



EASTPOINTE
COMMUNITY SCHOOLS

Agreement between
Eastpointe Federation of Teachers
and
Eastpointe Community Schools

Agreement covering Teachers & Paraprofessionals

August 23, 2025 - August 22, 2028

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TEACHER CONTRACT

ARTICLE 1: PURPOSE & SCOPE

1.1. Effective Date

This agreement entered into between the Board of Education of Eastpointe Community Schools, Macomb County, MI, hereinafter called "the Board" and the Eastpointe Federation of Educators, hereinafter called "the Union" shall continue in force and effect until 11:59, August 22, 2028.

1.2. Negotiation deadlines

Negotiations with regard to a new contract shall commence not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.

1.3. Negotiations restrictions

While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties.

1.4. Contract authority

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

1.5. LOU's

This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.

1.6. Board reserved rights

This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public-school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.

1.7. Non-interference

The board shall not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of academic and professional freedoms do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.

1.8. Contract Legal Limitations

This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.

1.8.1. In the event this agreement or any part of it shall at any time be held contrary to such laws, the parties will meet to renegotiate the items in question which are not prohibited subjects of bargaining.

1.9. Strikes & Pickets

During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public bargaining unit member to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.

1.10. Non-discrimination

Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any bargaining unit member.

1.10.1. The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior membership or past participation in the activities of any bargaining unit member.

1.10.2. Membership in the Bargaining Unit shall not be required as a condition of employment of any bargaining unit member with the Board. Further, nothing herein shall prohibit or require any teacher from being a member of or participant in the activities of the Unit except as required by the provisions of this Contract.

1.10.3. The Board shall seek out and hire a certified integrated Staff reflective of all races.

ARTICLE 2: RECOGNITION AND UNION RIGHTS

2.1. EFE recognition as bargaining agent

Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)-(22) as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17.455 (1)-(8) up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)-(32), the Board does hereby recognize the Eastpointe Federation of Educators as the exclusive representative of all Certified Instructional Personnel, including Alternative Education, Counselors, School Nurses, Vocationally Certified Nurses, Vocationally Certified Instructors, Deans of Students, and Instructional Coaches (section B) as well as the following special services personnel: Social Workers, Speech Pathologists and Psychologists; excluding Superintendent, Assistant Superintendent, Supervisors, Administrative Assistants, Directors, Principals, Assistant Principals, and all other bargaining unit members. The term teacher when used hereinafter in this agreement shall refer to all bargaining unit members recognized in this paragraph, as amended, and "support staff" shall refer to all bargaining unit members recognized in this paragraph whose employment is not regulated by the Act, such references shall mean both male and female members. When the term bargaining unit members is used hereinafter, it refers to all bargaining unit members recognized in this section regardless of their status under the Tenure Act.

2.2. Individual Bargaining

No person or persons shall bargain individually or collectively with the Board concerning any position within the bargaining unit nor any terms or conditions of the agreement except through the authorized representatives of the Union.

2.3. Staff List

The employer shall forward to the Union a list of all bargaining unit members within their respective bargaining unit classifications indicating their seniority date and building assignment within sixty (60) days following the opening of school.

2.3.1. Further, the employer shall notify the Union of any changes in the above.

2.4. Membership not mandatory

Each member of the Bargaining Unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.

2.5 Dues Deduction The district shall allow for EFE dues to be deducted from bargaining unit members' paychecks upon the member's request. The amount of the deduction shall be provided by the EFE to the district at least 30 days prior to the first expected payment period.

2.5.1. The EFE shall notify the district in writing no later than 90 days following the start of school or the employment date of a new hire, the amount authorized by any employee to deduct from their bi-monthly paycheck for that school year.

2.5.2. The EFE will provide a written authorization form signed by the member indicating their consent to have dues deducted. Dues deductions shall continue indefinitely until the teacher, in writing, revokes his/her authorization by notifying the EFE and the district. This can occur at any time during the school year.

2.5.3 Deductions will begin as soon as it is convenient and plausible for the district to process the request. Not to extend beyond 30 days of notification.

2.5.4 The district shall not be responsible for collecting retroactive dues payments, collecting dues during a teacher's unpaid leave of absence, or collecting dues when the teacher's bi-weekly pay is not sufficient to cover their share of dues.

2.5.5 After each pay period in which dues are deducted, the district will forward a check or make an electronic funds transfer and an itemized payroll report to the EFE treasurer within seven (7) business days.

2.5.6 The EFE agrees to defend, indemnify and save the district harmless against attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the district shall give timely notice of such action to the EFE.

2.5.7 The district agrees to give full and complete cooperation to the EFE and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.

2.6. Cooperation

The Board shall provide to the Union, upon request, any and all information as required by law.

2.7. Negotiations schedules

Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this contract, members mutually scheduled to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary.

2.8. Member/ administrator discussions

Nothing in this contract shall be construed to prohibit any bargaining unit member, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.

2.8.1 Union representation rights.

Bargaining unit members required to meet with the Administration on disciplinary matters shall be so informed and shall have union representation at said meeting if so requested by the bargaining unit member.

2.9. Open Meetings

Board agendas and the Superintendent's Report shall be provided for the Union President as well as emailed to all members and posted on the website in compliance with the open meeting act.

2.10 Union Conference days:

The Union is granted thirty-five (35) conference days which may be used by such member or members of the bargaining unit as the Union President, in their sole discretion, shall determine. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations, to be billed annually.

2.10.1 Union release time

The Union President shall be released halftime to conduct staff support activities, as they deem necessary, to ensure the smooth operation of the district. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations.

2.10.2 If the Union President is from the secondary level, they shall be assigned three (3) teaching periods and one (1) preparation assignment. They shall be released for two (2) teaching periods exclusive of lunch. If the President is from the elementary level, they shall be assigned one-half day and shall be released one-half day exclusive of lunch.

2.10.3. The Union Treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for the daily salary of the substitute teacher assigned to teach the Treasurer's classes.

2.11. Bulletin boards

The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types: notices of recreation and social events; notices of Union elections; notices of results of Union elections; notices of meetings; Collective Bargaining Agreement amendments and supplements, Union literature; and professional literature.

2.11.1. Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his/her initials or signature.

2.11.2. The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.

2.12. Mailbox Usage

The Union shall have the right to place material in the mail boxes of all bargaining unit members in buildings.

2.12.1. Material detrimental to the employer and employee relationship shall not be placed in mailboxes.

2.12.2. A copy of material for general distribution shall be given to the building principal and Superintendent.

2.12.3. All material placed in the mail boxes shall contain on it the identity of the sender.

2.12.4. The Union, bargaining unit members, or the Board shall not use the school mailboxes for distribution of local school board candidates' campaign materials.

2.13. Superintendent conferences

Special Conferences shall be arranged between the Union President and Superintendent or their designee. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.

2.13.1. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the time of the conference. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.

2.13.2. The Union may use a building without charge, provided there is no additional cost to the Board, for bargaining unit membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.

2.14 Materials use

The Union agrees to reimburse the School District for the use of expendable materials used by the Union.

ARTICLE 3: INDIVIDUAL SECURITY & WORKING CONDITIONS

3.1 Concerted Effort

Instructional Considerations, with regard to 3.1.1-3.1.14, the Board shall make a concerted effort with consideration of the following:

3.1.1 To assign no more students to a classroom than there are student **work stations**.

3.1.2 **Placement of students** shall be entrusted to the integrity and judgment of the professional staff of each building, who shall assess the total ability of the pupils. In reaching such a determination, the involved professional staff of the building shall take into consideration the reading ability of the students.

3.1.3 To assign no more than one hundred (100) English students per secondary English teacher per day.

3.1.4 **Class size:** Grades 6-12 The Board of Education shall make a concerted effort to meet the minimum standards set by the North Central Accrediting Association for teacher/pupil ratio.

3.1.5 In the secondary schools, to assign not to exceed three (3) different **subject preparations** per secondary teacher unless the teacher desires otherwise. Classes using different officially adopted textbooks shall be considered different preparations.

3.1.6 To employ two (2) **building subs** in an effort to upgrade substitute teaching in each building.

3.1.7 To provide adequate **office space**, adequate space for special service, confidential phone facilities, adequate staff, and sufficient secretarial help, class size and class loads to meet State Special Education standards.

3.1.8 **Special's classrooms:** To provide one room in each elementary building for teaching art, and one room in each elementary building for teaching vocal music.

3.1.9 To establish a program with an appropriate budget to expose students to experiences that will enrich their understanding and appreciation of art. **Art** shall be offered at the middle school level.

3.1.10 To provide students showing unusual interest and ability an opportunity to elect **additional courses**.

3.1.11 To assign an **elementary special teacher** not more than twenty-six (26) sections.

3.1.12 To not assign High School teachers a **B-lunch** for two consecutive years without the teacher's request or approval.

3.4.13. To give priority to applicants for the position of **counselor** with at least five (5) years teaching experience.

3.1.14 **Specials as subs:** Administration shall ensure that all elementary classrooms are covered with a substitute teacher before substitutes are placed in special subject classes.

3.2 Teacher Leadership and Collaborative Decision Making

3.2.1 Teachers may make recommendations relative to **grading and evaluation methods** to the Superintendent or their designee who shall consider these recommendations.

3.2.2 A **standing committee** consisting of teachers from various levels and the administration but whose majority shall be teachers, shall continue to function for the purpose of **improving the total educational program**. The committee may establish and appoint subcommittees.

3.2.3 Teachers shall participate in changes or additions in curriculum, instructional materials, instruction or textbooks and shall have representation on all committees involving these areas. When district wide committees are called in these areas, teacher participants will be appointed by the Union President. Suggestions may be offered by appropriate administrator(s).

3.2.4 The EFE President will appoint a teacher representative from the elementary, middle school and secondary level to serve on the Student Code Committee.

3.2.5 Any **change of an experimental nature** involving the instructional program or organizational structure within a building, which may affect working conditions, as defined in the contract must be presented to the Superintendent who shall consider the recommendation and shall give written reasons for rejecting any such recommendation. Upon approval of the Superintendent, the program will be presented to the Board of Education for final approval. The presentation will include any study committee recommendations. Said committees will also have an opportunity to independently present opposing recommendations to the Board of Education, if they so choose.

3.2.6 The union shall have the right to have a **building representative** as a member of any **building level decision making team** to avoid contractual conflicts from occurring as a result of choices made by such a committee.

3.3 Professional Development

3.3.1 **Attendance at conferences, workshops, and conventions** is desirable to maintain and improve professional competence and proficiency and to enhance the educational program of the School District. Teachers shall be encouraged to participate in such meetings. The Board will attempt to make available via electronic communications and post in all buildings a list of all educational conferences and conventions received by the administration in sufficient time so that teachers may make application and shall allocate to the teachers in each building a conference budget to be used for teachers' attendance at educational conferences and conventions. Decisions relative to the spending of these monies shall be made by the building principal in consultation with the staff. The building principal shall make a monthly written statement of expenditures and uses.

3.3.2 If the District requires a member to attend **professional development opportunities outside of the normal school calendar** (i.e. weekends or summer), the district shall pay participants a daily stipend and any travel expenses incurred for travel outside the district by the participant.

3.4. Prep Periods

3.4.1 A teacher, with their consent, may be assigned a duty during their preparation period and/or during their lunch period.

3.4.2 Teachers may use classrooms, lounges, or a room with a library atmosphere for preparation periods.

3.4.3 High School teachers shall have a **daily duty-free preparation** assignment equivalent to a normal class period.

3.4.4 Middle school teachers shall have a **daily duty-free preparation** period equivalent to a normal class period. In addition, team planning periods will be scheduled within the guidelines of the middle school day.

3.4.5 Elementary teachers may use a minimum of **fifty (50) minutes a day as duty free preparation** assignment during which their classes are scheduled for special classes including but not limited to art, music, physical education or library.

3.5 Subbing. Teachers have a daily duty free prep period.

3.5.1 If failure to secure adequate substitutes occurs the district may assign a teacher to **sub during their Prep** period. If this occurs, it would have an automatic remedy of paying the teacher the hourly duty wage listed in 5.5.1.

3.5.2 **Itinerant staff** that is called upon for subbing will be paid under provisions of 5.5.1

3.5.3 A single occurrence of **doubling** would be treated as a subbing period. An extended doubling would be treated as an overage.

3.6 Working Environment

3.6.1 Unless a teacher is negligent, they shall not be held liable by the Board for **property loss** or damages.

3.6.2 **Recess.** Grades kindergarten through five, inclusive, may have recess both morning and afternoon, if feasible within the physical structure and playground area.

3.6.3 **Report Time.** All teachers report for work, at their classroom, ten (10) minutes before their first assignment. All teachers are to remain in their building ten (10) minutes after the close of the student day.

3.6.4 No more than four (4) **consecutive periods** will be assigned to a secondary teacher without his/her consent.

3.6.5 The **student counselor ratio** shall not exceed 450/1

3.6.6 Positions requiring **extra calendar days**:

- a) Dean of students shall work an additional 7 or 8 days depending on building needs and task completion
- b) Counselors shall work an additional fifteen (15) days
- c) Instructional coaches shall work an additional three (3) days
- d) Assessment Coordinators K-8 shall work an additional three (3) days
- e) Department Leaders shall work an additional three (3) days

3.6.7 **Lesson Plans.** All teachers will develop lesson plans for their classes and have them available for review by their building administrator by the start of the work day on Monday.

3.6.8 **Climate Monitoring:** The district shall strive to maintain adequate temperatures within instructional areas of each school building. Where practical, a teacher's class may be temporarily moved to another location in the facility to address excessively high or low temperatures, or other remedies may be provided after consultation with the EFE. The district reserves the right to determine when it may need to close a school(s) based on extreme temperatures.

3.7 Class size and exposure

3.7.1 The maximum class size in Eastpointe Community Schools shall be as follows:

K-1.....	25
2.....	28
3-4-5.....	30
Split 1-3.....	22
Split 4-5.....	25

3.7.2 Elementary teachers in grades kindergarten through five, excluding the areas of art, music, physical education, library and band, shall not be assigned to teach more than one grade in a school year.

3.7.3 **SPLIT CLASSES** No teacher in the elementary schools shall be required to assume the duty of teaching a split grade class without his/her consent. If no teacher accepts the split class, then the building administrator may select a teacher to teach the split class.

3.7.4 **OVERAGES** Should any classes exceed these limits after the fall student membership count, the prescribed limits will be met by means of the following:

- (a) Transfer of student(s) to another section(s).
- (b) If class overage is still present and limited to one (1) student, allocation of \$50.00 for purchasing of instructional materials by the teacher, with approval of the building principal.
- (c.) If class overage is more than one (1) student, payment of \$15.00 per student overage, per week, to the teacher, with payment made semiannually.

(d) Exceptions may be made for specialized instruction or experimental instruction, or that type of lecture, study hall, instruction, or subject matter which permits larger class sizes such as commercial, vocal, or instrumental music, physical education, and industrial or vocational classes. Appropriate limits for those classes shall be reliant on safe supervision capacity and student stations available to safely house students in such classes.

3.7.5 The normal weekly teaching load for all teachers will not exceed twenty-seven (27) **pupil contact** teaching hours.

3.8 **Special Education Issues**

3.8.1 Special Education classes shall meet the standards prescribed by state law. Exceptions may be made for specialized instruction or experimental instruction, or that type of lecture, study hall, instruction, or subject matter which permits larger class sizes such as commercial, vocal, or instrumental music, physical education, and industrial or vocational classes.

3.8.2 The Board of Education will attempt to employ substitute teachers with training and/or experience in special education. To this end, selected substitutes may be required to receive appropriate in-service training in all aspects of Eastpointe special education classrooms.

3.8.3 **Diapered children:** the parties agree to meet after contract ratification to continue to work in good faith on addressing issues related to staffing and compensation in regards to diapering children.

3.8.4 The district will strive not to **schedule IEP meetings** on a special ed teacher's prep period more than 2 times in any single week without their consent. The district may employ a substitute to provide a scheduling period for multiple IEP meetings to alleviate the potential of this occurring.

3.9 **Lunch Periods:** All Teachers shall have a 30 minute daily duty free lunch period.

3.10 **Evening Activities**

3.10.1 The EFE recognizes and endorses the fact that it is the professional responsibility of all teachers to participate in the annual evening open house and/or evening parent/teacher conference nights, not to exceed two (2) evening activities per school year.

3.10.2 Teachers unable to attend the evening activities will lose one-half (1/2) day, per occasion, from their annual personal leave day accrual.

3.10.3 Teachers unable to attend an evening activity will advise their building principal at least 24 hours before the scheduled activity. Teachers not attending a parent/teacher conference night will contact all parents who have requested a conference during the conference evening.

3.11 **Elementary Specials Committee:** The elementary specials' schedule shall be constructed by a committee of two (2) special teachers selected by the Union President and at least one administrator selected by the Superintendent. Once completed, it shall be implemented as developed in all schools. Should conditions change such that a permanent deviation is necessary, approval by the committee is required.

3.12 **Teacher threat and Assault**

3.12.1 A teacher assaulted by a student shall be notified of the district's policies with regard to student assault.

3.12.2 If the principal is informed of a serious threat to do harm against a teacher, and the principal believes it may be carried out, the principal will inform the teacher of the situation and the results of any investigation.

3.12.3 The teacher may be a witness at a board level hearing regarding the alleged assault or threat.

3.12.4 Any case of alleged assault upon a teacher or their family by a student or a student's parent/guardian, or a serious threat of violence is made by a student or a student's guardian, which had its inception in a school centered problem, must be promptly reported to the administration. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended for at least the period of time during which an investigation occurs. The alleged assault will be promptly investigated by the principal or their designated representative. After the investigation, the investigator, the teacher and the Superintendent shall determine a suitable punishment for the assaulting pupil (s), up to and including the involvement of law enforcement. Pursuant to federal and state law, consideration for special education/ 504 students may be applicable. It is understood and agreed that a special education student may engage in physical contact with a bargaining unit member which may not be considered assaultive behavior, but rather a manifestation of the student's disability. This behavior will be determined with a manifestation hearing and appropriate consequences will be addressed through special education procedures.

3.12.5 If it is substantiated that a student or their parents threaten a teacher or their family, a teacher has the right to request that any return to the classroom should follow a mediation with either law enforcement, conflict resolution, administration, teacher and parents as well as the student. The teacher shall have a right to be a part of any mediation attempts that are deemed appropriate.

3.12.6 Teachers shall have a right to a copy of any official reports or determinations relating to the threats against them including the original threat assessment made by the district building team.

ARTICLE 4: GRIEVANCES

4.1 The primary purpose of this procedure shall be to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any bargaining unit member to discuss an alleged grievance with any appropriate member of the administration.

4.2 A "grievance" is defined to be any difference that may arise between the parties hereto as to:

4.2.1 Any matter relative to pay, hours of employment and other conditions of employment;

4.2.2 Any matter or disagreement regarding the application or interpretation of this agreement.

4.2.3 Any unilateral change or addition in policy or practice by the Board which may affect wages, hours or other conditions of employment.

4.3 The Board retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this agreement. The Board retains all rights not in conflict with this agreement.

4.4 The number of days indicated at each step should be considered as suggested maximum guidelines and every effort should be made to expedite the process. Time limits may be extended only by mutual consent.

4.4.1 **STEP ONE** If a Bargaining unit member or the Union has a complaint, it shall be addressed in one of the following ways;

a. The bargaining unit member may discuss it with the immediate supervisor individually;

- b. The bargaining unit member may discuss it together with the Union representative and the immediate supervisor;
- c. The bargaining unit member may discuss it with the immediate supervisor through the Union representative.

If the Union is not satisfied with the results of such discussion, the complaint shall be reduced to writing within fifteen (15) days of the alleged occurrence of the complaint at which point it shall become a grievance. The supervisor shall provide a written disposition within three (3) days from the receipt of the written grievance.

4.4.2 STEP TWO In the event the Union is not satisfied with the disposition of Step 1, the Union President or their designee, may appeal to the Superintendent within five (5) days after receipt of the disposition of the supervisor. The Superintendent shall meet and confer on the grievance with the Union President within six (6) days after receipt of the appeal. A written disposition shall be issued by the Superintendent within five (5) days after the conference.

4.4.3 STEP THREE

- a. The Union may, within ten (10) days after receipt of the written reply of the Superintendent, request arbitration by written notice to the Superintendent. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the Union within thirty (30) calendar days after written notice has been given to the Superintendent. If the parties fail to mutually agree as to the arbitrator, an arbitrator shall be selected in accordance with the procedures established by the American Arbitration Association (AAA).
- b. The decision of the arbitrator shall be final and binding on the parties. Guidelines for the proceedings shall be within the parameters established by AAA labor arbitration rules.
- c. Fees and expenses for the arbitrator only shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

4.5 Failure of the administration at any step of the grievance procedure to render its disposition on a grievance within the specified time limit(s) shall move the grievance to the next step in the grievance procedure.

4.5.1 Failure of the Union to process its claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the Union with the disposition of the grievance by the Board at any previous step.

4.6 The following matters shall not be the basis of any grievance:

4.6.1 Termination of services or failure to re-employ by the Board of any probationary teacher.

4.6.2 Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law or by regulation including any matter subject to the procedure specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended M.S.A. (15.1971, etc.);

4.6.3 Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring were followed. 4.6.4 Prohibited subjects of bargaining under state law.

4.7. No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.

ARTICLE 5: SALARY

5.1 Salary

5.1.1 The base salary schedule for 2025-26 thru 2027-28 school years is as set forth in Appendix A1.

5.1.2 Employees working **less than full time**, but at least .5 shall have prorated benefits. Employees working less than half-time shall not be eligible for benefits.

5.2. Additional Education Standards Coursework beyond the Bachelor's degree must satisfy, or must have satisfied, the requirements of the State Board of Education for professional teacher's certification and/or must be of graduate character in the field of education (i.e., in education, in psychology, or subjects which are taught on the level of the teacher's certificate) as approved by the Superintendent or designee. The work beyond the Bachelor's degree or Master's degree must be of graduate character in the field of education taken in an accredited institution of higher education.

5.3. Lane Movement

Movement from lane to lane shall be made at the beginning of each semester, when proper certification of work has been submitted to the Administrative Services by October 14 or March 14. Achievements of education credits beyond the master's degree will be recognized with a stipend listed in Appendix A2.

5.4. Longevity: Teachers will be granted Longevity based on years of service to the district. See Appendix A3

5.5. Hourly Rate:

5.5.1 A regular teacher shall be paid (\$30) per period for substituting during a school day. If an itinerant member that does not have a prep period (ex. Counselor, Social Worker, Speech Pathologist, School Psychologist, etc) shall be paid \$30 if asked to substitute for one or more periods during a school day. In mutually agreed total or partial school programs necessitating rearrangement of students with the faculty intact (meaning that no teacher has left the school district), no additional compensation shall be paid.

5.5.2 The professional hourly rate for teachers beyond the school day (not covered by additional stipend) shall be \$30/ hour. (i.e. School Improvement Team (SIT), committee meetings, curriculum meetings, etc)

5.5.3 **After School Duties-**A bargaining unit member not covered by a supplemental contract shall be paid \$25.00 per hour if assigned for participation in or sponsoring of an approved activity after the normal school day where there is an admission fee charged. (i.e. working sporting events)

5.6 Outside Teaching Credit:

5.6.1 The district may provide salary step credit for appropriate outside teaching or other relevant experience.

5.6.1 a) Expiring language: The district will make contract adjustments to more closely equate steps to years for teachers currently employed whose salary step is less than their years of experience due to hiring caps or salary scale condensation in previous contracts. The method of these adjustments will be as follows:

All employees continue to advance at least one step even if they are getting correction steps. Non-tenured people hired on or before 8/22/22 will wait at least one year to start correcting. Tenured is defined as having 5 years of service. Additional step adjustments over the three (3) years of the contract will be as follows:

1. Tenured people 7 or more steps difference would get +2/ +1/ +1 over contract
2. Tenured people 5 & 6 steps difference would get +2/+1/ +0
3. Tenured people 4 or less steps difference would get +1/+1/+0
4. Tenured people 3 or less steps difference would get +1/+0/+0
5. Non tenured people 4 or more steps difference would get +0/ +1/+1
6. Non tenured people 3 or less difference would get +0/ +0/ +1

5.6.2 National Guard Service A teacher who is in the Armed Forces Reserve or the National Guard shall be paid the difference between their reserve pay and their regular pay with the School District when they are on full time active duty during the normal school year (provided proof of service and pay is submitted) for a maximum of two (2) weeks per year, except in the case of an emergency approved by the Board, who may extend the time.

5.7 Pay Frequency

Bargaining unit members will be paid on 24 bimonthly pays on the 10th and 25th of the month unless they have a terminating contract which calls for fewer pays. If the regularly scheduled pay falls on a holiday or weekend day, the payday will be on the day before the pay day will be on the day before the weekend or holiday period.

5.8 Cooperative programs extra days

Vocational teachers involved in vocational programs which have a cooperative component will be employed for a minimum of ten (10) days beyond the normal school year. Additional days of employment will be paid at the teacher's daily rate.

5.9 Non-athletic supplemental Contracts Supplemental contracts shall be listed and calculated in accordance with Appendix F. The parties agree to meet after contract ratification to continue to work in good faith on addressing issues related to supplemental contracts.

5.10 Supplemental (athletic) activities shall be listed and calculated in accordance with Appendix G. The parties agree to meet after contract ratification to continue to work in good faith on addressing issues related to supplemental contracts.

5.10.1 Supplemental contracts will be awarded on the basis of qualifications and experience with the sport or activity. Bargaining unit members will be given preference when qualifications and experience are similar.

5.10.2 In the event a non-bargaining unit member is selected over a bargaining unit member, the bargaining unit member shall have the right to appeal. Appeals will be made to a standing committee composed of two (2) administrators and two (2) bargaining unit member coaches. The decision of this committee will be final. A tie vote will result in a final decision being negotiated by the EFE President and the Superintendent.

5.10.3. Teachers granted supplemental contracts shall not gain tenure in that assignment.

- a) Supplemental Contracts positions are annual appointments.

- b) All supplemental coaches shall receive an annual evaluation of their performance. A mid-season evaluation may be given if a supplemental contract is in danger of non-renewal. Failure to renew shall be based upon the results of the evaluation.
- c) Failure to renew a bargaining unit member to a supplemental assignment may be appealed to the standing committee on athletic hiring mentioned in this section.

5.10.4. Supplemental contracts issued to non-bargaining unit members shall be reposted annually for two successive seasons. If no bargaining unit members apply, said supplemental shall not be re-posted except in accordance with established policy.

5.10.5. Supplemental contracts for persons entering the field of coaching shall be based on the step level and salary lane according to actual years of paid coaching experience in that sport. No more than one (1) year of coaching experience may be earned in any one school year.

5.10.6. In the event that athletic programs must be consolidated, the coaching positions for each team shall be posted as a new position in accordance with the provisions of this contract.

5.10.7. All physical education teachers are encouraged to coach at least one (1) sport each school year.

5.11 Supplemental Pay Schedule

5.11.1 Teachers receiving year-round supplemental pay, as cited in Appendix F, shall be paid proportionately throughout the school year unless otherwise noted.

5.11.2 Teachers receiving seasonal supplemental pay contracts shall be paid in total at the conclusion of the last scheduled activity.

5.12 Supplemental Contract committee

The parties agree to meet after contract ratification to continue to work in good faith on addressing issues related to supplemental contract committees.

5.13 Travel Reimbursement

Travel reimbursement will be paid to those members of the bargaining unit as follows:

- a. When driving to a District-approved event outside of the district, at the IRS mileage rate to be calculated from the bargaining unit member's residence or District building from which the bargaining unit member travels to or from the event, whichever is closer, where the bargaining unit member travels directly to or from his/her residence.
- b. For members assigned to two buildings within the district during their daily assignment a yearly stipend of \$200 will be paid to members at the conclusion of the school year.

5.14 Severance

A severance payment will be paid to bargaining unit members for each year of service in the district provided the member is eligible for retirement and makes application to the Michigan School Employees Retirement System. Severance payment shall be \$400 for each year of service. Paraprofessionals are not eligible for severance payments.

5.15 Mentor Pay

Teachers must mentor for a full year to receive the full mentor stipend. If a teacher does not mentor for the entire year, they will be paid on a prorated basis. Appropriate documentation is required to be submitted to the appropriate administrator to qualify for mentor pay. Mentor teachers will be compensated as listed in Appendix F.

5.16 Department Leader

The District will provide a written job description for the Department Leader. To be eligible to be a Department Leader, the teacher must have a satisfactory evaluation as a teacher and, if applicable, as a Department Leader. Department leaders will be compensated as listed in Appendix F.

5.17 The High School Assessment Leader

The High School Assessment Leader will be compensated as listed in appendix F. Additionally, if the High School Assessment Leader is a classroom teacher, they will be provided one (1) hour of release time per day to carry out duties and responsibilities as Assessment Leader.

5.17.1 The District will provide a written job description for the Assessment Leader. The Assessment Leader shall be evaluated each school year by the principal. In the event of an unsatisfactory evaluation, the Assessment Leader may be removed from the position.

5.17.2. During the official state testing window the Assessment Leader will be released from all class responsibilities by being provided with a substitute teacher.

5.17.3. The Assessment Leader will be paid on the contracted per diem basis if required to report to work during a vacation period.

5.18 Fund Balance restrictions

Employees eligible for step movement on the salary schedule will not in fact move if the District projects that its fund balance is less than eleven percent (11%) for the previous school year as reflected in the District's June budget resolution. If such projection is confirmed in the District's audit completed and received by the District in November, then no step movement will in fact occur; if such audit shows that the district fund balance is eleven percent (11%) or more, then step movement will in fact occur for that school year, retroactive to the beginning of the school year. "Fund balance" is undesignated and/or unassigned general fund balance, and it would not include general fund revenues generated by sale of capital and/or financial gifts given to the district. It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.

5.19 Step advancement restrictions: Eligible employees shall not advance on the salary schedule or receive other negotiated salary increases if they received a year-end evaluation rating of Needs Support (1) on their most recent year-end evaluation.

5.20 Teacher in Charge

In the event a teacher on staff assumes the responsibility of administration during a "teacher in charge" assignment they shall be paid an additional stipend listed in appendix "F".

ARTICLE 6: INSURANCE

6.1 Insurance Cost sharing

The Board shall pay 80% of the premium or illustrative rate for health care coverage for any member and their family. The Board shall maintain coverage except as defined below (see 6.9).

6.1.1 **Flex account:** The Board of Education will provide a voluntary flexible benefit option to all employees.

6.1.2 **Carrier:** The selection of the carrier shall be by the Board of Education with prior consultation with the Federation.

6.2 **OPTION 1: Coverage:** Employee chooses to accept district health care coverage. See Appendix B for Terms.

6.3 **OPTION 2 (Opt Out):** Employee chooses to "Opt Out" of insurance coverage. A "Plan Year" cash rebate of \$2400 will be paid to the employee (prorated at \$200 per month).

6.3.1 This is available only to those employees choosing to "opt out" of medical coverage. This option is available to employees providing adequate proof of outside insurance.

6.3.2 **OPTION 2** is not available to an employee and their spouse, both of whom are employed in the district.

6.3.4 Each benefit description is intended as an easy-to-read summary. It is not a contract. For complete details of benefit terms, conditions, limitations, and exclusions please see your benefits contract.

6.4. **Optical Coverage:** The Board shall provide each teacher with optical insurance as indicated in Appendix B.

6.5 **Life Insurance:** The Board shall provide each bargaining unit member with \$35,000 group term life insurance with double indemnity and a \$2,000 Dependent Basic Term Life Insurance policy.

6.6 Annuities

6.6.1 The Board shall provide for each bargaining unit member payroll deductions to purchase tax shelter annuities.

6.6.2 Carriers will be limited to those having ten (10) or more bargaining unit member subscribers and providing direct billing to the district.

6.6.3 Deductions will be taken each pay period totaling 24 pays per year.

6.7 Dental Insurance:

6.7.1 See Appendix B for coverage schedule.

6.7.2 If a member chooses a "50% of reasonable charges option" or chooses to "opt out" of the dental coverage, a \$150 or \$350 payout respectively will be contributed by the employer toward the member's uninsured health care reimbursement account (UHCRA).

6.8 **Long Term Disability:** After a 250-calendar day elimination period or the date short term disability ends, whichever is later, if the employee remains unable to return to work, the employee may apply for District-paid Long-term disability insurance at 66.66% of the teacher's base salary, and may also apply for District insurance benefits under COBRA. See Appendix B.

6.9 Termination of Benefit Coverage:

Benefit coverage ends:

- A. Upon resignation
 - a. During the school year, benefits end at the end of the month of resignation.
 - b. At the end of the school year, benefits will end August 31, provided the employee continues to pay their insurance premium contribution.
- B. Upon retirement
 - a. Benefits end at the end of the month of employment, after which state retiree health insurance will be applicable.
- C. Personal Leave of Absence - as listed in Article 8. Upon the commencement of an unpaid personal leave of absence.
- D. Long Term Disability - see 6.8. Benefits end at the end of the month in which they become eligible for long term disability.
- E. Military - benefits continue unless otherwise provided under federal law. Subject to the insurance policy guidelines.

ARTICLE 7: LEAVE DAYS

7.1. Sick Days: Eleven (11) sick leave days shall be granted to a teacher for each year of this contract. Sick leave days may be used for the following purposes. (Including mandatory quarantine)

7.1.1 Personal injury or illness

(a) **Physician documentation** may be required for the following circumstances:

- a. If the absence **exceeds two (2) days**,
- b. In cases where a **pattern of absences** has been established,
- c. If the absence occurs during the **first or last week of school**,
- d. If an absence **follows or precedes a holiday**.

(b) In an effort to secure subs in advance of an absence, bargaining unit members will strive to notify the district as far in advance as possible of planned absences. Absences that are planned, including using days for personal reasons, shall be requested a minimum of one week prior to the absence for approval by an administrator by completing a time off request form. These absences may not require physician documentation.

(c) If illness is of a serious or contagious nature, a certificate from their physician certifying recovery shall be required.

(d) Failure to provide requested documentation may result in dock day and/or progressive disciplinary action.

7.1.2 Family Illness: Serious illness or serious injury of a member of the bargaining unit member's immediate family for a period not to exceed two working days. **Spouse, child, parent, grand-parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and a relative living and making their home in the teacher's household shall be included in the teacher's "immediate family"**. Documentation may be requested if the absence exceeds two days.

7.2 Sick Days earned/ extended: The leave days will be advanced as follows: **six leave days in September and five additional leave days in the beginning of the second semester**, however, they are earned at a rate of two leave days in the first month and one leave day per month after that. A teacher not completing the school year will not earn the full eleven (11) days and if their usage of the days exceeds the amount earned, they will be deducted pay for the unearned days.

7.3. Unused days: Any unused leave days from each year shall be added to the accumulated sick leave allowance.

7.4 Personal Bank: Unused sick leave allowance shall accumulate to a maximum of one hundred fifty (150) days and be designated as "accumulated sick leave allowance". When leave is exhausted, such bargaining unit member shall not accrue any more days unless working. All absences will be charged to the bargaining unit member's annual "leave allowance", Unless such absences exceed eleven (11) days per year at which time they will be charged to the "accumulated sick leave allowance".

7.5 PD days required: Recognizing that Professional Development Days (full or half day increments) are required by the State of Michigan, designated PD days are mandatory for bargaining unit members to attend except in the event of serious illness confirmed by written verification of a medical doctor; failure to have such written verification shall result in the day being unpaid (i.e., a docked day). Failure to do so will subject a bargaining unit member to progressive discipline as applicable by the provisions of this agreement.

7.6 Over 150 payout: Bargaining unit members will be paid one half of their daily rate of pay for each day accumulated in excess of 150 but not used. Payments will be made by July 31st.

7.7 Personal Bank after death: In the event of death, accumulated sick leave allowance beyond one hundred fifty (150) days as described in Section 7.6 shall be paid at one-half of the bargaining unit member's current daily salary to the bargaining unit member's estate or beneficiary.

7.8 Personal bank to 150 to sick bank: In the event of the death or retirement of a bargaining unit member, accumulated sick leave allowance not accounted for under section 7.7 shall be contributed to the sick bank.

7.9 Non credit work: Sick leave allowance shall not accrue, be used or granted for additional service such as Adult Education, Summer School, Election Duty, and supplemental assignments.

7.10 Personal days forfeiture & restoration: If a bargaining unit member's employment is terminated for any reason other than retirement systems for public school employees, or Federal Social Security Retirement death, disability, incapacity, or retirement under the provisions of Michigan Laws relating Laws, all accumulated sick leave allowance shall be forfeited. In the event a bargaining unit member resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

7.11 Report an absence: In the case of absence, members of the bargaining unit shall report their absence by means of the District Time Management system. Failure to give proper notice when a substitute has been placed on duty shall result in the deduction of the daily cost of the substitute from the bargaining unit member's wages.

7.12 Independent examination: Upon recommendation of the Superintendent, the Board may, at its expense, require a bargaining unit member to submit to a physical or mental examination by an appropriate specialist to determine if sick leave is warranted.

7.13 Sick Bank:

7.13.1 A sick leave bank shall be established.

7.13.2. Participation: All members of the Bargaining Unit who have completed one year of employment with the Board may participate in the sick bank. All participating members shall abide by EFE sick bank usage policies.

7.13.3. Contribution: Each participating bargaining unit member shall contribute one day of his/her sick leave days in the first month of eligibility and thereafter, bargaining unit members having more than four days accumulated sick leave shall contribute one day each time the bank is depleted.

7.13.4 Days 1-15: An employee will not be eligible for withdrawal of days from the sick bank until they have been ill for at least fifteen (15) continuous work days. Job sharers/part time members must have five 15 half days accrued in their personal sick bank and have been sick for at least 15 continuous work days.

7.14 Withdrawal from the sick bank shall be as follows:

7.14.1 Days 16-35 gets 100% of daily rate from sick bank and benefits with the same employee contribution for benefits as prior to entry on sick bank.

7.14.2 Days 36-180 gets 66.66% of daily rate from sick bank, and employees may supplement 33.34% from their own sick bank; benefits with the same employee contribution for benefits as prior to entry on sick bank.

7.14.3 After a 250-calendar day elimination period, if the employee remains unable to return to work, the employee may apply for District-paid Long-term disability insurance at 66.66% of the teacher's base salary, and may also apply for District insurance benefits under COBRA. See Appendix.

7.15. Non replacement policy: A bargaining unit member withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.

7.16. Sick bank committee: Applications for withdrawal from the sick bank shall be submitted to a review committee consisting of two (2) persons selected by the Union. This committee shall review and approve or disapprove all requests for withdrawals.

7.17 Sick Bank Application: Application for use of the bank prepared by the Union shall be available upon request from the Administrative Services Office. Completed applications, with appropriate medical documentation, must be returned to the Administrative Services Office. Upon receipt, they will be recorded and forwarded to the EFE Sick Bank Committee for consideration.

7.18 Early advance of sick days: If a bargaining unit member has exhausted his/her accumulated sick leave, the Board shall consider the merits of the bargaining unit member's situation and may, on the basis of the bargaining unit member's employment and service record, advance sick leave allowance. Otherwise, absences in excess of the bargaining unit member's accumulated sick leave allowance, or for reasons other than those herein before specified, shall result in loss of pay.

7.14 Bereavement leave: A bargaining unit member shall be allowed three (3) working days as funeral leave days, not to be deducted from sick leave, for a death in the employee's immediate family. Additional days may be granted with prior approval from the Superintendent or his/her designee. "Immediate Family" shall be defined in 7.1.2

7.15 School closing notification: In the event that schools are closed for student instruction because of weather conditions, employees shall be notified by an official school district announcement from the Superintendent's office at the earliest possible time.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Leaves of Absence: Upon written request, leaves of absence without pay not to exceed one (1) year shall be granted without loss of seniority. Requests for said leaves must be filed ten (10) days prior to the start of the leave. Said leaves shall be for the purpose of:

- (a) Service in a Government Agency or service to the American Federation of Bargaining unit members, the Michigan Federation of Bargaining unit members, the AFL-CIO and/or affiliates and recognized social or fraternal organizations.
- (b) Maternity
- (c) Illness
- (d) Prolonged illness in the immediate family (as defined in 7.1.2)
- (e) To pursue a formal plan to study leading to an advanced degree
- (f) National Defense
- (g) Educational exchange program, or educational grant or fellowship
- (h) Leaves for other reasons may be granted. Bargaining unit members on said leaves shall not accrue sick days during their absence.

8.2. Leave Duration rules: Leaves of absence may be extended, not to exceed one (1) year, for good cause.

8.2.1 Return from leave: Bargaining unit members returning from leaves of absence in excess of one (1) year shall be given, according to their seniority, the first open position for which they are certified.

8.2.2. Leaves of absence granted for reason stated in 8.1. (a), will be for the duration of the office.

8.3. Return from leave: Bargaining unit members granted short-term leaves of absence within a given school year shall be given their former assignment upon expiration of said leave, providing that their intent to return is a matter of record prior to the granting of leave consistent with the Family Medical Leave Act (FMLA).

8.3.1. Staffing rules: Bargaining unit members granted leaves of absence extending into a new school year will be staffed and returned consistent with the provisions of 13.1 providing that the Superintendent or his/her designee is in receipt of a written request, no later than April 1st of the leave year, from the bargaining unit member indicating their intent to return. Failure on behalf of the bargaining unit member to give written notification will be interpreted as abandonment of position.

8.4 Re-employment: Re-employment before the expiration of a leave should be requested through the Administrative Services Office. A bargaining unit member returning from said leave shall have priority over new applicants.

8.5 Court appearances: A bargaining unit member who is subpoenaed to court or serves on jury duty shall be paid the difference between his/her daily pay for jury duty and his/her regular daily salary for each day in which the bargaining unit member reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The jury duty check should be cashed by the bargaining unit member and a copy of the check or check stub should be forwarded to the payroll office.

8.6 Fellowships & grants: A bargaining unit member who is selected to attend any Federal or State educational institute or program or any accredited educational institute on a Federal, State, or privately funded grant or fellowship, and if the scheduled institute commences no more than two weeks prior to the close of the school year, shall be provided release time with no loss of pay providing such bargaining unit member has expressed in writing his intent to continue employment in the District.

8.7 Veterans: Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

ARTICLE 9: PROBATIONARY & INTERN OR RESIDENT TEACHERS

9.1. Probationary reports: A probationary bargaining unit member shall receive a minimum of three formal written reports annually, the first report to be filed not later than ninety (90) work days from the date of employment. The report should be forwarded to the Superintendent of Schools or his/her designee for filing in the bargaining unit member's official file. A bargaining unit member shall have the right to add any information or comments he/she feels are pertinent to the report.

9.2. New Teacher Academy

9.2.1 First year probationary bargaining unit members will be required to attend up to five (5) days of curriculum and new employee orientation prior to the opening of school.

9.2.2 Bargaining unit members hired during the school year will be required to attend the curriculum orientation the following year or at a subsequent orientation conducted during the school year.

9.2.3 New hires will be compensated at the contractual hourly wage for attendance at orientation.

9.3. Mentor Bargaining unit members:

9.3.1. **Three years of mentoring:** Consistent with provisions of P.A. 25, each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor bargaining unit member. The mentor bargaining unit member will be available to provide professional support, instruction and guidance.

9.3.2. A mentor bargaining unit member will work with only one (1) probationary bargaining unit member annually, when possible.

9.3.3. **Evaluation rules:** Neither the mentor bargaining unit member nor the mentee shall be permitted to participate in any matter related to evaluation of the other. The mentor bargaining unit member shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor bargaining unit member, except in cases of misconduct.

9.3.4. Mentor Compensation

- (a) Bargaining unit members who volunteer as a mentor shall receive a stipend listed in appendix F. Bargaining unit members must mentor for a full year to receive the full stipend. Payment will occur twice a year, one half of the amount will be made with the submission of the appropriate documentation at the end of each semester.
- (b) Should the number of mentor bargaining unit members required exceed the number of bargaining unit applicants, the positions will be offered to retired bargaining unit members and/or retired administrators who possess the qualifications. Retirees receive 1% of their last salary while employed by the Eastpointe Community Schools.

9.3.5. Mentoring Guidelines

- (a) The following detailed topics can be found in the "Eastpointe Community Schools Mentoring and Induction Handbook" which is available to any member upon request by contacting the Curriculum Department. Topics include the Michigan Mentor Law, mentor posting/selection, mentor/mentee matching, mentor incentives, mentor/mentee training, role definitions,

professional development, contacts/visitations, activity log information, program evaluation, funding, and suggested year one/two/three strategies.

(b) Any changes in the content of this handbook will be a collaborative effort between the union and the Board of Education.

9.4 Teacher Residency:

9.4.1 Pay: All bargaining unit members working as teachers but without teacher certification shall be paid a base salary step of STEP 0 of Appendix A.

9.4.2 Commitment & Step placement: Once an intern has completed their coursework and becomes a certified teacher, they will be hired under the three year commitment agreement at the step commensurate with having been employed by the district since entering the program as described in the former Residency Teacher Memorial of Understanding (RTMOU). For example, if an intern takes three years to complete their program they would enter at step 4 salary and gain seniority at the bottom of the class of teachers hired on their original seniority day.

9.4.3 Legal changes: In the event such MDE requirements are changed, then the Residency Program shall be adjusted to reflect such changes and the parties shall meet to address the same.

9.4.5 Program Failure: Resident Teachers with Needs Support (1) ratings may not advance in the program.

ARTICLE 10: CALENDAR & MEETINGS

10.1 Annual calendar appears in Appendix E

10.2 The parties agree to meet to resolve any calendar issues as soon as the common calendar for the Macomb Intermediate School District is made available.

10.3 One **staff meeting**, on the **2nd Wednesday of each month** September to June, will be added to teacher work time. These meetings will not exceed 60 minutes each and will not be eligible for extra pay. They will be a mandatory part of the annual work requirement for teachers at all levels. Building administrators will set and share the schedule at the start of each semester.

10.4 Teachers shall receive one-half (1/2) **Records Day** at the end of each card marking period for the purpose of grading report cards and record keeping.

10.5 Preparation periods will be used for: preparation of lessons, marking school records, parent conferences, IEP attendance (6 per semester) administrative conferences and team collaboration. Bargaining unit members are not to leave the building without administrative approval.

ARTICLE 11: SUMMER SCHOOL

11.1. All **summer school teaching positions shall be posted** in every building on the Union bulletin boards by April 1 of each year. Copies shall be sent to the Union President.

11.2 **Applicants shall be ranked** according to their evaluation scores and then seniority. In selecting summer school staff.

11.3 No bargaining unit member shall be assigned more than **two (2) different preparations per class period**.

11.4 **Summer school schedules** shall be negotiated yearly based on program needs (including prep hours and lunch).

11.5 The **salary for summer school** shall be teachers hourly rate or the grant rate, whichever is higher.

11.5.1 If awarded to a bargaining unit member, the salary for the **summer school principal** shall be 20% higher than the bargaining unit member's summer school wage or the grant rate.

ARTICLE 12: DESIGNATION OF TERMS

12.1 Whenever the term **"Principal" or "Immediate Supervisor"** is used, it is to include the administrator of any work location, functional division or group.

12.2 Whenever the term **"bargaining unit member"** is used, it is to include any member of the Bargaining Unit.

12.3 The term **"day"** when used in this contract shall, except where otherwise indicated, mean working school day.

12.4 Whenever the term **"school"** is used, it is to include any work location, functional division or group in which a grievance may arise.

12.5 A **"preparation period"** is a period in which the bargaining unit member is not assigned to a regular program responsibility. A **"teaching period"** is a period in which the bargaining unit member is actually teaching students.

12.6 A **"vacancy"** shall be defined as any position which has been vacated by resignation, termination, transfer, or newly created position.

12.7 **"Seniority"** shall be defined as continuous years of employment in the district effective with the first day of employment. This effective date will be the day, month and year the employee was eligible for pay in a regular contracted position. In the event of identical seniority dates, the order of seniority shall be determined by a draw conducted by the union within 90 days from date of hire.

12.7.1 Seniority shall continue to accumulate when an employee is on an approved leave.

12.7.2 When a **tenured bargaining unit member returns to the Unit from District administrative service**, only service in the Bargaining Unit will count towards seniority in times of staffing and layoffs. The salary in the position to which the bargaining unit member is assigned shall be the same as if the bargaining unit member had been continuously employed in the newly assigned position.

12.7.3 **Seniority is lost** only when there has been a severance of employment to the district, i.e. resignation, employment elsewhere, failure to return from approved leave. Layoff does not constitute

severance of employment. Seniority shall be lost when a bargaining unit member has been laid off for five (5) years.

12.8 **"Docking"**: A Dock day is a day wherein a bargaining unit member is penalized a day's pay, or more, as a result of a contractual violation, exhaustion of sick days, or as a disciplinary action consequence.

ARTICLE 13: STAFFING

13.1. **Timeline**: The Administration will develop a proposed educational program for the forthcoming year, identifying the staffing needs for each building, prior to May 1. The Union will be furnished with all relevant information regarding the program and staffing upon completion of the above and prior to the publishing of tentative assignments for the ensuing school year.

13.1.1 **Process**: The following process shall be used to determine yearly staffing positions.

- a) A Teacher Availability and Preference Form will be issued to teachers before April 1 of the current school year.
- b) Teachers will indicate preferences for assignment subject(s) or grade level(s), building and certification. Teachers shall complete and submit the preference form by the specified deadline, indicating their desired placement within the district.
- c) The Human Resources Department will compile and maintain a master preference list based on the submitted forms, which will be available to the EFE president for review upon request.

13.2 **Placement**: Placement Considerations and staffing process

- a) Administration will review and consider all requests as indicated on the Teacher Availability and Preference Form.
- b) Administrators will take teacher preferences into consideration when considering next year's placement.
- c) Staffing will be done with regard to building needs, teacher certification, evaluation, stability of current assignment; placement requests; teacher qualifications (see 13.12.8), relevant accomplishments and contributions; attendance, (excluding absences subject to FMLA or as "reasonable accommodations" pursuant to the ADA); academic needs; length of service in the district and the interests of district students.
- d) Length of service or tenure will be used as a tiebreaker if a decision regarding placement and/or assignment of teachers involves two or more employees and all other factors distinguishing those employees from each other are equal.
- e) teacher candidates in the residency program shall be staffed after certified staff.
- f) Upon successful completion of the teacher certification pathway program, new employees may be given seniority in the general bargaining group list according to their start date of entering the residency program. It should be read here that they can be placed on the salary schedule at the step commensurate with their experience only within the district.

13.3 **Assignment Notification**: Each teacher will be informed of their tentative assignment for the ensuing school year as soon as possible and no later than 10 days after the completion of the staffing process. If there

is a deviation from this schedule, the parties agree to discuss an adjustment. The teacher will have the opportunity, at their request, to discuss the placement.

13.4 Appeals

- a) The teacher may initiate a meeting with the principal to discuss their placement. This meeting provides an opportunity for open communication and a collaborative effort to understand their placement into the position.
- b) If the matter remains unresolved after the meeting with the principal, the teacher may request a meeting with the Central Office personnel responsible for the teacher placement for further discussion and review, after which a resulting decision shall be final.

13.5 Job Sharing: Job sharing will be available to members of the bargaining unit in conformity with the criteria and deadline set forth in the district's job sharing form.

13.5.1 If a job-sharing position cannot be readily facilitated at the building of application, the Administrative Services and/or Instruction Office will aid applicants in their search for a job sharing in another building.

13.5.2 Bargaining unit members will receive full seniority, full salary credit, and share fringe benefits not to exceed the cost of one full family coverage package.

13.5.3. The Director of Human Resources and job sharers will agree upon attendance at staff meetings, parent/bargaining unit member conferences, professional development meetings, substituting, and similar non-instructional commitments.

13.5.4 Job sharers will be paid at the hourly rate when attending district meetings on a non-scheduled workday.

13.5.5. The Job Sharing Schedule is subject to approval by the Superintendent or their designee.

13.6 Extended Absence: Any bargaining unit position vacated for more than thirty (30) days by transfer or unpaid leave of absence, shall be filled by a bargaining unit member who shall be given a contract. Subject contract will be retroactive to the first day of a thirty (30) day period for which the position was continually filled by that bargaining unit member. Employment shall be terminated when the seniority employee returns to the bargaining unit or at the end of the school year.

13.6.1 **Terminating Contract:** A person assigned to a temporary position for 150 days may be given a contract terminating in June of their teaching year. They will be entitled to all benefits of the contract with the exception of seniority rights. They will not become part of the seniority roster. Any re-employment will be at the discretion of the administration. Failure to re-employ will not be subject to the grievance procedure or just cause provision of the contract.

13.7 Transfer Requests: Tenured bargaining unit members may express to the Superintendent or their designee, through their principal, in writing, their desire to transfer to another assignment. Said request must be filed by March 1st of each year and set forth the rationale for transfer.

13.7.1 Bargaining unit members will be notified in writing of the disposition of their transfer request subsequent to staffing.

13.8 Postings: Openings occurring after staffing must be posted for internal candidates to take under consideration for transfer.

- a) If the opening occurs prior to two weeks before count day in any semester, internal candidates shall have two weeks to notify the administration of their desire to transfer. Administration will interview all internal candidates. The district shall notify the internal candidate of a denial in writing with rationale for the denial. It is noted that elementary transfers may be considered disruptive at the semester break.
- b) If the opening occurs any other time during the school year, internal candidates shall have five days to notify the administration of their desire to transfer based on the application process. The district will interview internal candidates for vacant positions. Such transfer requests must be reviewed at the earliest possible time, likely the subsequent staffing period.
- c) Voluntary and involuntary transfers may be employed so as to eliminate the need for a new hire in filling a vacancy.
- d) If it becomes necessary, due to scheduling students, to begin a class offering prior to the timelines in the posting procedure then a substitute teacher will be hired until an applicant is hired.

13.9 Tentative class lists will be provided to teachers placed in K-5 assignments no later than the last teacher work day when possible.

13.10 Layoff and Related Matters

13.10.1 Recall: Bargaining unit members will be recalled according to seniority to the first position for which they are certified. Notice of recalls shall be sent to the employee at their last known address by registered or certified mail and email. The employee must return the letter either accepting the recall or terminating employment. If the employee fails to respond within fifteen (15) business days from the date the Administrative Office receives the signed return receipt, he/she shall be considered to have terminated his/her employment.

13.10.2 District responsibilities: The EFE recognizes the District's responsibility to operate the school district effectively and efficiently within the bounds of certain financial and legal restraints and the District's legal charge to adopt, maintain, and modify programs and to determine the number of staff needed for such programs.

13.10.3 Staff Reduction: Prior to finalizing the reduction of staff, the Superintendent or his/her designee, will meet with the EFE to explain and discuss the proposed reduction. The following information will be provided by the Superintendent:

- 1. A seniority list (by rank order).
- 2. Tentative information on attrition.
- 3. Tentative information on certification.
- 4. Tentative information on staff allocation.
- 5. Evaluation ratings.

13.10.4 Layoff reviews: When it is determined by the District that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.

13.10.5 Seniority role: Length of service or tenure shall not be the sole factor in personnel decisions but will be used as a tiebreaker if a decision regarding reduction in staff or recall of two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.

13.10.6 Layoff determinations and right of assignment: In the event of layoffs, the Superintendent or his/her designee, will meet with the EFE to explain and discuss the proposed reduction. Staff reductions will generally occur in the following order:

1. **Group 1:** Bargaining Unit Members who were rated as Needing Support in their last two or more evaluations, in accordance with seniority and qualifications.
2. **Group 2:** Bargaining Unit Members who were rated as Needing Support in their last evaluation, in accordance with seniority and qualifications.
3. **Group 3:** Bargaining Unit members who are actively enrolled in an approved residency program and working toward certification, and have an effective rating.
4. **Group 4:** Bargaining Unit Members who are rated as Developing in their last evaluation, in accordance with seniority and qualifications.
5. **Group 5:** All other Bargaining Unit Members, in accordance with seniority and qualifications.

13.10.7 Teacher qualifications are determined by reviewing: certification(s), level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, previous disciplinary history, length of time in the assignment.

13.10.8 Layoff notification: Where the district knows that layoffs will be needed for the following school year, it shall endeavor to provide each teacher to be laid off with sixty (60) days written notice otherwise teachers will be given at least thirty (30) days written notice in advance of layoff..

13.10.9 Recall Notification: It is understood that the teacher accepting recall shall be notified by the Human Resources Department in person, by phone, or by certified mail that s/he in fact is the teacher recalled, and further, that s/he shall have five (5) days from date of that notice to make themselves available for duty within the District.

13.10.10 Rights of assignment: The District has the sole discretion to determine whether a vacancy exists and the certification area, qualifications, and position in which the vacancy exists.

13.10.11 Rights of assignment: The District is not required to involuntarily transfer a tenure teacher to create vacancy for a probationary teacher.

13.10.12 Probationary rights: A probationary teacher who is rated as Effective on his/her most recent annual year-end performance is not subject to being laid off by a teacher on continuing tenure solely because the other teacher has continuing tenure.

13.10.13 Program change notice: The District shall notify all teachers, including those on layoff, of new programs planned by the District. This includes the potential change in grade structure or location of programs across the district.

13.10.14 Enrollment projections: The Superintendent shall provide the EFE with an annual student enrollment projection by level at that time of the year when it provides such information to the Board. Current enrollment figures shall also be provided at the same time.

13.10.15 Unemployment pay rules: No teacher during any twelve (12) consecutive months shall receive compensation from the District plus unemployment compensation in a total amount exceeding what the teacher would have received had the teacher been employed full time under this Agreement by the District. In the event a teacher receives such an excess amount, the teacher's salary for the school year in which s/he is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this Agreement.

3.11 Third Party Postings: All positions filled by a third party employee shall remain posted until filled through a direct hire.

ARTICLE 14: EVALUATION

14.1 Pre-evaluation conference: Prior to the commencement of the evaluation process, those evaluator(s) who will have responsibility for evaluating teachers may schedule and hold a conference with the teachers scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.

14.2 Year End Evaluations

14.2.1 Ratings: Except as otherwise provided in this article all teachers will receive a year-end evaluation. At the end of the school year each teacher shall be assigned a year-end performance evaluation rating of one of the following:

- a. Effective
- b. Developing
- c. Needing Support

14.2.2 Evaluation Tool: The year-end evaluation rating will be measured using the Danielson Framework and a Student Learning Objective (SLO) metrics.. Any other factor used as a basis for this portion of the evaluation shall be mutually agreed upon between the district and the EFE.

14.3 Evaluation Goals: Each evaluation will include specific professional goals that will assist in improving Effectiveness for the next school year. Performance goals shall be identified at the beginning of the year's evaluation process in consultation with the teacher. The school administrator or designee conducting the

evaluation will identify training, in consultation with the teacher that would assist the teacher in meeting these goals if appropriate.

14.4 Evaluation Feedback: The year-end evaluation and feedback concerning the evaluation must be provided in writing to the teacher. If a written evaluation is not provided to the teacher, the teacher is deemed Effective. Currently ECS is using the Standards for Success platform for this purpose. ECS agrees to obtain input of the EFE prior to making any change in this regard.

14.5 Final report: The district will strive to deliver final evaluations to the teacher no later than five (5) school days before their last contractual work day.

14.6 Evaluation Ratings and Exemptions:

14.6.1 Rating conversion: The Danielson Framework for Teacher Evaluation categorizes performance into four proficiency levels. To align with PA 224, the four Danielson performance level terminology utilized prior to July 1, 2024, and from this date thereafter, will be converted as follows:

- a. Ineffective is referred to as Needing Support
- b. Minimally Effective is referred to as Developing
- c. Effective and Highly Effective performance levels are combined into the single category of Effective

14.6.2 Unevaluated: Teachers will be given the designation "Unevaluated" as prescribed by law as is currently set forth below.

- a. In cases where the teacher has worked less than 60 days in a school year and absences are excused under Article VII, Sections 1 and 3.
- b. In all cases where the teacher's evaluation results are vacated through the grievance procedure described in MCL 380.1249 (1).
- c. When extenuating circumstances arise that impede the ability to conduct a comprehensive evaluation process and both the teacher and the evaluator agree to use this designation.
- d. When extenuating circumstances arise that impede the ability of the designated evaluator to conduct a comprehensive evaluation process and both the DISTRICT and the EFE may agree to use this designation.
- e. If a teacher receives an "unevaluated" designation, their rating from the school year immediately before that designation shall be used for consecutive purposes.

14.6.3 Grievance rights: Any teacher rated as Needing Support on two (2) consecutive year-end evaluations may use the grievance procedure outlined in Article 4 to grieve the second evaluation rating. Such grievances shall be restricted to procedural matters, however the teacher may present evidence to appeal for the reconsideration of the general rating.

14.6.4 Dismissal mandate: A teacher receiving three (3) consecutive ratings of Needing Support will be dismissed in accordance with Public Act 224.

14.7 Frequency of Evaluation

14.7.1 **Three year evaluations:** Teachers who receive three consecutive ratings of Effective may move to evaluations once every three years, but must revert to annual evaluations if they receive an overall rating of Developing or Needing Support.

14.7.2 **Evaluation initiation rights:** Administration may initiate the evaluation process during an exempt year, with notice to the EFE along with the reasons therefore.

14.7.3 Probationary teachers are ineligible for the exemption from annual evaluations.

14.7.4 **Progress reports:** Teachers who receive a rating of Needing Support must receive a mid year progress report, which cannot replace the year end evaluation.

14.8 Additional Support for Certain Teachers

14.8.1 The provisions in this section apply to teachers who are:

- a. In the first year of the **probationary period** under Public Act 224.
- b. All teachers in their **first year of employment** with the district.
- c. Teachers who received a **rating of Developing or Needing Support** in the most recent year-end evaluation.

14.8.2 **IDP:** For those teachers identified above the school administrator, or designee, who conducted the evaluation must develop, in consultation with the teacher, an individualized development plan (IDP) that includes performance goals and training designed to assist the teacher and to improve the teacher's Effectiveness:

- a) The IDP will include a purpose, and a set of goals that will assist in improving effectiveness for the next school year. The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher, as well as, support given by the administrator.
- b) An IDP resulting from an Needing Support or Developing after July 1, 2024 Year End Evaluation rating shall require that the teacher make progress towards the individual development goals of the IDP within a specific time period, as set by the evaluator(s).
- c) In no event shall the IDP as provided hereunder, exceed 180 days.

14.8.3 **District IDP rights:** Nothing shall preclude the District or evaluator(s) from placing a teacher on an IDP at any time that an issue or concern regarding the performance of a teacher occurs. In such instances, the following procedures will be followed:

- a) Except in cases where it is not appropriate to delay the implementation of the IDP process, teachers shall first be given thirty (30) days written notice of any matter of concern, affording the

teacher an opportunity to address the matter before the formal issuance of an IDP.

b) If the matter remains unresolved, the school administrator or designee will develop, in consultation with the teacher, an IDP that includes performance goals and training designed to assist the teacher and to improve the teacher's Effectiveness.

c) The IDP will include a set of goals that will assist in improving effectiveness, statements of concern AND support to be given by the administrator.

14.9 Progress reports: Teachers identified in Article 14.8.1 and those placed on an IDP under 14.8.3 must receive a mid year progress report developed by the school administrator conducting the year-end evaluation or their designee in consultation with the teacher which:

a) Is aligned with the teacher's IDP.

b) Includes specific performance goals for the remainder of the school year.

c) Includes recommended training that would assist the teacher in meeting identified goals.

d) Is developed in consultation with the teacher and includes goals and support that is designed to assist the teacher to improve their rating.

e) Is supplemental and in addition to the year-end evaluation.

14.10 Mentor: Teachers identified in 14.8 will be assigned a mentor.

14.11 Observations

14.11.1 Observation Schedule & notification: There must be at least two (2) classroom observations in each school year the teacher is evaluated, and one of these observations must be scheduled with the teacher.

14.11.2 Eligible observers: Only those observers trained in the use of the evaluation tool may conduct other observations for the purpose of evaluation

14.11.3 Time to observe: Classroom observations must be not less than 15 minutes but do not have to be for an entire class period.

14.11.4 Observation content: The observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson, and pupil engagement in the lesson. These items must be discussed during a post observation meeting between the school administrator conducting the evaluation and the teacher.

14.11.5 Restricted submissions: Observations conducted by district coaches, support staff including but not limited to RBT & SST, or other members of the teacher's bargaining group, shall not be used as artifacts in making the evaluation. Notes and progress between the coach and teacher are intended for the growth of the teacher, not for evaluative purposes. Together the EFE and administration must devise a formal description of the manner by which a coach receives direction for areas of support from a principal regarding probationary teachers areas needing improvement that insulate the coach from impacting the evaluation process.

14.11.6 Feedback: Within 7 school days after each observation, the observer shall strive to provide the

teacher with written feedback from the observation and provide preliminary suggestions for improvement. SFS is satisfactory for this provision.

14.11.7 Additional Observation elements: Teacher evaluations prepared by the Evaluator(s) shall not be limited to the observations of the classroom visitations. Any information that may negatively impact a teacher's evaluation shall be documented and provided to the teacher within thirty (30) days of the occurrence and/or prior to the final conference, whichever may occur first.

14.11.8 Restricted elements: Unverified hearsay or unverified anonymous complaints that may negatively impact a teacher's evaluation shall not be included as part of the evaluation process.

14.12 Student Growth and Assessment Data.

Student Learning Objectives (SLO) are measurable, long term, academic goals, informed by available data, that a teacher sets at the beginning of the year for all students.

14.12.1 Twenty percent (20%) of the evaluation (or any modified level as prescribed by legislation) will be based upon a SLO developed by the district in collaboration with the EFE.

14.12.2 One or more of the following must support SLO outcomes and proficiency:

- a) Standardized test scores
- b) Formative assessments
- c) Summative assessments
- d) Student work samples
- e) Teacher-developed assessments
- f) Achievement of individualized education program (IEP) goals

14.13 Evaluation Scoring

14.13.1 The weighting of domains and student growth shall be consistent with state law and evaluation model parameters.

14.13.2 Teachers rated as "Needs Improvement" in any one of the evaluation domains shall not receive an overall year-end rating higher than Developing.

14.13.3 Cut scores: After determining the numerical evaluation score, the following rubric is applied to obtain the final effectiveness rating:

Needs Support 0-1.59

Developing 1.6-2.59

Effective 2.6 and above

14.14 Evaluation Rating Review

A teacher rated as Needing Support (1) on a year-end evaluation may request a review of the evaluation rating by the Superintendent according to the following:

- a) The request for review must be submitted in writing within twenty (20) calendar days after the teacher is informed of the rating.
- b) Upon receipt of the request the school district Superintendent shall review the evaluation, conduct an interview with the teacher, and rating and make any modifications as appropriate.
- c) A review under this section may not be requested more than twice in a three (3) school- year period.
- d) The teacher must receive a written response regarding this review by no later than 30 days after receipt of the request for a review and before making any modifications.
- e) If the written response does not resolve the matter, the teacher or the EFE may request for mediation as provided for in MCL 380.1249 (2) (1)..
 - 1) The request for mediation must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the school district.
 - 2). Within 15 days of the receipt of the request, the school district Superintendent must provide written response to the teacher and the EFE stating the mediation will be scheduled as appropriate.

14.15 Non-classroom teacher evaluation

14.15.1 Itinerants must have a standardized observation tool appropriate for their job requirements that is in kind with similar ratings and guidelines as classroom teachers. Job descriptions shall be created where not currently available.

14.15.2 Reading Interventionists, Instructional or Literacy Coaches of all types must have a standardized observation tool appropriate for their job requirements that is in kind with similar ratings and guidelines as classroom teachers. Job descriptions shall be created where not currently available.

14.15.3 Deans must have a standardized observation tool appropriate for their job requirements that is in kind with similar ratings and guidelines as classroom teachers. Job descriptions shall be created where not currently available.

14.16 Enforcement of this Article

All terms and provisions with regard to the evaluation procedures in this article are fully enforceable through the contract's grievance procedure as set forth in Article IV. Following a finding that the employer has failed to comply, and that such failure to comply had a material impact upon the validity of the evaluation process. An arbitrator may grant any remedy which is appropriate to the violation including expungement of any evaluation which is the product of non-compliance.

ARTICLE 15: DISCIPLINE & DISCHARGE

15.1 Just Cause standard under Tenure Law: Discipline, discharge, and demotion of bargaining unit members shall occur in a manner which amounts to a Just Cause standard. Exceptions to this are as follows: Discipline that involves the discharge or demotion of a tenured teacher under the provisions and procedures of the Michigan Teachers Tenure Act, MCL 38.71, et seq.

15.1.1 Probationary standard: The Discipline or discharge, demotion or non-renewal of a probationary teacher or any other non-teaching bargaining unit member during their first two years of employment shall be subject to an **arbitrary and capricious standard**. Non-renewal of a probationary teacher's employment shall be at the discretion of the Board. The Board agrees that this provision shall be enforced in a manner that is fair, reasonable, and appropriate.

15.2. Investigations

15.2.1 The Administrator/Superintendent shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action.

15.2.2 The teacher shall be provided with oral or written notice of the issue or incident, complaint, or charge that may form the basis for the investigation.

15.2.3 The investigation shall include, as appropriate, interviews of appropriate persons and a meeting with the subject teacher to allow the teacher an opportunity to respond to the complaint accompanied by Union representation. at the Teacher's request

15.2.4 The Administrator/Superintendent may be joined by the Union president upon administrative request to assist in interviews.

15.2.5 Administrative Leave: The Superintendent (or designee) may place a Staff Member on administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction, or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.

15.2.6 Progressive Discipline: After completion of the investigation, if discipline is to be imposed, it shall be done in accordance with progressive discipline guidelines. However, the parties recognize that the severity of an offense may warrant acceleration of the progressive discipline, up to and including discharge.

15.2.7 Unpaid leave: If unpaid days are deemed appropriate, then days on administrative leave may be retroactively counted as unpaid leave to reduce the disruption of the educational process and return to normalcy as soon as possible.

15.3 Disciplinary process

15.3.1 Union Representation: It is understood that each meeting called for disciplinary reasons shall be held in private. Prior to such a meeting, the administrator shall first inform the staff member of the reason(s) for the meeting, and inquire as to whether the teacher desires EFE representation, and if she/he does, no disciplinary action shall be taken until such representation is present. The meeting, however, shall not be unduly delayed to secure the attendance of the teacher's preferred representative.

15.3.2 Factors in Discipline: If it is determined that the Staff Member has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:

- a. The seriousness of the offense, infraction or misconduct.
- b. The Staff Member's prior disciplinary and/or employment record.
- c. The existence of any relevant aggravating or mitigating factors.

15.3.3 Hearsay: Disciplinary action will not be taken based on unverified hearsay or unverified anonymous complaints.

15.3.4 Types of Progressive Discipline: Disciplinary measures may include but are not limited to the following: **oral reprimand (memorialized in writing), written reprimand, paid or unpaid suspension ranging from 1, 3 and 5 or more days, and discharge.**

15.3.5 It is recommended that the district follow this pattern of progressive discipline as a regular course of action for minor offenses, but may move ahead in the progression and impose discipline consistent with the seriousness of the teacher's conduct.

15.3.6 Board Discipline: The following disciplinary actions may only be imposed by the BOARD:

- a. The discharge of either a probationary or tenured Staff Member;
- b. The non-renewal of a probationary Staff Member;
- c. The demotion of a tenured Staff Member as demotion is defined in the Teachers' Tenure Act.

15.3.7 Confidentiality: When imposing discipline confidentiality must be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.

15.3.8 Documentation: Employees will receive a copy of all documents placed in their file.

15.3.9 Rebuttal Rights: The Staff Member may submit a rebuttal to any disciplinary action. The rebuttal will be attached to the letter of disciplinary action and will be placed in all files containing the disciplinary action.

15.3.10 Acknowledgement of action taken: The district may request a member's signature, as well as their Union representative's signature, on any documentation of discipline memorials. In this case the district shall include a disclaimer indicating that a signature does not indicate agreement with the dispensation of the matter, but acknowledges its occurrence. The member is not required to sign, but if they refuse, the document shall be noted as RTS (refuse to sign) and the union rep will sign to indicate the occurrence of the proceedings. As an alternative, the district may email documentation of the disciplinary action to the employees district email address, with a copy to the union president.

15.3.11 Rebuttal: The member may attach a rebuttal to any disciplinary matter whether a grievance is pursued by the Union or not.

15.3.12 Grievance rights: Discipline may be contested by the Union through the grievance process (Article 4), excluding actions covered by the Teacher Tenure Act. The basis of the grievance shall rest on a failure to abide by the terms of this contract, failure to conduct a fair investigation, undue progression of the disciplinary progression or a failure to abide by the terms of the process outlined in this article.

15.3.13 Files Review: Each bargaining unit member shall have the right to review the contents of their personnel file; they shall have the right to have a union representative accompany them in such review. All such reviews shall be made in the presence of the Superintendent or their designee. Confidential credentials from universities normally sought at the time of employment are specifically exempt from such reviews. A bargaining unit member shall be permitted to reproduce any material in their file which is not confidential.

15.3.14 **File Purging:** Documentation of disciplinary action, three (3) years old or older, can be removed from the member's permanent disciplinary file upon request providing there have not been any new disciplinary steps issued and placed in the employee's personnel file since such oral and/or written reprimands in question and except as limited by any existing laws.

FINAL APPENDICES A-E

Appendix A1: SALARY TABLES

2025-26 school year

2025-26	Bachelors	Masters
0	\$45,000.00	
1	\$49,350.00	\$53,500.00
2	\$51,574.00	\$56,600.00
3	\$53,798.00	\$58,800.00
4	\$56,022.00	\$61,000.00
5	\$58,246.00	\$63,200.00
6	\$60,470.00	\$65,400.00
7	\$62,693.00	\$67,600.00
8	\$64,917.00	\$69,800.00
9	\$67,141.00	\$72,000.00
10	\$69,365.00	\$74,200.00
11	\$71,589.00	\$76,400.00
12	\$73,813.00	\$78,600.00
13	\$76,037.00	\$80,800.00
14	\$78,261.00	\$83,000.00
15	\$80,483.00	\$85,200.00

2026-27 school year (+3%)

2026-27	Bachelors	Masters
0	\$46,350.00	
1	\$50,830.50	\$55,105.00
2	\$53,121.22	\$58,298.00
3	\$55,411.94	\$60,564.00
4	\$57,702.66	\$62,830.00
5	\$59,993.38	\$65,096.00
6	\$62,284.10	\$67,362.00
7	\$64,573.79	\$69,628.00
8	\$66,864.51	\$71,894.00
9	\$69,155.23	\$74,160.00
10	\$71,445.95	\$76,426.00
11	\$73,736.67	\$78,692.00
12	\$76,027.39	\$80,958.00
13	\$78,318.11	\$83,224.00
14	\$80,608.83	\$85,490.00
15	\$82,897.49	\$87,756.00

2027-28 school year (+3%)

2027-28	Bachelors	Masters
0	\$47,740.50	
1	\$52,355.42	\$56,758.15
2	\$54,714.86	\$60,046.94
3	\$57,074.30	\$62,380.92
4	\$59,433.74	\$64,714.90
5	\$61,793.18	\$67,048.88
6	\$64,152.62	\$69,382.86
7	\$66,511.00	\$71,716.84
8	\$68,870.45	\$74,050.82
9	\$71,229.89	\$76,384.80
10	\$73,589.33	\$78,718.78
11	\$75,948.77	\$81,052.76
12	\$78,308.21	\$83,386.74
13	\$80,667.65	\$85,720.72
14	\$83,027.09	\$88,054.70
15	\$85,384.41	\$90,388.68

Appendix A2: ADDITIONAL EDUCATION STIPENDS

- MA +30 or special licensure or EDS= \$3,000
- MA +60 or EdD/PhD= \$1,000

Appendix A3: TEACHER LONGEVITY

Years ECS	24-25	25-26	26-27	27-28	future
6-10	\$2000	\$1000	0	0	0
11-15	\$3000	\$3000	\$2000	\$1000	\$1000
16-20	\$4000	\$4000	\$3000	\$2000	\$2000
21-25	\$5000	\$5000	\$4000	\$3000	\$3000
26-30	\$6000	grandfathered	grandfathered	grandfathered	\$4000
30+	\$7000	grandfathered	grandfathered	grandfathered	

Appendix A4: PARTIAL CONTRACTS

The rate of pay for bargaining unit members on a partial teaching contract or partial teaching assignment within the school program is as set forth below:

A4.1 High School or Middle School Extra class lasting a full year shall receive a 22% stipend. A single semester class is 11%.

A4.2 Bargaining unit members with a full-time contract who take an additional class for the full year will be paid proportionately throughout the school year. Bargaining unit members who take an additional class for less than a full year will be paid at the conclusion of the class.

A4.3 Partial teaching assignments: Less than half time are not eligible for benefits. Between 50% and 99% members will get benefits at a prorated cost.

2 classes + prep in 5 hour day= 60% and pro rated benefits
3 classes + prep in 5 hour day=80% and pro rated benefits

2 classes + prep in 6 hour day=50% and pro rated benefits
3 classes + prep in 6 hour day=67% and pro rated benefits
4 classes + prep in 6 hour day=83% and pro rated benefits

2 classes + prep in 7 hour day=43%, not eligible for benefits
3 classes + prep in 7 hour day=57% and pro rated benefits
4 classes + prep in 7 hour day=71% and pro rated benefits
5 classes + prep in 7 hour day=86% and pro rated benefits

Appendix B: EMPLOYEE BENEFIT GUIDES

See employee benefit guide posted on the district website or intranet page regarding the following benefits categories:

- General Health Care
- Prescription Insurance benefits
- Vision Care
- Dental Care
- Life Insurance benefits
- Long term Disability

Appendix C: SCHOOL CALENDARS

School Calendars to be negotiated yearly in cooperation with the Macomb County Common Calendar and will be posted to the district website.

Appendix D SUPPLEMENTAL PAY

Split stipends into the following categories and create similar expectations, but still role specific, for each category to standardize stipends and performance expectations.

1. Professional Stipend

Position	Stipend	Pay Frequency	Add'l Time	Duties/Notes
Dean of Students	\$10,000	Added to paychecks through school year	7 additional days beyond school year	EVA assessment, duties in job description, SIT team, evening activities
Instructional Coach	\$3,000 for 25-26; \$3,500 for 26-27 going forward	Added to paychecks through school year	3 additional days for 25-26 and 5 additional days starting in 26-27	Assessment and duties in job description, SIT team <i>Note: not eligible for PK-8 SIT stipend</i>
Counselors (HS/MS)	\$3,000	Added to paychecks through school year	15 additional days	Duties in job description
PK-8 School Improvement Team (formerly BTN)	\$1,500	Paid out at 50% of stipend each semester	2 additional days; up to 5 members of the team	2 after school meetings/month. No hourly pay provided for monthly meetings

HS Department Heads (Math, Science, Social Studies, ELA, Electives)	\$5,000 for 25-26 \$5,250 for 26-27 going forward	Added to paychecks through school year	3 days in 2025-26, move to 5 additional days starting in 26-27	2 after school meetings/month. Department Head duties, including overseeing 6-12 subject areas, and School Improvement Team responsibilities
Mentor Teacher	\$1,000	Paid out at 50% of stipend each semester	24 hours outside of work day/year - 12 hours per semester	No more than 2 mentees per semester
Teacher in Charge	\$60/day	Paid weekly through timesheet	Full day coverage/no planning period	From teacher arrival to dismissal, plus after-school activities if needed

2. Performance Stipend

Position	Stipend	Pay Frequency	Add'l Time	Duties/Notes
Choir & Band* (MS/HS) *annually reviewed based on growth of program to potentially increase or split the stipends (Band and Choir move to separate stipends)	\$1,000	Paid out at 50% of stipend each semester, based on completed performances	2 performances per year	Choir/Band Director would need to provide proposal and discuss with EFE to request increased stipend
Music (EL)	\$500	Paid out at end of performance semester	1 performance per year	Includes any elementary choir/base instrumental concert/recital
Drama (HS or MS Play/Musical)	\$2500	Paid out at end of performance semester	After school rehearsals and dress rehearsals	Minimum 1 performance a year
Visual Arts	\$500	Paid out at end of semester	Curation, set up and break down of show	Minimum 1 art show per year; additional stipend paid if 2nd art show

3. Seasonal Stipend

Position	Stipend	Pay Frequency	Add'l Time	Duties/Notes
Marching Band	TBD - based on proposal, number of performances, etc	End of season		Performance at football games, community events. Participation in band camp and outside of school practices
Pep Band	TBD - based on proposal, number of performances, etc	End of season		Performances at basketball games and other school/community events

4. Competitive Stipend

Position	Stipend	Pay Frequency	Add'l Time	Duties/Notes
Robotics (HS)	\$2,500	End of year	2 competitions, plus building/practice time	Include after school meetings to build/practice for competition and competitions
Forensics (HS)	\$2,500	End of year	Competitions and additional practice time. Minimum of 4 competitions	Include after school practices and competitions

5. Service or Other Stipend

Position	Stipend	Pay Frequency	Add'l Time	Duties/Notes
Student Council (MS 6-7)	\$2,000	Paid out at 50% of stipend each semester		2 after school meetings/month with class leaders; 1 class activity per semester
NHS	\$3,250	Paid out at 50% of stipend each semester		2 after school meetings/month, participation in a minimum of 4 community volunteer events, tracking of volunteer time

Yearbook (HS & 8th Grade)	\$3,500	Paid out at 50% of stipend each semester	Attending events as needed, after hours yearbook development and sales	Completion of yearbook by deadline. Evidence of ongoing work provided quarterly in eval system.
Yearbook (MS)	\$1,750	Paid at end of year	Attending events as needed, after hours yearbook development with Yearbook Club and sales	Completion of yearbook by deadline. Evidence of ongoing work provided quarterly in eval system.
Safety Patrol / Service Squad (EL)	\$2,500	Paid out at 50% of stipend each semester		Coordination of safety patrol, internal service work (Ex. recycling, new student tours, assisting with breakfasts/lunches, etc)

6. Sponsorship Stipend

Position	Stipend	Pay Frequency	Add'l Time	Duties/Notes
Senior Class Sponsor & Activities Director	\$6,800	Paid out at 50% of stipend each semester		2 after school meetings/month with class leaders; planning/running Homecoming, Prom, Spirit Week, Class trip, Graduation, chaperone dances
Junior Class Sponsor	\$2,750	Paid out at 50% of stipend each semester		2 after school meetings/month with class leaders; 1 class activity per semester, class trip, chaperone dances
Sophomore Class Sponsor	\$2,750	Paid out at 50% of stipend each semester		2 after school meetings/month with class leaders; 1 class activity per semester, class trip, chaperone dances
Freshman Class Sponsor	\$2,750	Paid out at 50% of stipend each semester		2 after school meetings/month with class leaders; 1 class activity per semester, class trip, chaperone dances
8th Grade Class Sponsor	\$2,750	Paid out at 50% of stipend each semester		2 after school meetings/month with class leaders; 1 class activity per semester, class trip, chaperone dances

7. General Club Stipend

Teachers may apply to start such a program through completion of Club Proposal application (TBD). Must be pre-approved by the building principal, and will be dependent on an approved funding stream. Club ideas may be unique for a building based on student interest and principal support of the program. Club class stipends are paid at the end of year.

Stipends will be paid out based on the Club Class stipend chart below, based on principal support, building needs, student participation and building budget resources.

Club Class Stipend Schedule

Club Class	Required Sessions*	Stipend
Class I	Once a month, minimum of 10 sessions	\$500
Class II	1-2 times a month, minimum of 15 meetings per year	\$750
Class III	2-3 times a month, minimum of 23 meetings per year	\$1,100
Class IV	3-4 times a month, minimum of 35 meetings per year	\$1,500
Class V	More than once per week, minimum of 55 meetings per year	\$2,000

**Sessions require agendas and sign-in sheets, and sessions must be a minimum of 1 hour to qualify.*

A club class stipend will generally start at Class I, but may be increased to a higher pay class based on participation and long-term stability of the club. A club may be upgraded to a full category stipend based on consistent participation and stability.

Examples of clubs can be, but not limited to, the following:

Art	Dance	Movie/Film	Elementary Drama
HOSA	DECA	Book	creative writing / poetry
World Language / culture / multicultural		Anime	Chess
Cooking	ESports	Video Games / Board Games / Cards	
Yoga	LGBTQ+	School magazine or newspaper	
Speech / Debate	Quiz Bowl	Music / Writing / Mixing	

Appendix E: ATHLETIC STIPENDS

The parties agree to meet after contract ratification to continue to work in good faith on addressing issues related to clarity in job expectations and compensation. Athletic hires will continue to be third party employees until otherwise determined.

PARAPROFESSIONAL CONTRACT

**Agreement between
Eastpointe Federation of Teachers
and
Eastpointe Community Schools**

ARTICLE 1: PURPOSE & SCOPE

1.1. Effective Date

This agreement entered into between the Board of Education of Eastpointe Community Schools, Macomb County, MI, hereinafter called "the Board" and the Eastpointe Federation of Educators, hereinafter called "the Union" shall continue in force and effect until 11:59, August 22, 2028.

1.2. Negotiation deadlines

Negotiations with regard to a new contract shall commence not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.

1.3. Negotiations restrictions

While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties.

1.4. Contract authority

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

1.5. LOU's/ MOUs

This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.

1.6. Board reserved rights

This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public-school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.

1.7. Non-interference

The board shall not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of academic and professional freedoms do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.

1.8. Contract Legal Limitations

This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.

1.8.1. In the event this agreement or any part of it shall at any time be held contrary to such laws, the parties will meet to renegotiate the items in question which are not prohibited subjects of bargaining.

1.9. Strikes & Pickets

During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public bargaining unit member to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.

1.10. Non-discrimination

Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any bargaining unit member.

1.10.1. The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior membership or past participation in the activities of any bargaining unit member.

1.10.2. Membership in the Bargaining Unit shall not be required as a condition of employment of any bargaining unit member with the Board. Further, nothing herein shall prohibit or require any teacher from being a member of or participant in the activities of the Unit except as required by the provisions of this Contract.

1.10.3. The Board shall seek out and hire a certified integrated Staff reflective of all races.

ARTICLE 2: RECOGNITION AND UNION RIGHTS

2.1. EFE recognition as bargaining agent

Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)-(22) as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17.455 (1)-(8) up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)-(32), the Board does hereby recognize the Eastpointe Federation of Educators as the exclusive representative of all Certified Instructional Personnel, including Alternative Education, Counselors, School Nurses, Vocationally Certified Nurses, Vocationally Certified Instructors, Deans of Students, and Instructional Coaches (section B) as well as the following special services personnel: Social Workers, Speech Pathologists and Psychologists; excluding Superintendent, Assistant Superintendent, Supervisors, Administrative Assistants, Directors, Principals, Assistant Principals, and all other bargaining unit members. The term teacher when used hereinafter in this agreement shall refer to all bargaining unit members recognized in this paragraph, as amended, and "support staff" shall refer to all bargaining unit members recognized in this paragraph whose employment is not regulated by the Act, such references shall mean both male and female members. When the term bargaining unit members is used hereinafter, it refers to all bargaining unit members recognized in this section regardless of their status under the Tenure Act.

2.2. Individual Bargaining

No person or persons shall bargain individually or collectively with the Board concerning any position within the bargaining unit nor any terms or conditions of the agreement except through the authorized representatives of the Union.

2.3. Staff List

The employer shall forward to the Union a list of all bargaining unit members within their respective bargaining unit classifications indicating their seniority date and building assignment within sixty (60) days following the opening of school.

2.3.1. Further, the employer shall notify the Union of any changes in the above.

2.4. Membership not mandatory

Each member of the Bargaining Unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.

2.5 Dues Deduction The district shall allow for EFE dues to be deducted from bargaining unit members' paychecks upon the member's request. The amount of the deduction shall be provided by the EFE to the district at least 30 days prior to the first expected payment period.

2.5.1. The EFE shall notify the district in writing no later than 90 days following the start of school or the employment date of a new hire, the amount authorized by any employee to deduct from their bi-monthly paycheck for that school year.

2.5.2. The EFE will provide a written authorization form signed by the member indicating their consent to have dues deducted. Dues deductions shall continue indefinitely until the teacher, in writing, revokes his/her authorization by notifying the EFE and the district. This can occur at any time during the school year.

2.5.3 Deductions will begin as soon as it is convenient and plausible for the district to process the request. Not to extend beyond 30 days of notification.

2.5.4 The district shall not be responsible for collecting retroactive dues payments, collecting dues during a teacher's unpaid leave of absence, or collecting dues when the teacher's bi-weekly pay is not sufficient to cover their share of dues.

2.5.5 After each pay period in which dues are deducted, the district will forward a check or make an electronic funds transfer and an itemized payroll report to the EFE treasurer within seven (7) business days.

2.5.6 The EFE agrees to defend, indemnify and save the district harmless against attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the district shall give timely notice of such action to the EFE.

2.5.7 The district agrees to give full and complete cooperation to the EFE and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.

2.6. Cooperation

The Board shall provide to the Union, upon request, any and all information as required by law.

2.7. Negotiations schedules

Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this contract, members mutually scheduled to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary.

2.8. Member/ admin discussions

Nothing in this contract shall be construed to prohibit any bargaining unit member, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.

2.8.1 Union representation rights. Bargaining unit members required to meet with the Administration on disciplinary matters shall be so informed and shall have union representation at said meeting if so requested by the bargaining unit member.

2.9. Open Meetings

Board agendas and the Superintendent's Report shall be provided for the Union President as well as emailed to all members and posted on the website in compliance with the open meeting act.

2.10 Union Conference days:

The Union is granted thirty-five (35) conference days which may be used by such member or members of the bargaining unit as the Union President, in their sole discretion, shall determine. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations, to be billed annually.

2.10.1 Union release time

The Union President shall be released halftime to conduct staff support activities, as they deem necessary, to ensure the smooth operation of the district. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations.

2.10.2 If the Union President is from the secondary level, they shall be assigned three (3) teaching periods and one (1) preparation assignment. They shall be released for two (2) teaching periods exclusive of lunch. If the President is from the elementary level, they shall be assigned one-half day and shall be released one-half day exclusive of lunch.

2.10.3. The Union Treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for the daily salary of the substitute teacher assigned to teach the Treasurer's classes.

2.11. Bulletin boards

The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types: notices of recreation and social events; notices of Union elections; notices of results of Union elections; notices of meetings; Collective Bargaining Agreement amendments and supplements, Union literature; and professional literature.

2.11.1. Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his/her initials or signature.

2.11.2. The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.

2.12. Mailbox Usage

The Union shall have the right to place material in the mail boxes of all bargaining unit members in buildings.

2.12.1. Material detrimental to the employer and employee relationship shall not be placed in mailboxes.

2.12.2. A copy of material for general distribution shall be given to the building principal and Superintendent.

2.12.3. All material placed in the mail boxes shall contain on it the identity of the sender.

2.12.4. The Union, bargaining unit members, or the Board shall not use the school mailboxes for distribution of local school board candidates' campaign materials.

2.13. Superintendent conferences

Special Conferences shall be arranged between the Union President and Superintendent or their designee. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.

2.13.1. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the time of the conference. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.

2.13.2. The Union may use a building without charge, provided there is no additional cost to the Board, for bargaining unit membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.

2.14 Materials use

The Union agrees to reimburse the School District for the use of expendable materials used by the Union.

ARTICLE 3: PARAPROFESSIONALS

3.1 Hourly pay rates.

3.1.1 Hourly pay rates are set forth in Appendix P1.

3.1.2 If a paraprofessional is asked to sub for a class, they shall be paid an additional rate set forth in Appendix P2 for subbing. Paraprofessionals must hold a valid Daily Substitute Permit or valid teacher certification appropriate to the grade level or content area for this to apply.

3.1.3 The Board shall provide a twenty-four (24) pay schedule for all full-time employees.

Paraprofessionals on terminating contracts will be paid on a pay schedule adjusted from their hire date and ending on June 30th.

3.2 Paid Holidays

The following 11 days will be designated as paid holidays:

- Labor Day
- Thanksgiving Day
- The full day following Thanksgiving Day
- Christmas Day
- One day before Christmas Day (December 24)
- One Day after Christmas Day (December 26)
- New Years' Eve Day (December 31)

- New Years' Day
- Martin Luther King Jr. Day
- Good Friday
- The Monday of Spring break

3.3 Longevity-

Longevity will be paid according to the schedule below, starting with the beginning of the school year in which they achieve the next longevity step . Longevity be paid over 24 pays. See Appendix P3.

- 10-14 years= \$1000
- 15-19 years= \$1250
- 20+ years = \$1500

3.4 Insurance Coverage- Coverage of benefits within this section shall be as follows: Employees who work an average of at least seven (7) hours per day will receive 100% coverage. See Appendix B, C and D for insurance plan details.

3.5 Individual security and working conditions

3.5.1 Personnel file rights

- a) Each bargaining unit member shall have the right to review the contents of their personnel file; they shall have the right to have a union representative accompany them in such review. All such reviews shall be made in the presence of the Superintendent or their designee. Confidential credentials from universities normally sought at the time of employment are specifically exempt from such reviews. A bargaining unit member shall be permitted to reproduce any material in their file which is not confidential.
- b) Documentation of disciplinary action, three (3) years old or older, can be removed from the member's permanent disciplinary file upon request providing there have not been any new disciplinary steps issued and placed in the employee's personnel file since such oral and/or written reprimands in question and except as limited by any existing laws.

3.5.2 Work Schedule-

- a) **Report Times:** Paraprofessionals will work an eight (8) hour work day, including a thirty (30) minute unpaid lunch, resulting in seven and a half (7.5) hours of work to be scheduled with the building administrator according to building needs.
- b) **School closings:** An employee who is advised not to report to work because of an emergency school closing, where the days do not have to be made up under State law, will be paid at the daily rate of pay. If State law requires the day be made up, the employee will report on the rescheduled day and will not be paid for the day when schools were closed.

3.5.3 Posting of Job Openings-Whenever any vacancy within the bargaining unit arises, the employer shall publicize the same by notifying each employee at least ten (10) calendar days before the vacancy is filled. In the event of an emergency, the employer may fill a vacancy on a temporary basis.

3.5.4 Duties -Duties of the members of the bargaining unit shall be limited to performing those tasks that supplement the instructional process under the direction of a certified staff member.

3.5.5 Fingerprint reimbursement: Reimbursement will be offered to paraprofessionals of out of pocket costs associated with fingerprint and background checks necessary to gain employment after the completion of 90 days of employment. Reimbursements will be offered at only two (2) times per year, in

December and in May, after the employee submits a reimbursement request and receipt to the Human Resources Department.

3.5.6 Seniority/Probationary Period- Seniority shall be based on the member's date of hire into the bargaining unit. Every new hire and rehire shall be considered a probationary employee for the initial one (1) year of their employment. Such probationary employees shall receive a written evaluation of their performance no later than sixty (60) working days subsequent to the date of hire.

- a) After the Probationary period is complete, the discharge standard shall elevate to arbitrary and capricious. During such probationary period the employees rights are limited to compensation and benefits as set forth, and union representation.
- b) Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee with seniority retroactive to the date of hire.
- c) An employee's seniority shall terminate when:
 - 1) An employee resigns or is discharged
 - 2) The employee fails to return from recall within fifteen (15) business days of the date of notification
 - 3) Retirement under Michigan Public School Employees

3.5.7 Evaluation criteria- Paraprofessionals will be evaluated and goals for improvement will be written by the appropriate administrator, in collaboration with the paraprofessional. Paraprofessionals will be observed for purposes of evaluation two (2) times per year. Building administrators will collaborate on the evaluations with the Assistant Superintendent of Instruction or his/her designee. Paraprofessionals with an unsatisfactory evaluation will have an individual development plan put in place to improve performance before the next evaluation.

3.5.8 Layoff- Whenever it becomes necessary to reduce the working force, employees will be laid off on the basis of seniority and specific job qualifications. Employees whose positions have been eliminated shall have the right to transfer to positions within the bargaining unit for which they are qualified, providing the person holding such position has less seniority. Employees to be laid off for an 42 indefinite period of time shall have at least fifteen (15) business days' notice of the layoff. The Union President shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees. Title One Academic Support Staff on terminating contracts with a satisfactory evaluation will be given reasonable assurance of employment notification for the next school year as soon as funding is assured.

3.5.9 Recall: Recall -Laid-off employees shall be recalled in the reverse order of lay-off. Notice of recalls shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to respond within fifteen (15) business days from the date of mailing of notice of recall, he/she shall be considered to have terminated his/her employment.

3.5.10 Union Membership- Each member of the bargaining unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.

3.5.11 Lunch aides: The District shall strive to staff sufficient numbers of lunch time aides to avoid the reassignment of paraprofessionals to these supervisory roles.

3.5.12 Staff Meetings: Paraprofessionals will not be required to attend the monthly staff meetings on the 2nd Wednesday of each month unless given 1 week notification. They shall be paid at their hourly rate if required to attend.

3.5.13 Diapering: The parties agree to meet after contract ratification to continue to work in good faith on addressing issues related to staffing and compensation in regards to diapering children.

3.6 Definitions

3.6.1 Full Time: Definition of Full Time Full time will be considered to be employees who work an average of at least seven (7) hours per day.

3.6.2 Academic Support Paraprofessional: Academic Support Paraprofessionals work under the direction of the program/building administrators and teachers. Typical responsibilities include but are not restricted to the following:

1. Works with individual and small groups of students to provide direct academic support services.
2. Assists the classroom teachers with instruction of reinforcing material and/or skills as identified by the literacy coach/teacher.
3. Works with other Literacy Team members to maintain the Literacy Library.
4. Assists with the administration, scoring, recording of assessments and with data collection.
5. Maintains program records as assigned and within due dates.
6. Maintains open communication with administration, bargaining unit members, staff, parents, and students relative to programs.
7. Participates in professional development as required.
8. Demonstrates excellent reading, writing, and communication skills, and demonstrates ability to work effectively with children and adults. Academic Support Paraprofessionals shall also possess appropriate qualities of character and experience as determined by the Board of Education.

3.6.3 Media Center Paraprofessional- Media Center Paraprofessionals supplement the instructional process within or outside of an instructional, educational setting, under the direction of the Media Specialist. The typical responsibilities include but are not restricted to the following:

1. Schedules use of specialized equipment, technology, programs and materials
2. Works with students and faculty in utilizing media and technology resources.
3. Works with students relative to curriculum tasks and assignments as directed by professional staff.
4. Locates, processes, maintains, repairs, and circulates media collections.
5. Keeps the professional staff informed of materials available to enhance and supplement their instruction.
6. Performs first line routine maintenance on all equipment. Schedules service and arranges for repairs, as directed.
7. Interacts with administration, teaching staff and students to develop innovative practices for the Media Center. The Media Center Paraprofessional should have a working knowledge of computers, current media technology and catalog/filing protocol. The individual shall also possess qualities of character and experience as determined by the Board of Education.

3.5.4 Vocational Education Paraprofessional- Vocational Education Paraprofessionals assist certified personnel in career and technology education. Typical responsibilities include but are not to the following:

1. Works with individual students or small groups of students to learning of material or skills initially introduced by the teacher.
2. Assists the teacher in devising special strategies for reinforcing material or skills based on understanding of individual students, their needs, interests, and abilities.
3. Guides independent study, enrichment, and reinforcement work set up and assigned by the bargaining unit member.
4. Checks notebooks, corrects papers, and supervises testing and makeup work, as assigned by the bargaining unit member.
5. Serves as a resource person to any guest teacher in the absence of the classroom teacher.
6. Informs the classroom teacher of any problem or special information about students.
7. Demonstrates appropriate reading, writing, and communication skills.
8. Works effectively with special population students.
9. Utilizes and maintains program specific career/technology equipment. The Vocational Education Paraprofessional must have certified education and/or work experience directly related to the Career and/or Technology Program for which they are assigned. The paraprofessional must also meet State and/or Federal guidelines relative to mandated qualifications. The individual will demonstrate the ability to communicate and work effectively with students. The individual shall possess the appropriate qualities of character and experience as determined by the Board of Education.

3.5.5 Special Education Paraprofessional- Special Education Paraprofessional assists certified special education personnel with the instruction, management and medical needs of students within an instructional setting. Typical responsibilities include but are not restricted to the following:

1. Works with students in class with curriculum tasks and assignments, guiding and helping, but not teaching.
2. Under supervision of the teacher, works with the student to reinforce and master material initially introduced by bargaining unit members.
3. Establishes, as fully as possible, a supportive and working relationship with the student(s).
4. Maintains behavior management procedures and follows classroom routines.
5. Serves as a member of the IEPT (Individual Educational Plan Team) when appropriate.
6. Gives assistance relative to physical needs of student(s), as needed.
7. Serves as a resource person to any guest teacher in the absence of the classroom teacher.
8. Informs the special education teacher of any problems or special information about students(s).
9. Demonstrates appropriate reading, writing, and communication skills.
10. Works effectively with special needs children.

3.6 Special Education Certification: It is the intent of the East Detroit Public Schools to have all special education paraprofessionals certified utilizing the Macomb Intermediate School District classes and standards. Administration will pay hourly rate, mileage, and tuition for any current employees to attend. Every special education paraprofessional hired after the 1996-97 school year will be required to attend certification classes. Other paraprofessionals may request approval to attend. Special Education Paraprofessionals shall possess the appropriate qualities of character, physical ability and experience as determined by the Board of Education.

3.7 General Performance- In addition to specific job classification responsibilities, all paraprofessionals will:

- 3.7.1 Follows teacher and/or administrator instructions for carrying out assigned tasks within the identified scope of responsibilities in a specific position level (see additional indicators for specific paraprofessional positions).
- 3.7.2 Follows policies and procedures established for district personnel.
- 3.7.3 Maintains confidentiality of all information about students and their families.
- 3.7.4 Uses interactive and communication methods that demonstrate respect for cultural diversity and individuality among students and staff.
- 3.7.5 Participates in professional and career development opportunities.
- 3.7.6 Uses copy machines, computers, adaptive equipment, and audio/visual technology appropriately.
- 3.7.7 Is punctual and maintains an acceptable attendance record.
- 3.7.8 Dresses in a manner consistent with their professional responsibilities

APPENDIX P1: SALARY TABLES

Employees advance steps prior to each school year based on the years of service in the district prior to the start of each school year. Only employees hired prior to February 1 will be eligible for a step increase the following school year.

New hires may be granted credit for step placement based on previous paraprofessional, teaching, CTE or comparable experience.

2025-26 school year

Years of Experience	Step	Work Keys	Assoc. Or 60 hrs	BA 120 + hrs
Year 1	1	\$18.00	\$18.25	\$18.50
Yrs 2 & 3	2	\$18.50	\$18.75	\$19.00
Yrs 4 & 5	3	\$19.00	\$19.25	\$19.50
Yrs 6 & 7	4	\$19.50	\$19.75	\$20.00
Year 8 and above	5	\$20.00	\$20.25	\$20.50

2026-27 school year

Years of Experience	Step	Work Keys	Assoc. Or 60 hrs	BA 120 + hrs
Year 1	1	\$18.54	\$18.80	\$19.06
Yrs 2 & 3	2	\$19.06	\$19.31	\$19.57
Yrs 4 & 5	3	\$19.57	\$19.83	\$20.09
Yrs 6 & 7	4	\$20.09	\$20.34	\$20.60
Year 8 and above	5	\$20.60	\$20.86	\$21.11

2027-28 school year

Years of Experience	Step	Work Keys	Assoc. Or 60 hrs	BA 120 + hrs
Year 1	1	\$19.10	\$19.36	\$19.63
Yrs 2 & 3	2	\$19.63	\$19.89	\$20.16
Yrs 4 & 5	3	\$20.16	\$20.42	\$20.69
Yrs 6 & 7	4	\$20.69	\$20.95	\$21.22
Year 8 and above	5	\$21.22	\$21.48	\$21.74

Appendix P2: SUBSTITUTING RATE

A Paraprofessional who substitutes as a teacher will receive an additional \$7.00 per hour above normal rate.

Note: Paraprofessional must hold a current Michigan Substitute Permit in order to serve as a substitute teacher and be eligible for the rate listed above.

Appendix P3: LONGEVITY PAY

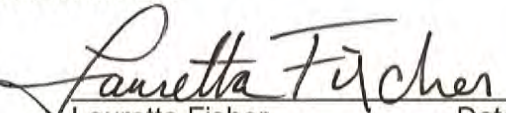
- 10-14 years= \$1,000
- 15-19 years= \$1,250
- 20+ years = \$1,500

SIGNATURE PAGE

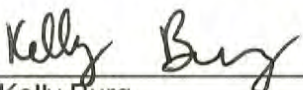
Negotiated in Good Faith by the individuals below and ratified by their respective constituencies.

FOR THE EASTPOINTE EDUCATORS ASSOCIATION BY:


Lincoln Stocks
President
Date 10/17/25


Laretta Fisher
Elementary Vice President
Date 10/21/25

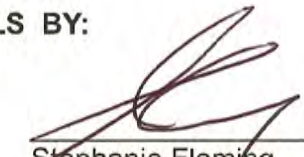

Stephanie Jovanovski
Second Vice President
Date 10/21/25

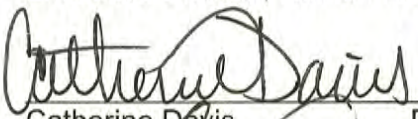

Kelly Burg
Negotiations & Grievance Team
Date 10-17-25

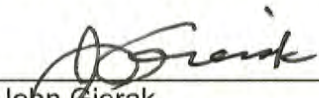

Edward Crain
Dean of Membership
Date 10-20-2025

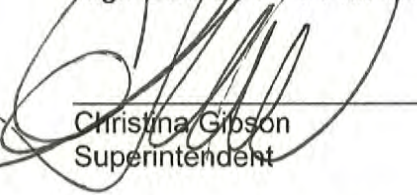
FOR THE EASTPOINTE COMMUNITY SCHOOLS BY:


Dean T. Niforos
Executive Director, Human Resources
Date 10/17/25

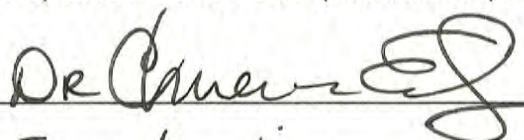

Stephanie Fleming
Assistant Superintendent
Date 10/17/25


Catherine Davis
High School Ass't. Principal
Date 10-21-25


John Gierak
Attorney
Date 10/17/25


Christina Gibson
Superintendent
Date 10/17/25

EASTPOINTE COMMUNITY SCHOOLS, MACOMB COUNTY, MICHIGAN, BY:

Dr. Chineva Early, Board President: 

Edward Williams, Board Secretary: 

Robert Roscoe, Vice President
Darlene Whitby, Treasurer
Shelly Cioppa, Trustee
Ian Colin McCain, Trustee
Addie M. Richardson, Trustee