACHERS, LOCAL 1425

The Board and the Union recognize that athletics and extracurricular activities play a vital role in the growth and well-being of students. To this end, the Board's Athletic Committee, the Athletic Director and the Union on the eight day of August 1997 agree to actively engage in a cooperative effort to formulate procedures for the Development and implementation of new sporting and extracurricular activities for the district.

MEMORANDUM OF UNDERSTANDING
COOPERATIVE RESTRUCTURING OF SCHOOLS

Recognizing that it is the mission of the Ecorse Public Schools and its staff to provide an environment conducive to learning and teaching, the Ecorse Board of Education and the Ecorse Federation of Teachers on August 8, 1997, joined hands in a collaborative venture with the best interests of our students by emphasizing accountability in the work place and being sensitive to the needs of each and every student beginning with a new spirit of cooperation and restructuring our schools to meet the needs of the 21st century cooperatively and collaboratively, making the education of our students the utmost priority going into the new millennium.

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGANMEMORANDUM OF UNDERSTANDING DATED FEBRUARY 4, 1998, PERTAINING
TO SECTION 10.7, II., B. 1. c., BEREAVEMENT LEAVE

It is hereby expressly understood and agreed by and between the Ecorse Federation of Teachers and the Ecorse Board of Education that the following agreements will pertain to Section 10.7, II., B. 1. c., Bereavement Leave as found on page 21 of the Agreement between the Ecorse Public Schools and the Ecorse Federation of Teachers. This Memorandum of Understanding more specifically relates to the time frame when such Bereavement Leave shall be taken. It should further be added that all actions resultant from this agreement will be done in compliance with existing local policy and state and federal legislation.

1. This Memorandum of Understanding applies to the conditions set forth in this Bereavement Leave section of the contract as it applies to the employee.
2. The Bereavement Leave period is confined within the established school calendar year. The school calendar year generally begins the last week in August and ends the middle of June (as negotiated).
3. If a death occurs of a relative so stipulated under this Leave section during a schedule break or holiday period, the employee must take the three Bereavement Leave days consecutively within the first ten (10) calendar days after school resumes.
4. Under no circumstances will the employee be allowed to take more than three (3) Bereavement Leave days per death as defined under the terms of the contract.
5. Further, under no circumstances, will any employee be eligible for Bereavement Leave as described in Section 10.7, II., B. 1, while he/she is on any other leave as described in Section 10.7.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE ECORSE BOARD OF EDUCATION
AND THE ECORSE FEDERATION OF TEACHERS

The Board and Union recognize the value in offering students in kindergarten through grade six, special subject areas such as art, physical education, music and foreign language. To this end, the Board commits to providing special subject area teachers, wherever possible, in an attempt to permit each student to have one such class each day. It is understood and agreed that such action by the Board in making special subject classes available will be within the Board's discretion and contingent upon all relevant factors, including the financial ability of the district.

Since it is the Board's intent to make such special subject area classes available in addition to rather than in lieu of regular academic classes, the Board commits:

- A- To make every effort to identify, recruit and hire special subject area teachers;
- B- To schedule such special or "enrichment" classes so as to permit regular classroom teachers to use enrichment class time for lesson preparation; and
- C- To exhaust all other available and reasonable options to identify substitute teachers before requiring such special subject area teachers to substitute for a regular classroom teacher.
- D- Effective July 1, 2007, the Board and union agree to hire four (4) part-time teachers to teach enrichment classes at the elementary level.

All teachers hired under this section shall receive single person health care coverage.

TORNADO WATCH/WARNING POLICY

Students of Ecorse Public Schools will not be dismissed from school early in the event that a "tornado watch" is issued. Students will be released at the normal end of the day dismissal time.

When a "tornado warning" is issued, the students will be kept in the school building until the "tornado warning" is lifted. A "tornado warning" is issued only when a tornado has been sighted. It is important that we do not release the students at this time.

The staff of the Ecorse Public Schools will do everything possible assuring the safety of the students in Ecorse.

Revised: April 4, 2011