AGREEMENT BETWEEN THE ECORSE PUBLIC SCHOOLS AND THE

ECORSE FEDERATION OF TEACHERS

Local 1425, American Federation of Teachers, AFL-CIO

2024-2025 2025-2026 2026-2027

ECORSE PUBLIC SCHOOLS, WAYNE COUNTY ECORSE, MICHIGAN 48229

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This agreement is entered into this ______ 2024, by and between the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter called "The Board", and the Ecorse Federation of Teachers, Local 1425, American Federation of Teachers, AFL-CIO, hereinaftercalled "The Union."

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ARTICLE I

PREAMBLE

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

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

Whereas, the Board recognizes that teaching is a profession;

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

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

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

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

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

Whereas, the Board and the Union desire to incorporate such understandings into a written agreement in the belief that such action is in the best interest of the residents of the Ecorse Public Schools District, the students attending school therein, and the teachers

represented by the Union. Now, therefore, in consideration of the following mutual covenants, the Union and the Board hereby agree as follows:

ARTICLE II

RECOGNITION

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

ARTICE III

CONDITIONS FOR RE-EMPLOYMENT OF TEACHERS

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

ARTICLE IV

RIGHTS OF THE BOARD

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

- (1) To the Executive Management and Administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- (6) It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board of Education and during the terms of this Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceedings under the grievance procedures.
- (7) It is understood and recognized according to the terms of M. C. L. 423.215, the Board retains the sole prerogative to determine the start of the school year.

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

Use of School Equipment and/or Supplies Prohibited

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

ARTICLE V

FAIR EMPLOYMENT PRACTICES

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

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

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

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

ARTICLE VI

UNION SECURITY

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

- A. All teachers within the bargaining unit shall be free to join or not to join the Union.
- B. Within thirty (30) days after employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization form permitting the deduction of dues and the assessments of the Union.
- C. Any member of the bargaining unit who has not joined the Union during such period, or has joined, has not remained a member, shall immediately execute an authorization form permitting deduction of a service fee which shall be a sum equal to the Union dues which have been established by the Union for the then current school year.
 - The non-members will receive a rebate equal to their portion of non-chargeable expenses. Teachers hired mid-year will receive a prorated portion. The rebate will be equal to total non-chargeable expenses divided by the number of teachers in the district. This check will be issued in June by the Treasurer of the Ecorse Federation of Teachers.
- D. The Board agrees to provide the Union with an alphabetized listing of the names of all employees in the bargaining unit, including the date of employment for all new hires. The Union agrees to notify all employees in the bargaining unit (those employees at the time of the execution of this Agreement, as well as newly hired during the term of this Agreement or its

extensions or renewals) of the above-stated thirty-day period. The Union shall deliver to the Business Office an executed authorization form signed by the individual teacher together with an alphabetized list of teachers for whom such forms are submitted.

- E. The Union agrees to provide for all teachers who are members of the bargaining unit the same degree of representation and protection (including but not limited to legal counsel and insurance benefits) as are enjoyed by the Union members.
- F. Any teacher who does not tender either the authorization for payroll deduction of Union dues or authorization for deduction of the service fee, as set forth above, or has not paid the same directly to the Union, shall not be retained in the bargaining unit and his/her employment with the Employer will be terminated. No employee shall be terminated under this Article, however, unless:
 - The Union first has notified him/her by letter addressed to his/her last known address concerning such delinquency and warning him/her that, unless such delinquency is corrected within seven (7) days, he/she will be reported to his/her Employer for termination from employment as provided herein.
 - 2. The Union has furnished the Employer with written proof that the foregoing procedure has been followed but the employee has not complied, and, on this basis, the Union has requested that he/she be discharged.
 - 3. The employee will be discharged at the close of the school year unless the Employer receives proof prior to that time that the employee has complied with this Article.
- G. In the event that a teacher is dismissed for failure to tender the required authorized amounts and is, subsequently, offered re-employment by the school system, such unpaid amounts for the school year in which the teacher was dismissed only shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.
- H. Nothing herein shall be construed as forcing or inducing any member of the bargaining unit to become a member of the Union.
- I. Any legal fee incurred related to litigation concerning any or all of the provisions of this Article shall be borne totally by the Union.

The Union, further, will protect and save harmless the Employer from any and all claims, demands, suits, and any forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE VII

RIGHTS OF THE UNION

7.1 Access to Board Information

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

7.2 Use of School Facilities

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

No more than one general meeting a month.

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

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

7.3 Use of Bulletin Boards and/or Mail Boxes

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

The Union shall have the right to place material in the teachers' mailboxes, excepting that

no material concerned with partisan politics or non-partisan politics shall be placed therein.

All materials posted or placed in teachers' mailboxes, shall relate to the official business of the Union, such as notices of meetings and social events, announcements of results of Union meetings or elections, and the like, and be signed by a designated Union official. Further, a signed copy shall be delivered to the administrative leader before posting or placement in school mailboxes. Pupils shall not be involved in the delivery of Union communications.

- 7.4 <u>Dues Deductions: [MOVED DUE TO LEGISLATION RULES]</u>
- 7.5 MICHIGAN CREDIT UNION: SECTION DELETED

7.6 <u>Union Consultation</u>

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

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

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

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

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

7.7 <u>Teacher Representation</u>

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

7.8 <u>Staff Representation</u>

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

7.9 Appearance at Board of Education Meetings

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

7.10 Meetings at Central Office

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

7.11 American Federation of Teachers Insurance Program

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

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

7.12 <u>Union Conferences</u>

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

7.13 <u>Arbitration Proceedings</u>

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

7.14 Released Time for Union President

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

7.15 <u>In-service Attendance</u>

See 11.7 M

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition

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

Section 2. Procedure for Adjustment of Grievances

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

Informal Conferences:

- A. A complaint shall first be discussed with the educational leader of the school with the objective of resolving the matter informally:
 - 1. By a teacher in person on his/her own behalf, or;
 - 2. By a teacher accompanied by the Union Building Representative, or;
 - 3. Through the Union Building Representative if the teacher so requests, or;
 - 4. By the Union Building Representative in the name of the Union.
- Step 1. In the event the matter is not resolved informally, the grievance stated in writing, may be lodged with or submitted to the educational leader of the school within thirty calendar days following the act or condition, which is the basis of the grievance. The written grievance shall be signed by the aggrieved teacher if any.
 - A. The grievance may be lodged and thereafter discussed with the educational leader:
 - 1. By the aggrieved teacher in person on his/her own behalf, or;
 - 2. By the aggrieved teacher accompanied by the Union Building Representative, or;
 - 3. Through the Union Building Representative if the aggrieved teacher so requests, in writing, or;
 - 4. By the Union Building Representative in the name of the Union.
 - B. Within six working days after receiving the written grievance, the educational leader shall communicate his/her decision, in writing, to the Union Building Representative, President of the Union (2 copies), and to the aggrieved teacher, if any, who lodged the grievance.
- Step 2. Within six working days after receiving the decision of the educational leader, an appeal from the decision may be made to the Superintendent of Schools or his/her designated representative. The appeal shall be in writing and shall be accomplished by a copy of the appeal at Step 1 and of the decision at Step 1.
 - A. The Superintendent of Schools shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants in this conference shall be those who participated in Step 1 and the President of the Union, and/or Chairman of the Grievance Committee or his/her designated representative unless the grievance is being processed by the

aggrieved teacher in person on his/her behalf. Participants in this conference shall be given at least two working days' notice of the conference.

- B. Within eight working days after receiving the appeal, the Superintendent of Schools shall communicate his/her decision, in writing, together with supporting reasons, to the educational leader, the Union Building Representative, the Assistant Superintendent for Instruction and Personnel, the Chairman of the Union Grievance Committee, the President of the Union, and to the aggrieved teacher, if any.
- Step 3. Within ten working days after receiving the decision of the Superintendent of Schools, an appeal from the decision may be made to the Board. This appeal shall be in writing and shall be accompanied by a copy of the appeal at Step 2 and of the decision at Step 2.
 - A. No later than ten working days after receipt of the appeal, the Board shall schedule a hearing on the grievance to be held at the next regularly scheduled board meeting. Participants in this hearing shall be those who participated in Step 2 and counsel for the union unless the grievance is being processed by an aggrieved teacher in person on his/her own behalf. Participants in this hearing shall be given at least three working days' notice of the hearing.
 - B. Within five working days after the hearing on the appeal, the Board of Education shall communicate its decision in writing, together with supporting reasons, by forwarding a copy of the decision to counsel for the Union, to the aggrieved teacher, and five copies to the President of the Union.
 - C. The decision of the Board of Education shall be binding during the processing of any appeal therefrom and until reversed or modified by a higher authority.

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

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

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

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

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

Section 3. Except for mediation and fact-finding procedures, hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend and no such hearing shall be held during the school day.

Section 4. If a grievance arises from the action of authority higher than the educational leader of a school, it may be initiated at the appropriate step of this procedure.

Section 5. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement or established policy.

Section 6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance. Failure to file a grievance within the period specified in Step 1 shall bar the grievance.

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

Section 7. The Union shall have the right, within the time limits specified, for appeal to the Next Step to appeal the decision on a grievance in which it did not participate.

Section 8. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party

in interest, the time limit set forth herein shall be reduced by written agreement so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

Section 9. Nothing contained in this Article shall be construed to deny to any teacher his/her rights, under Section II of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965.

Section 10. Cases involving the tenure of a teacher shall be processed in the manner prescribed in the General School Laws of the State of Michigan.

Section 11. In the event that a teacher decides to file a grievance on his/her own behalf, the Union shall be accorded the opportunity to be present at all procedures under Steps 1 through 3.

ARTICLE IX

SPECIAL SERVICES

The Board agrees to continue to provide the following programs:

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

ARTICLE X

RIGHTS OF THE TEACHER

10.1 Board Support of Teachers in Performance of Duties

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

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

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

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

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

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

10.2 <u>Promotions, Reassignments, and Transfers</u>

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

10.2.1 Promotions

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

During A Time When School Is in Session

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

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

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

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

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

During a Time When School is Not in Session

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

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

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

10.2.2 Reassignments and Transfers

For this Article, a vacancy occurs when there is a need in an allocated position for a teacher as a replacement as a result of expansion, retirement, or promotion. The Union shall be notified when a vacancy occurs. Notices of vacancies, which occur in classroom positions, shall be promptly posted in each building as is designated. Notices shall be posted for not less than five (5) working days to allow individual teachers the opportunity to bid on the position.

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

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

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

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

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

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

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

Seniority for purposes of this section is defined as:

IN THE ELEMENTARY SCHOOLS:

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

IN THE HIGH SCHOOL:

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

10.3 Personal Property of Teachers

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

10.4 Review of Personnel File

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

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

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the personnel file unless such material shall have been proved to be accurate and the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read by him/her. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

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

10.5 Relief from Substitute Responsibility

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

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

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

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

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

10.5.1 Relief Teachers

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

Assigned Substitute--BASIS FOR PAYMENT

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

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

employees will contribute 20% of the top illustrated health care rate and the Board will contribute 80%. Payments for benefits will not extend beyond the last day of the month in which the assigned substitute's assignment is terminated.

10.6 Professional Conference Attendance at Teacher's Request

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

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

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

- 1. Conferences may be approved to a distance of a 300-mile radius from the City Of Ecorse. Any request to attend a conference beyond the 300-mile radius of the City of Ecorse
- shall require the recommendation of the Superintendent and the approval of the Board of Education.
- 2. Transportation: Reimbursement for the use of an automobile shall be paid at the IRS rate of reimbursement for mileage on cars authorized to make the trip. If more than one teacher is making the trip, rides shall be pooled. For distances over 150 miles from the City of Ecorse, the most reasonable available transportation shall be used. If the personal car is used, the cost of the most reasonable transportation will be paid. If a teacher is unable to pool with other staff, that teacher must submit a request in writing explaining why to the Superintendent for prior approval of the trip to be reimbursed by this section.

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

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

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

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

10.7 Leaves

10.7.1 Annual Leave Days Allowance

I. Annual Sick Leave Allowance

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

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

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

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

B. A certified contract employee hired before July 1, 1993, may accumulate an unlimited number of days in his/her accumulated sick leave bank. A certified contract employee hired after July 1, 1993, may accumulate up to one hundred (100) sick days. Whenever an employee has reached the maximum accumulations of days, the Board will pay the employees for any earned days in excess of one hundred (100) at the employee's daily rate of pay. Payment for unused earned sick days will be on the last pay of the month.

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

- C. Those individuals employed for the school year who use five (5) or fewer leave days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.
- II. <u>Absences Charged to Annual Sick Leave Bank (All absences shall be reported to the administration as early as possible.)</u>
 - A. Personal Illness.

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

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

- 3. All absences are to be reported through a reliable standardized system as set by the employee's building administrator no later than 6:30 a.m. on the day of the absence.
- B. Other specified types.
 - 1. <u>Death in the immediate family.</u>
 - a. Immediate family includes: Husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living or making his/her home in the household of the employee or for whose funeral arrangements the employee is responsible.
 - b. For each death not to exceed five working days.
 - c. <u>Bereavement Leave:</u> All employees shall be provided up to three (3) days leave for a funeral not to be charged against the employee's sick leave bank. This funeral leave provision shall apply to members of an employee's immediate family. Included are spouses, parents, children, siblings, mother-in-law, father-in-law, and grandparents. The employee shall be required to present a copy of an obituary, a written letter from the funeral home, or a death certificate.

2. <u>Emergency illness in the immediate family.</u> (When necessary care cannot be otherwise arranged.) Not to exceed five (5) days.

^{*}See Appendix "K".

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

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

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

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

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

C. <u>Injury While on School Assignment</u>

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

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

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

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

10.7.2 Leaves of Absence

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

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

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

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

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

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

Time Limit on Leaves of Absence

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

10.7.2.1 Illness Leave

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

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

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

Teacher's Signature

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

10.7.2.2 Maternity Leaves

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

10.7.2.3 <u>Military Leave</u>

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

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

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

10.7.2.4 <u>Exchange Teacher Leave</u>

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

10.7.2.5 <u>Peace Corps and Job Corps Leave</u>

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

10.7.2.6 <u>Fellowship, Internship, Scholarship Leave</u>

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

10.7.2.7 Extended Leave

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

ARTICLE XI

TEACHING CONDITIONS

11.1 Physical Environment

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

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

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

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

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

11.2 <u>Services of Special Teachers</u>

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

11.3 Subject Areas

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

B. Split Classes:

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

* Note this change.

11.4 Notice of Schedule

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

11.5 Personal Safety of Teachers

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

a. Other Acts of God:

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

- b. Health and Safety: When school is called off after classes are in session, teachers will report to their pre-assigned alternative work site after the building is cleared for school improvement purposes.
- c. Personal safety of teachers, when school is called for "act of god" (snow day), teachers will provide remote learning opportunities for students as directed or planned for such days.

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

11.6 School Calendar

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

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

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

11.7 The School Day

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

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

- A. 385 minutes (1,129.33 hours) assigned to pupil instruction for the elementary and secondary.
- B. Seventy-four (74) consecutive minutes of instructional preparation at the secondary school level.

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

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

- E. Twenty (20) minutes total of teacher station time at the secondary level (ten minutes before the school day and ten minutes after the school day). Fifteen (15) minutes total of teacher station time at the elementary level disbursed throughout the day.
- F. Counselors, nurses, psychologists, and visiting teachers shall have a normal duty day of four hundred fifty (450) minutes, including the lunch period.
- G. It is agreed by the Board and the Union that secondary teachers will be assigned a workload of four instructional periods during the normal duty day, and the homeroom period will include ten additional minutes with the provision that the assignments meet the policies and standards for the Accreditation of Secondary Schools North Central Association of Colleges and Schools.
- H. The teacher's day shall include a thirty-minute duty free lunch. No lunch period shall begin before 11:00 a.m. or after 1:00 p.m. One hour lunch period will apply on in-service, record days, and Parent/Teacher Conference days.
- I. Teachers who teach two (2) different half-day sessions, such as kindergarten, and accompany both sessions on a field trip shall be determined to have taught a full day.
- J. The Board will offer special classes (Memorandum of Understanding). Elementary will be released from supervising students and will use the time period for preparation and to make at least one (1) telephone contact with

a student's parent or guardian to report on at least one (1) positive aspect of the student's performance during the calendar month.

K. The Board and the Union agree that three (3) days be used for teacher staff development activities. These activities will be accomplished during the school day. These sessions will be scheduled one (1) day by the Board, one (1) day by the school improvement committees and one (1) day planned by the Union leadership and the Central Office Administration. The building committee will be open to any teacher willing to participate. Teachers will choose the committee chairperson by open democratic vote. The committee will share their chosen activities with the building administrator.

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

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

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

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

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

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

Early Release Time

The Board and the Union agree that 30 hours per school year will be used for teacher in-service, including school improvement activities. In order to facilitate students' learning, school will be dismissed at 1:15 pm on the third Wednesday of every month (one day per month for ten months, September through June), The in-service day will begin at 1:30 pm, students dismissed at 1:15 pm. The district will retain the right to use this time for district wide professional development initiatives.

1:30 pm - 4:00 pm

M. If a teacher is more than ten (10) minutes late for 3 or more days, they will be docked 1/4 of a sick day from their sick bank. If there are no remaining sick days in the teacher's sick bank, they will be docked 1/4 of his/her pay for that workday.

11.8 Teachers Assigned to Extra-Duty Assignments

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

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

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

Note: Five teachers per slot (twice a week)

11.9 Handbook for Professional Employees

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

The following sections of Article:

The following sections from the Handbook for Professional Employees:

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

Annual Sick Leave Days

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

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

11.9.1 Professional Appearance

Employees are to dress professionally. No baseball caps.

11.10 Workshops and In-Service Planning

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

11.11 Curriculum Planning

Teachers shall participate in all phases of formulation of report cards, curriculum planning, development and implementation; in selection of textbooks, materials and supplies, planning of facilities and special education programs. When it is necessary for teachers to participate in the above activities at times outside the

regular school hours, they shall be compensated at the rate established in Appendix C.

11.12 <u>In-service Workshops</u>

Professional Development days will be incorporated into the calendar so as to maintain the state mandated instructional hours for the 2024-2027 school years.

For the 2024-2027 school years, teachers that miss the full day of Professional Development will have on additional (total of two) sick days removed from their bank unless there is a documented medical reason, legal issues or extenuating circumstances that are approved by the Superintendent.

11.13 Faculty Meetings

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

11.14 Relief from Non-Teaching Duties

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

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

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

11.15 Class Size

11.15.1 <u>Elementary</u>

On or before the first week in June, the Superintendent shall prepare for the Board of Education a classroom breakdown indicating projected enrollments for each elementary school. A copy of this enrollment breakdown shall be forwarded to the Union President. Each educational leader of the elementary schools shall be

directed by the Superintendent to equalize the class loads as evenly as possible, taking into consideration the individual needs of the school and the fact that small class loads are the desirable goal of the Board. In the interests of promoting high achievement and educational well-being, the Board will establish maximum class size as follows:

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

Physical Education and Music K-8 no overage

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

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

11.15.2 <u>Secondary</u>

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

Physical Education* Glee Club* Music*

Band* Choir* Study Hall*

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

11.15.3 Mainstreaming

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

^{*}If applicable during the course of the school year.

ARTICLE XII

SALARY SCHEDULE AND OTHER BENEFITS

12.1 Salary Schedule

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

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

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

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

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

Per this agreement, eligible teachers who return to their teaching position for the following academic year shall receive a one-time incentive payment of \$500 as a bonus to be added to their first check in September.

12.2 Longevity Pay

Longevity pay is authorized by the Ecorse Board of Education for those employees having completed five (5) or more years of accrued service to the Ecorse Public Schools.

Longevity pay shall become a part of the salary schedule as established by the Ecorse Board of Education. Payment shall begin in the fiscal school year in which the employee begins his/her sixth (6th) year of employment, i.e., after six (6) full years of accrued service to the Ecorse Public Schools.

Years of service shall be computed as of July 1 of that fiscal year. The schedule of Longevity Pay beginning in the 2024-2025 school year is as follows:

Beginning the 6th year of employment \$175 added to base salary, continuing through the 9th year of employment.

Beginning the 10th year of employment \$250 added to base salary, continuing through the 16th year of employment.

Beginning the 17th year of employment \$100 per year will be added to the base salary each year of employment thereafter.

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

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

Teachers participating in the "Warrior Program" or other programs that require a state certification who do not received their state certification upon completion of the program, will be frozen at the current step until they receive their certification. Once the teacher receives certification, they will be moved to the next step.

12.3 Required Tuberculosis Examination

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

12.4 <u>Teacher Pay Period</u>

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



ECORSE PUBLIC SCHOOLS

REGULAR PAYROLL CALENDAR FOR THE 2022-2023 SCHOOL YEAR

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

12.4.1 <u>Annual Salary Payment</u>

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

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

12.4.2 <u>Direct Deposit</u>

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

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

12.4.3 <u>Contract Distribution</u>

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

12.5 <u>Credit for Outside Experience</u>

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

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

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

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

1. Service to the Ecorse Public Schools, regardless of the certificate held, shall be conducted the same as regular service. One year's

credit on the salary schedule is allowed for 180 days of substitute service in the Ecorse Public Schools. The maximum allowance for such substitute teaching is five (5) years.

- B. Any fully certificated teacher placed in a regular teaching position in which an actual vacancy exists shall receive a probationary contract and shall be placed on the appropriate step of the agreed upon salary schedule, provided that no prior commitment has been made and provided that said teacher is fully qualified to teach in the position in which he/she has been placed.
- C. Military service shall be computed for continuous active service in the armed forces of the United States of America. For purposes of computations, one-year of military service shall be computed as one school year.
 - Credit for military service shall apply only for persons certified as teachers prior to the performance of the military service.
- D. Licensed Social Workers may be hired at Step 10 of the salary schedule.
- E. Special Education teachers, with certification and a minimum of 3-years of experience, may be hired at Step 10 of the salary schedule.

12.6 <u>Medical & Hospital Insurance:</u>

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

2019-2020

\$10.00 Generic Drugs \$20.00 Brand Name Drugs

2020-2021

\$10.00 Generic Drugs \$20.00 Brand Name Drugs

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

- E. The Board shall provide optical insurance benefits commensurate to the level of coverage provided in the Agreement for the 1996-97 with a provider to be determined by the Board.
- F. The Board shall provide dental insurance coverage, Class I and II benefits, maximum coverage per person per school year, \$700 with 50-50 co-pay, and Class III benefits, \$500 maximum with 50-50 co-pay.
- G. Employees covered by this agreement will have the option to obtain additional dental or vision coverage to comply with the IRS regulations. Employees will be responsible for the cost differential of the insurance.

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

Ecorse Public Schools

Medical, Dental, Vision and Life Insurance

FY 2022 - 23 Employee Contributions 10% employee Contribution

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

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

Medical - Employee Cost Per Pay (26 pays)

Single	\$ 41.62	\$ 1,082.14 per year
Two Per:	\$ 99.94	\$ 2,598.56 per year
Family	\$ 124.93	\$ 3,248.20 per year

Heritage Vision - No cost to Employee and Dependents

Delta Dental Standard Plan- No cost to Employee and

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

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

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

Madison National Life Insurance - No cost to Employee

Ecorse Public Schools Medical, Dental, Vision and Life Insurance

FY 2022 - 23 Employee Contributions 20% employee Contribution

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

Medical - Employee Cost Per Pay (22 pays)						
Single	\$ 98.38	\$ 2,164.27 per year				
Two Per:	\$ 236.23	\$ 5,197.13 per year				
Family	\$ 295.29	\$ 6,496,42 per year				

Medical - Employee Cost Per Pay (26 pays)

Single	\$ 83.24	\$ 2,164.27 per year
Two Per:	\$ 199.89	\$ 5,197.13 per year
Family	\$ 249.86	\$ 6,496.42 per year

Heritage Vision - No cost to Employee and Dependents

Delta Dental Standard Plan- No cost to Employee and

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

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

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

Madison National Life Insurance - No cost to Employee

12.6.1 Income Protection Insurance

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

12.7 Life Insurance

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

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

12.8 Tax-Sheltered Annuity

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

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

12.9 Extra-Curricular Pay

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

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

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

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

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

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

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

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

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

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

12.10 Extra-Teaching Assignments

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

12.11 Extra-Duty Pay

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

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

12.12 Mileage Allowance

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

12.13 <u>Severance Pay or Termination Pay</u>

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

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

ARTICLE XIII

EVALUATIONS

A. Year-End evaluations:

- 1. Notwithstanding any language contained within this Agreement, all evaluations of teachers shall be conducted pursuant to state law.
- 2. Metrics must be the basis for twenty percent (20)% of the teacher's year-end evaluation rating. Metrics means student growth and assessment data or student learning objectives. Student learning objectives are measurable, long-term, academic goals, informed by available data, that a unit member or PLC sets by September 30th of each year for all students. Any metric considered for this portion of the evaluation will be determined by the District with consultation from the Union.
 - a. Building Level PLC Common Assessments
 - b. District-wide PLC Common Assessments
 - c. SLO Data
 - d. Direct Reading Assessment (DRA), iReady, or other district assessment tool
 - e. Other data as relevant to job category
- 3. The remaining portion of the evaluation is primarily based on teacher performance as measured by an evaluation tool that is developed or adopted by the district and based on objective criteria. The evaluation tool will be used to determined unit member effectiveness and inform decisions for developing and

improving unit members, including the below factors. Any other factor used as a basis for this portion of the evaluation must be mutually agreed upon.

- i. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject are and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.
- ii. The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.
- iii. The teacher's attendance and the teacher's disciplinary record, if any shall be considered.
- iv. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.
- v. Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.
- 4. The year-end evaluation must include specific performance goals that will assist in improving effectiveness for the next school year. Performance goals must be identified in consultation with the teacher. The school administrator or designee conducting the evaluation will identify training, in consultation with the unit member, that would assist the unit member in meeting these goals.
- 5. 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.
- 6. Evaluations will be conducted by a qualified evaluator as designated by the Superintendent.
- 7. At the end of the school year, each teacher shall be assigned a year-end performance evaluation rating ("Year-End Evaluation") of one of the of the following:

- i. Effective
- ii. Developing
- iii. Needing Support

B. Observations

- 1. Classroom observations must be used to assist in performance evaluations. There must be at least two classroom observations in each school year the teacher is evaluated. One observation must be scheduled, the other may be unsolicited.
- 2. The school administrator conducting the observation must conduct a postobservation meeting with the teacher. At this meeting, they must discuss the teacher's lesson plan, and the state curriculum standard being used in the lesson and review the pupil engagement in the lesson.
- 3. Classroom observations must be a minimum of 30 minutes but do not have to be for an entire class period. A school administrator responsible for the teacher's performance evaluation must conduct the observations. Any other observers (coaches, department heads, etc.) may not contribute to performance evaluation.
- 4. Within 15 work-days after each observation, the observer must provide the teacher with written feedback from the observation.
- 5. Teacher evaluations prepared by the evaluator(s) shall not be limited to the observations of the classroom visitations/observations, but may also include all aspects of the teacher as a professional staff member.
- 6. Lesson plans communicating objective(s), connection to standard(s) and other aspects of any lesson prior to being observed or following an observation, if requested, must be submitted to the Evaluator(s) within one day of the request.
- 7. 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.

C. Additional Support for Certain Teachers

1. The provisions in this section apply only to any teacher who is in the first year of the probationary period under section 1 of Article II of 1937 PA 4, MCL 38.81 (The Tenure Act), or who received a rating of Developing or Needing Support in the teacher's most recent year-end evaluation. For those teachers identified above, the school administrator 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.

- 2. Teachers identified in this section must receive a mid-year progress report. The midyear progress report must be used to gauge a teacher's improvement from the preceding school year and assist the teacher in improving. The mid-year progress report must be based in part on student achievement, be aligned with the teacher's IDP and include specific performance goals and recommended training for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation or their designee, in consultation with the teacher.
- 3. At the mid-year progress report, the teacher must receive a written improvement plan developed by the school administrator conducting the year-end evaluation or their designee, in consultation with the teacher.
- 4. This plan shall identify the goals and training required above. The mid-year progress report is supplemental and in addition to the year-end evaluation. Teachers identified in this section shall be assigned a mentor or coach.
- 5. In addition to the criteria measuring effectiveness, the year-end evaluation for a probationary teacher or tenured teachers on an IDP shall include an assessment of the teacher's progress in meeting the goals of his or her IDP.

D. Designating Teachers as Unevaluated

- 1. A teacher must not be assigned an evaluation and designated as unevaluated for a school year if any of the following apply to the teacher:
 - i. The teacher has worked less than sixty (60) days in that school year.
 - ii. The teacher's evaluation results were vacated through the grievance procedure described in MCL 380.1249(I).
 - iii. There are extenuating circumstances including severe illness, disasters, and/or other acts of God and the teacher and the employer agree to designate the teacher as unevaluated.
- 2. If a teacher receives an unevaluated designation, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes.

E. Training Teachers and Evaluators

1. The employer will provide an overview/training to the teacher on the evaluation tool and how the tool is used. All evaluators and observers must be trained by an

individual (that can be a District representative) with expertise on the evaluation framework and tool.

F. Evaluation Transparency

1. The district must comply with all provisions of MCL 380.1249 as amended by 2023 PA 225, related to posting information about the evaluation tool and evaluation system on its public website.

G. Teachers Consistently Rated as Effective or Higher

A teacher who is not probationary under section 1 of the Tenure Act and is rated effective or highly effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially instead of annually. If the teacher's rating on 1 of these evaluations is not effective, the teacher must again be provided with year-end evaluations.

H. Teachers Rated as Ineffective or Needing Support for 3 Consecutive Years

A teacher rated as ineffective or needing support on 3 consecutive year-end evaluations will be dismissed from employment as a teacher.

I. Compliance with Section 1249a.

The parties acknowledge that MCL 380.1249a(1) requires that the district shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective or needing support on the teacher's 2 most recent annual year-end evaluations.

The parties agree that the district will comply with all provisions in MCL 380.1249a(2). The parties agree that the district will first notify the Union that it is unable to comply with subsection (1) before any notification is sent to the pupil's parent or legal guardian under this section. The parties agree to discuss plans for pupil assignment, with ample time to address any MCL 380.1249(1) compliance concerns before providing any notification to the pupil's parent or legal guardian under MCL 380.1249a(2).

If after discussion with the Union, the district is still unable to comply with subsection (1), the parties will jointly decide the content, format, and procedures for the notification to parents or legal guardians required under section 1249a.

J. Evaluation Rating Review

1. Unit Members Rated as Needing Support on a Year-End Evaluation

a. A unit member who is not probationary under section 1 of the Tenure Act and is rated as needing support on a year-end evaluation may request

- a review of the evaluation rating by the school district superintendent or intermediate superintendent.
- b. The request for review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.
- c. Upon receipt of the request, the school district superintendent or intermediate superintendent shall review the evaluation and rating and make any modifications as appropriate.
- d. The unit member 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 unit member or the Union may request mediation as provided for in 1947 PA 336, 423.401 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district.
- f. Within 15 days of the receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the unit member and the Union stating the mediation will be scheduled as appropriate.

2. Unit Members Rated as Needing Support on 2 Consecutive Ratings

- a. A unit member who is not probationary under section 10 f the Tenure Act and is rated as needing support on 2 consecutive year-end evaluations may use the contract's grievance procedure, including arbitration, to grieve the second evaluation rating.
- b. The arbitrator has the authority to issue any appropriate remedy.

K. Enforcement of this Article

All terms and provisions in this article are fully enforceable through the contract's grievance procedure. Following a finding that the employer has failed to comply, 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 XIV

TRANSFERS, LAYOFF AND RECALL

1. "Layoff" is the separation of any employee for lack of work or funds, as determined by the employer, without fault or delinquency on the employee's part. For this article, union members on leaves of absence are to be considered as current union members.

No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof or recalled from a period of lay-off except under applicable state law.

Reductions in staff or programs shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.

Nothing in this procedure precludes the District from making reductions in personnel or programs at any time.

2. Notice

- i. Employees to be laid off must be notified as soon as possible after the decision for layoff has been made. In no event will the Employer give the employees less than thirty (30) calendar days written notice.
- ii. The employer agrees to provide the Union with a list of names of employees being laid off and such notice must be sent at the same time that it is issued to the employees so affected.

3. Recall

- i. Employees will be recalled to a position/program for which they hold certification in reverse order of layoff when a vacancy occurs.
- ii. Each employee on layoff shall be required to provide the district personnel office in writing with the current address to which a letter of recall may be sent. If a recall opportunity exists, a letter must be mailed to the employee, certified mail, return receipt requested.
- iii. An employee offered a recall opportunity must notify the Employer in writing of their decision within five (5) calendar days of receipt of the Employer's offer.
- iv. An employee who has been laid off will maintain recall rights for twenty-four (24) months from the date of layoff or until they refuse a recall opportunity, fail to respond to a recall letter, submit a resignation, or accept employment in another school district, whichever is less.

4. Layoff Order Criteria

i. Layoffs will occur in the following order:

Group 1: Bargaining Unit Members who work under a Permit (or equivalent for their position) and do not hold a teaching certificate (or equivalent for their position).

Group 2: Bargaining Unit Members who were rated as "needing support" on their last two or more evaluations.

Group 3: Bargaining Unit Members who were rated as "needing support" in their last evaluation.

Group 4: Bargaining Unit Members who are rated as "developing" in their last evaluation.

Group 5: all other Bargaining Unit Members.

ii. Length of service or tenure shall not be the sole factor in making layoff and recall determinations. Length of service or tenure may be used as a tiebreaker if a decision regarding reduction of staff or recall of two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.

5. Probationary Teachers

A probationary teacher who is rated as Effective or higher 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.

6. Leaves of Absence

A teacher on lay-off is precluded from applying for any leave of absence except the following:

- i. a leave to honor the extension of an individual contract then in effect between the teacher and a K-12 Michigan Public School District,
- ii. a child care leave of absence, not to exceed one (1) year, provided the teacher applies for leave within three (3) months of the birth of the child or acquisition of custody of child.

7. Eligibility, Unemployment and Salary

In order to be eligible for recall the teacher must:

- A. Have maintained a current address and telephone number with the Human Resources Department.
- B. Have notified the Human Resources Department in writing or by electronic mail of any extended periods of time (longer than 14 days) when they will be away from their current address and how they may be reached or be contacted while away.
- C. Have notified the Human Resources Department in writing or by electronic mail by date of intent to return to active employment for the following year, except that for laid off employees and employees on long-term medical leaves, it shall be presumed the employee wishes recall. If an employee does not comply with the above provisions, their return rights may be terminated for that year. If the employee does not comply for two (2) years, all return rights may be terminated.
- D. Have notified the Human Resources Department in writing or by electronic mail at of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given prior to June 30th if the information is to be used in determining recall or return rights for the following school year. The District may ignore such information for the following school year if it is not provided by June 30th.
- E. Have the present necessary certification and qualifications as well as the present physical ability to assume the position/assignment at the time the recall offer is made. Teachers who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on lay-off subject to the conditions contained herein. Exceptions may be made, subject to the approval of the Superintendent or his/her designee, if the recalled teacher, at the time of recall is eligible for long-term disability benefits through the insurance policy enforced in the District.
- F. Have notified the Human Resources Department in writing or by electronic mail by June 30th of intent to return to active employment for the following year, except that for laid off employees and employees on long-term medical leaves, it shall be presumed the employee wishes recall. If an employee does not comply with the above provisions, their return rights may be terminated for that year. If the employee does not comply for two (2) years, all return rights may be terminated.
- G. Have not notified the Human Resources Department in writing or by electronic mail of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given prior

to June 30th if the information is to be used in determining recall or return rights for the following school year. The District may ignore such information for the following school year if it is not provided by June 30th.

- H. The District, as it reinstates programs, shall post the positions as they are established listing the necessary certifications and qualifications.
- I. A combined list of employees eligible for recall and return from long-term leave of absence shall be maintained by the Human Resources Department. A copy of this list shall be provided to the Association President upon written request within 10 days.
- J. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her/them regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that his/her/them unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she/they would have earned for the school year had he/she/they not been laid off, subject to the following conditions: The total of unemployment compensation plus salary, earned by employment in the District shall not be below that which the employee would have received had he/she/they been employed the entire school year.
- K. The salary earned through employment in the District shall not be less than his/her/them salary from the same for a similar period during the preceding school year.

ARTICLE XV

DISCIPLINE AND DISCHARGE

- A. No Employee shall be disciplined, given a written reprimand or discharged by the Employer for any reason that is arbitrary and capricious.
- B. Upon request, the President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within 24 hours of such request.
- C. Any discipline and discharge may be contested through the grievance procedure of the contract, including Arbitration.
- D. Disciplinary action will not be taken without first holding a conference with the employee to determine the facts of the incident.

- E. An employee shall receive written notice via email prior to any disciplinary or investigative conference unless waived by the employee. The notice must include the time of meeting, the location, and the purpose of the meeting.
- F. When imposing discipline or giving reprimands, warnings, or criticism, confidentiality must be maintained at all times. This shall not unduly restrict communication between managerial employees who need to know.
- G. The employee has the right to be accompanied by a Representative of the Union to any meeting, including but not limited to the investigative conference, that may or will result in disciplinary actions.
- H. Employees must be permitted to 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.
- I. No employee will be publicly reprimanded.

ARTICLE XVI

1984-85 SCHOOL YEAR

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

ARTICLE XVII

MATTERS CONTRARY TO AGREEMENT

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

ARTICLE XVIII

AGREEMENTS CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law by a court of last resort or by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then such provisions or application shall be deemed

invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XIX

MATTERS NOT COVERED IN THIS AGREEMENT

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

ARTICLE XX

HANDBOOK FOR PROFESSIONAL EMPLOYEES

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

ARTICLE XXI

PROCEDURAL SAFEGUARDS FOR THE EMPLOYMENT RIGHTS OF CERTIFIED PERSONNEL

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

ARTICLE XXII

DURATION

This Agreement shall become effective as of August 30, 2024 and remain in full force and effect until June 30, 2027. This Agreement supersedes and cancels all previous Agreements, verbal, or written, between the Board and the union constitutes the entire Agreement between the two parties.

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

The parties further agree that this contract shall span the 2024-5 / 2025-26 /2026-27 school years.

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

This Agreement will be executed when it has been:

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

Any notices require	ed hereunder shall b	e sufficient if mai	led:			
To the Board:	c/o Superintendent of Schools Ecorse Public Schools System 27225 W. Outer Drive Ecorse, MI 48229					
To the Union:	c/o The President	Ecorse Federatior at his/her resi				
or personally serve	d upon either party					
	whereof, the partie		this Agreement by their first above written.			
Board of Ed Teachers	lucation		Ecorse Federation of			
	Public Schools Syst	em	AFT, AFL-CIO			
For the Boa	rd:		For the Union:			
* August : ** August :		ion Ratification) ard Approval)				

	ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN HIRED BEFORE JULY, 2007 2024-2025 TEACHERS' SALARY SCHEDULE				
	B.A.	M.A.	2ND M.A.	Doctorate	Page 3
	Degree	Degree		Degree	
Step 1	44,878	48,712	48,951	49,546	
2	46,074	51,111	51,348	51,944	
3	48,234	53,745	53,983	54,576	
4	50,628	56,283	56,520	57,115	
5	53,247	60,690	60,928	61,523	
6	56,143	64,044	64,282	64,876	
7	59,024	67,649	67,886	68,479	
8	62,366	71,478	72,048	72,311	
9	65,967	75,554	75,791	76,387	
10	69,800	79,864	80,497	80,696	
NA 44 45	CO 044		ongevity-Ecorse Public Scho		
M-11-15	69,911	85,967	86,205	86,799	
M-16	70,188	86,244	86,482	87,077	
M-17	70,221	86,278	86,515	87,110	
M-18	70,255	86,311	86,548	87,143	
M-19	70,287	86,344	86,582	87,176	
M-20	70,321	86,378	86,615	87,210	
M-21	70,355	86,410	86,649	87,243	
M-22	70,387	86,444	86,681	87,276	
M-23	70,421	86,478	86,715	87,310	
M-24	70,454	86,510	86,749	87,342	
M-25	70,487	86,544	86,781	87,376	
M-26	70,521	86,577	86,815	87,410	
M-27	70,554	86,610	86,848	87,442	
M-28	70,587	86,644	86,881	87,476	
M-29	70,620	86,677	86,915	87,509	
M-30	70,654	86,711	86,948	87,543	
M-31	70,687	86,743	86,981	87,576	
M-32	70,720	86,777	87,014	87,609	
M-33	70,754	86,811	87,048	87,643	
M-34	70,786	86,843	87,081	87,675	
M-35	70,820	86,877	87,114	87,709	
M-36	70,854	86,910	87,148	87,743	
M-37	70,887	86,943	87,180	87,775	
M-38	70,920	86,977	87,214	87,809	
M-39	70,953	87,010	87,248	87,842	
M-40	70,987	87,043	87,280	87,875	

		FCC	RSE PUBLIC SCHOOLS			
					APPENDIX	
	ECORSE, MICHIGAN HIRED BEFORE JULY, 2007 2025-2026 TEACHERS' SALARY SCHEDULE					
	B.A.	M.A.	•	Ooctorate	Page 3	
	<u>Degree</u>	<u>Degree</u>	2100 101.71.	<u>Degree</u>		
Step 1	Degree	<u> Бедгее</u>		Degree		
	45,776	49,686	49,930	50,537		
2						
2	46,995	52,133	52,375	52,983		
3	49,199	54,820	55,063	55,668		
4	+3,133	34,020	33,003	33,000		
	51,641	57,409	57,650	58,257		
5						
	54,312	61,904	62,147	62,753		
6	F7 266	CE 22E	65 569	CC 174		
7	57,266	65,325	65,568	66,174		
	60,204	69,002	69,244	69,849		
8	,	•		· · · · · · · · · · · · · · · · · · ·		
	63,613	72,908	73,489	73,757		
9	67.206	77.065	77.207	77.045		
10	67,286	77,065	77,307	77,915		
	71,196	81,461	82,107	82,310		
	,	- , -		- /		
	•				<u> </u>	
		L	ngevity-Ecorse Public Schools:			
M-11-15						
	71,309	87,686	87,929	88,535		
M-16	74 500	07.000	20.242	00.040		
M-17	71,592	87,969	88,212	88,819		
101-17	71,625	88,004	88,245	88,852		
M-18	,		, ,	,		
	71,660	88,037	88,279	88,886		
M-19	- 4 600					
M-20	71,693	88,071	88,314	88,920		
101-20	71,727	88,106	88,347	88,954		
M-21	. 4,7 47		33,317	23,331		
	71,762	88,138	88,382	88,988		
M-22						
N4 32	71,795	88,173	88,415	89,022		
M-23	71,829	88,208	88,449	89,056		
M-24	11,023	00,200	00,443	05,030		
	71,863	88,240	88,484	89,089		

M-25	71,897	88,275	88,517	89,124	
M-26					
M-27	71,931	88,309	88,551	89,158	
	71,965	88,342	88,585	89,191	
M-28	71,999	88,377	88,619	89,226	
M-29	72,032	88,411	88,653	89,259	
M-30	72,067	88,445	88,687	89,294	
M-31	72,101	88,478	88,721	89,328	
M-32	72,134	88,513	88,754	89,361	
M-33	72,169	88,547	88,789	89,396	
M-34	72,202	88,580	88,823	89,429	
M-35	72,236	88,615	88,856	89,463	
M-36	72,271	88,648	88,891	89,498	
M-37	72,305	88,682	88,924	89,531	
M-38	72,338	88,717	88,958	89,565	
M-39	72,372	88,750	88,993	89,599	
M-40	72,407	88,784	89,026	89,633	

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			CORSE, MICHIG			APPENDIX	
			D BEFORE JULY			"A"	
	2026-2027 TEACHERS' SALARY SCHEDULE Page 3						
	B.A.	M.A.	2ND M		Doctorate		
	<u>Degree</u>	<u>Degree</u>			<u>Degree</u>		
Step 1	46,692	49,686		50,680	51,548		
2	47,935	52,133		53,176	54,043		
3	50,183	54,820		55,916	56,781		
4	52,674	57,409		58,557	59,422		
5	55,398	61,904		63,142	64,008		
6	58,411	65,325		66,632	67,497		
7	61,408	69,002		70,382	71,246		
8	64,885	72,908		74,366	75,232		
9	68,632	77,065		78,606	79,473		
10	72,620	81,461		83,090	83,956		
		L	ongevity-Ecors	e Public Sch	ools:		
M-11-15	71,309	87,686		89,688	90,306		
M-16	71,592	87,969		89,976	90,595		
M-17	71,625	88,004		90,010	90,629		
M-18	71,660	88,037		90,045	90,664		
M-19	71,693	88,071		90,080	90,698		
M-20	71,727	88,106		90,114	90,733		
M-21	71,762	88,138		90,150	90,768		
M-22	71,795	88,173		90,183	90,802		
M-23	71,829	88,208		90,218	90,837		
M-24	71,863	88,240		90,254	90,871		

71,897	88,275	90,287	90,906
	88,309	90,322	90,941
			90,975
			91,011
			91,044
			91,080
			91,115
			91,148
			91,184
			91,218
			91,252
			91,288
			91,322
72,338	88,717	90,737	91,356
	88,750		91,391
72,407	88,784	90,807	91,426
	72,372	71,931 88,309 71,965 88,342 71,999 88,377 72,032 88,411 72,067 88,445 72,101 88,478 72,134 88,513 72,169 88,547 72,202 88,580 72,236 88,615 72,271 88,648 72,338 88,717 72,372 88,750	71,931 88,309 90,322 71,965 88,342 90,357 71,999 88,377 90,391 72,032 88,411 90,426 72,067 88,445 90,461 72,101 88,478 90,495 72,134 88,513 90,529 72,169 88,547 90,565 72,202 88,580 90,599 72,236 88,615 90,633 72,271 88,648 90,669 72,338 88,717 90,737 72,372 88,750 90,773

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN HIRED AFTER JULY, 2007 2024-2025 TEACHERS' SALARY SCHEDULE

	202-	- 2025 TEACHE	—————	
Step	B.A.	M.A.	2 nd M.A.	Doctorate
	<u>Degree</u>	<u>Degree</u>	<u>Degree</u>	<u>Degree</u>
1	\$39,560	\$43,283	\$43,513	\$44,091
2	\$40,721	\$45,610	\$45,841	\$46,417
3	\$42,819	\$48,167	\$48,397	\$48,975
4	\$45,142	\$50,631	\$50,862	\$51,439
5	\$47,685	\$54,908	\$55,139	\$55,715
6	\$50,496	\$58,165	\$58,395	\$58,972
7	\$53,291	\$61,660	\$61,891	\$62,468
8	\$56,537	\$65,381	\$65,612	\$66,189
9	\$60,030	\$69,337	\$69,568	\$70,146
10	\$63,750	\$73,519	\$73,751	\$74,328
11	\$63,862	\$74,683	\$74,936	\$75,513
12	\$63,862	\$75,846	\$76,122	\$76,699
13	\$63,862	\$77,009	\$77,307	\$77,884
14	\$63,862	\$78,173	\$78,492	\$79,070
15	\$63,862	\$79,447	\$79,677	\$80,254
16	\$64,138	\$79,723	\$79,955	\$80,531
17	\$64,172	\$79,757	\$79,988	\$80,565
18	\$64,205	\$79,790	\$80,021	\$80,599
19	\$64,240	\$79,824	\$80,055	\$80,632
20	\$64,272	\$79,857	\$80,087	\$80,664
21	\$64,305	\$79,891	\$80,121	\$80,698
22	\$64,338	\$79,923	\$80,154	\$80,731
23	\$64,372	\$79,957	\$80,188	\$80,765
24	\$64,405	\$79,990	\$80,221	\$80,797
25	\$64,439	\$80,024	\$80,254	\$80,832
26	\$64,471	\$80,057	\$80,287	\$80,864
27	\$64,505	\$80,090	\$80,321	\$80,897
28	\$64,538	\$80,123	\$80,354	\$80,931
29	\$64,572	\$80,157	\$80,388	\$80,964
30	\$64,605	\$80,190	\$80,420	\$80,998
31	\$64,671	\$80,223	\$80,454	\$81,031
32	\$64,705	\$80,256	\$80,487	\$81,064
33	\$64,736	\$80,289	\$80,521	\$81,097
34	\$64,767	\$80,323	\$80,554	\$81,132
35	\$64,797	\$80,356	\$80,588	\$81,164
36	\$64,828	\$80,390	\$80,620	\$81,197
37	\$64,859	\$80,423	\$80,653	\$81,231
1	, ,			. , -

APPENDIX "A"

*Longevity Pay 6th-9th year +\$175 10th-16th year +\$250 17th & up year +\$100 added to base pay yearly

Additional Longevity Pay 15th - 20th years stipend of \$500

21+ years stipend of \$600

*see Longevity 12.2 in CBA

38	\$64,890	\$80,456	\$80,687	\$81,297
39	\$64,922	\$80,489	\$80,720	\$81,331
40	\$64.953	\$80,523	\$80,754	\$81.331

		ECORSE PUB	LIC SCHOOLS	
		ECORSE, N	ЛІСНІGAN	
		HIRED AFTER	R JULY, 2007	
	2025-2	2026 TEACHERS	S' SALARY SCH	HEDULE
Step	B.A.	M.A.	2 nd M.A.	Doctorate
	<u>Degree</u>	<u>Degree</u>	<u>Degree</u>	<u>Degree</u>
1	\$40,351	\$44,148	\$44,384	\$44,973
2	\$41,536	\$46,523	\$46,758	\$47,345
3	\$43,676	\$49,130	\$49,365	\$49,954
4	\$46,045	\$51,644	\$51,879	\$52 <i>,</i> 467
5	\$48,639	\$56,006	\$56,242	\$56,829
6	\$51,506	\$59,328	\$59,563	\$60,152
7	\$54,357	\$62,893	\$63,128	\$63,717
8	\$57,668	\$66,688	\$66,925	\$67,513
9	\$61,231	\$70,724	\$70,959	\$71,549
10	\$65,025	\$74,990	\$75,226	\$75,814
11	\$65,139	\$76,176	\$76,434	\$77,023
12	\$65,139	\$77,363	\$77,644	\$78,233
13	\$65,139	\$78,549	\$78,853	\$79,441
14	\$65,139	\$79,736	\$80,062	\$80,651
15	\$65,139	\$81,036	\$81,271	\$81,860
16	\$65,421	\$81,318	\$81,554	\$82,142
17	\$65,456	\$81,352	\$81,588	\$82,176
18	\$65,489	\$81,386	\$81,621	\$82,211
19	\$65,525	\$81,420	\$81,656	\$82,244
20	\$65,557	\$81,454	\$81,689	\$82,278
21	\$65,592	\$81,488	\$81,724	\$82,312
22	\$65,625	\$81,522	\$81,757	\$82,346
23	\$65,659	\$81,556	\$81,792	\$82,380
24	\$65,693	\$81,590	\$81,825	\$82,413
25	\$65,727	\$81,624	\$81,860	\$82,448
26	\$65,761	\$81,658	\$81,893	\$82,482
27	\$65,795	\$81,692	\$81,927	\$82,515
28	\$65,829	\$81,726	\$81,961	\$82,550
29	\$65,863	\$81,760	\$81,995	\$82,583
30	\$65,897	\$81,794	\$82,029	\$82,618
31	\$65,965	\$81,827	\$82,063	\$82,652
32	\$65,999	\$81,862	\$82,097	\$82,685
33	\$66,031	\$81,895	\$82,131	\$82,719
34	\$66,062	\$81,930	\$82,165	\$82,754
35	\$66,093	\$81,963	\$82,199	\$82,787
36	\$66,125	\$81,998	\$82,233	\$82,821
37	\$66,156	\$82,031	\$82,266	\$82,856
38	\$66,187	\$82,065	\$82,301	\$82,923

39	\$66,221	\$82,099	\$82,334	\$82,957
40	\$66,252	\$82,133	\$82,369	\$82,957

		ECORSE,	BLIC SCHOOLS MICHIGAN ER JULY, 2007	
	2026-	2027 TEACHER	RS' SALARY SC	CHEDULE
Step	B.A.	M.A.	2 nd M.A.	Doctorate
	<u>Degree</u>	<u>Degree</u>	<u>Degree</u>	<u>Degree</u>
1	\$41,158	\$45,031	\$45,271	\$45,873
2	\$42,366	\$47,453	\$47,693	\$48,292
3	\$44,549	\$50,113	\$50,353	\$50,953
4	\$46,966	\$52,676	\$52 <i>,</i> 916	\$53,517
5	\$49,612	\$57,127	\$57 <i>,</i> 366	\$57,966
6	\$52 <i>,</i> 536	\$60,515	\$60,754	\$61,355
7	\$55 <i>,</i> 444	\$64,151	\$64,391	\$64,991
8	\$58,821	\$68,022	\$68,263	\$68,863
9	\$62 <i>,</i> 455	\$72,138	\$72 <i>,</i> 378	\$72,980
10	\$66,325	\$76,489	\$76,730	\$77,331
11	\$66,442	\$77,700	\$77,963	\$78,563
12	\$66,442	\$78,910	\$79,197	\$79,797
13	\$66,442	\$80,120	\$80,430	\$81,030
14	\$66,442	\$81,331	\$81,664	\$82,264
15	\$66,442	\$82,656	\$82,896	\$83,497
16	\$66,730	\$82,944	\$83,185	\$83,785
17	\$66,765	\$82,979	\$83,219	\$83,820
18	\$66,799	\$83,014	\$83,254	\$83,855
19	\$66,835	\$83,049	\$83,289	\$83,889
20	\$66,868	\$83,083	\$83,323	\$83,923
21	\$66,903	\$83,118	\$83,358	\$83,958
22	\$66,937	\$83,152	\$83,392	\$83,993
23	\$66,973	\$83,187	\$83,427	\$84,028
24	\$67,007	\$83,222	\$83,462	\$84,061
25	\$67,042	\$83,257	\$83,497	\$84,097
26	\$67,076	\$83,291	\$83,531	\$84,131
27	\$67,111	\$83,326	\$83,566	\$84,165
28	\$67,145	\$83,360	\$83,600	\$84,201
29	\$67,181	\$83,395	\$83,635	\$84,235
30	\$67,215	\$83,430	\$83,669	\$84,270
31	\$67,284	\$83,464	\$83,705	\$84,305
32	\$67,319	\$83,499	\$83,739	\$84,339
33	\$67,351	\$83,533	\$83,774	\$84,373
34	\$67,383	\$83,568	\$83,808	\$84,410
35	\$67,415	\$83,602	\$83,843	\$84,443

36	\$67,447	\$83,637	\$83,877	\$84,478
37	\$67,479	\$83,672	\$83,912	\$84,513
38	\$67,511	\$83,707	\$83,947	\$84,581
39	\$67 <i>,</i> 545	\$83,741	\$83,981	\$84,616
40	\$67,577	\$83,776	\$84,016	\$84,616

APPENDIX "A"

Teachers Salary Schedule (Continued)

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

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

Teachers' Salary Schedule

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

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

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

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

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

Salary Schedule: Doctorate Degree: See Appendix "A"

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

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN

EXTRA-CURRICULAR PAY SCHEDULE 2024-25, 2025-26, 2026-27 SCHOOL YEARS

<u>ACTIVITY</u>	RATE OF PAY	<u>ACTIVITY</u>	RATE OF PAY
GROUP "A" (1) National Honor Society (4) Elementary Student Council (1) 7 th Grade Chorus (2) 8 th Grade Chorus (2) Freshman Class Sponsor (2) Sophomore Class Sponsor (1) Robotics Coach (1) Robotics Assistant Coach (1) PBIS Coordinator	2.6% 2.6% 2.6% 2.6% 2.6% 4.0% 2.6% 1.5%	FOOTBALL (1) Head Coach Varsity (1) Assistant Varsity (1) Reserve Head (1) Reserve Assistant (1) Freshman (9 th Grade)	9.5% 5% 3.53% 3.1% *2.9%
GROUP "B" (2) Junior Class Sponsor (1) Public Address Broadcast Club	4.64% 4.64%	CROSS COUNTRY (1) Head Coach Varsity	9.5%
GROUP "C" (1) Sr. High Vocal Music (1) Jr. High Vocal Music (1) Band Director (1) Student Council (2) Stage Technicians (2) Senior Sponsor	5% 5% 5% 5% 5% 5%	BASKETBALL (1) Head Coach Varsity (1) Reserve Head (1) Freshman (9 th Grade) (1) Girls Basketball (1) Girls Reserve SWIMMING	9.5% 3.53% 2.9% 9.5% 3.53%
GROUP "D" (1) Annual & Photography	4.07%	(1) Head Coach VarsityHOCKEY(1) Head Coach Varsity	9.5% 9.5%
ELEMENTARY SPORTS (13) All Sports	2.5%	TRACK (1) Head Coach Varsity (1) Assistant Varsity (1) Girls Track	9.5% 5% 9.5%
JUNIOR HIGH SPORTS (7 & 8) (2) Football (1) Basketball (1) Swimming (2) Track (1) Baseball	4.06% 4.06% 4.06% 4.06% 4.06%	TENNIS (1) Head Varsity (1) Reserve Head	9.5% 3.53%
CHEERLEADING (1) Head Coach, Fall & Winter	9.5%	BASEBALL (1) Head Coach Varsity (1) Reserve Head (1) Girls Baseball	9.5% 3.1% 9.5%
	75	VOLLEYBALL (1) Varsity Girls	9.5%

Extra Curricular Pay Schedule:
Each rate of pay on the extracurricular pay schedule shall be compensated at the stated percentage in Appendix B. The percentis based on the B.A. minimum as listed on the salary schedule.

APPENDIX "C"

PAGE 1

ECORSE PUBLIC SCHOOLSECORSE, MICHIGAN

EXTRA TEACHING ASSIGNMENTS – RATE OF PAY 2024-2025/2025-2026/2026-2027 SCHOOL YEARS

	Non-Degree	<u>Degree</u>
Summer School		\$40.00 per hour
Adult Education	\$14.00 per hour	\$20.00 per hour
Driver Education		\$20.00 per hour
Emergency Substitute Teaching (Regular Staff doing emergencysubstitute work in		
High School)		\$40.00 per hour
Funded Programs		\$20.00 per hour

2024-2025 School Calendar

Ecorse Public Schools

August 27, 2024 August 28, 2024 August 29, 2024 September 3, 2024 September 18, 2024 October 16, 2024 November 5, 2024 November 14, 2024 November 20, 2024 November 27, 2024 November 28-29, 2024	Professional Development Day - No School Professional Development Day - No School Teacher Workday First Day of School for District Early Release (1: 15 dismissal for students) PD 1:15-4:00 Early Release (1: 15 dismissal for students) PD 1:15-4:00 Professional Development Day No School (Election Day) Half Day - Parent-Teacher Conferences 12:30 to 5: 30 Early Release (1: 15 dismissal for students) PD 1:15-4:00 Half Day - Start of Thanksgiving Break No School - Thanksgiving Break
December 18, 2024	Early Release (1: 15 dismissal for students) PD 1:15-4:00
Dec 23,2024-Jan.5, 2025	
January 6, 2025	School Resumes after Winter Break
January 15, 2025	Early Release (1: 15 dismissal for students) PD 1:15-4:00
January 20, 2025	Martin Luther King Jr. Day - No School
January 31, 2025	Half Day for students / Record Day for Teachers in PM
February 13, 2025	Half Day - Parent - Teacher Conferences 12:30 to 5:30
Feb. 17-21, 2025	Mid- Winter Break - No School
February 26, 2025	Early Release (1: 15 dismissal for students) PD 1:15-4:00
March 7, 2025	Professional Development Day - No School
March 19, 2025	Early Release (1: 15 dismissal for students) PD 1:15-4:00
March 24-28, 2025	Spring Break - No School
April 16, 2025	Early Release (1: 15 dismissal for students) PD 1:15-4:00
April 18, 2025	Good Friday - No School
April 21, 2025	Holiday - No School
May 1, 2025	Half - Day - Parent- Teacher Conferences 12:30-5:30
May 9, 2025	Professional Development Day - Teacher Appreciation Day
May 21, 2025	Early Release (1: 15 dismissal for students) PD 1:15-4:00
May 23, 2025 May 26, 2025	Half Day - Start of Memorial Day Holiday
June 17, 2025	Memorial Day - No School Half Day for students / Record Day for Teachers in RM
Julie 17, 2020	Half Day for students / Record Day for Teachers in PM

PAGE 1

CONDITIONS FOR EMPLOYMENT OF TEACHERS

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

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

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

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

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

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

IT IS FURTHER AGREED that all records and files made pursuant to law as a result of the strike of 6/3/66 shall be kept

and maintained by the Board of Education. No record or notation regarding the strike shall be noted on any teacher's files.

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

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

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

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

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: Business Office Ecorse Public SchoolsEcorse, MI 48229	
I hereby request and authorize you to deduct from my pay in 18 equal installments, an amount equal to 2.0% of the negotiated B.A. minimum.	
Such deduction shall be forwarded in full to the Treasurer of the Union and shall represent:	
(*) My dues for membership in the Ecorse Federation of Teachers, Local 1425, AFT, AFL-CIO	
(*) My non-member service/agency fee to the Ecorse Federation of Teachers Local 1425, AFT, AFL-CIO in accordance with Article VI, paragraph C, of the Agreement between Ecorse Board of Education and the Ecorse Federation of Teachers.	
This authorization is to continue in effect until such time as I leave the employ of the Ecorse PublicSchools, Ecorse, Michigan, or until I instruct you in writing to cease deducting such amount. In no event may I instruct the payroll office in writing to cease payroll deductions for this amount before the end of the school year, unless I terminate my employment.	
(Signature)	-
(Date)	-

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

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

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

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

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

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

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN 48229

TEACHER'S PROBATIONARY CONTRACT

TO:	DATE:
You are hereby notified of your appointment as a school year	probationary teacher in the Ecorse Public Schools for the
under the terms set forth he	reafter.
This contract, to be valid, must be signed and delivered date hereof, otherwise the position will be considered value.	d to the Superintendent's Office within ten (10) days from the vacant.
	Superintendent of Schools
TEACH	ERS' CONTRACT
of Ecorseat the	ed and employed to teach in the Ecorse Public Schools of the City ee Level, Step, for the school in shall begin of months, contained in the collective bargaining agreement. In accepting cales and regulations adopted by the Board of Education for the ee, the terms and conditions of a certain collective bargaining, executed by and between the eachers, to perform the duties of employment in accordance with the State of Michigan. It is understood that the first two (2), or tion in the Ecorse Public Schools shall be known as probationary ded in the Michigan Tenure Act, Act No. 4 of the Public Acts of obationary period and any extension thereof, this contract may Education) of the school district by giving you written notice of of the school year or by mutual consent. You may be assigned or Schools in accordance with the aforesaid collective bargaining
	Superintendent of Schools
	ACCEPTANCE
TO: The Board of Education of the School District of the	he City of Ecorse:
	ng position in the public schools as tendered through this collective bargaining agreement, and agree to all of the
Home Address While Teaching	Teacher
Home Telephone While Teaching	Date
Permanent Address	Permanent Telephone

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

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

MEMORANDUM OF UNDERSTANDING

COOPERATIVE RESTRUCTURING OF SCHOOLS

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

ECORSE PUBLIC SCHOOLS ECORSE, MICHIGAN

MEMORANDUM OF UNDERSTANDING DATED FEBRUARY 4, 1998, PERTAINING TO SECTION 10.7, II., B. 1. c., BEREAVEMENT LEAVE

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

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

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

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

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

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

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

BOARD OF EDUCATION POLICY: 5142

TORNADO WATCH/WARNING POLICY

Students of Ecorse Public Schools will not be dismissed from school early in the event that a "tornado watch" is

issued. Students will be released at the normal end of the day dismissal time.

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

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

vised:	April 4, 2011	