

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

2009-2010

2010-2011

ECORSE PUBLIC SCHOOLS, WAYNE COUNTY
ECORSE, MICHIGAN 48229

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

2009-2010

2010-2011

This agreement is entered into this 1st day of July 2009, by and between the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter called "The Board", and the Ecorse Federation of Teachers, Local 1425, American Federation of Teachers, AFL-CIO, hereinafter called "The Union."

INDEX TO AGREEMENT

		Page
Article I	PREAMBLE	1
Article II	RECOGNITION	2
Article III	CONDITIONS FOR RE-EMPLOYMENT OF TEACHERS	2
Article IV	RIGHTS OF THE BOARD	2
	Use of School Equipment and/or Supplies Prohibited	3
Article V	FAIR EMPLOYMENT PRACTICES	4
Article VI	UNION SECURITY	4
Article VII	RIGHTS OF THE UNION	6
7.1	Access to Board Information	6
7.2	Use of School Facilities	6
7.3	Use of Bulletin Boards and/or Mail Boxes	6
7.4	Dues Deduction	7
7.5	Michigan First Credit Union	7
7.6	Union Consultation	7
7.7	Teacher Representation	8
7.8	Staff Representation	8
7.9	Appearance at Board of Education Meetings	8
7.10	Meetings at Central Office	8
7.11	American Federation of Teachers Insurance Program	9
7.12	Union Conferences	9
7.13	Arbitration Proceedings	9
7.14	Released Time for Union President	9
7.15	In-service Attendance	9
Article VIII	GRIEVANCE PROCEDURES	10
Article IX	SPECIAL SERVICES	13
Article X	RIGHTS OF THE TEACHERS	13
10.1	Board Support of Teachers in Performance of Duties	13
10.2	Promotions, Reassignments and Transfers	14
10.2.1	Promotions	14
10.2.2	Reassignments and Transfer	15
10.2.3	Lay-off and Recall Procedures	17
10.3	Personal Property of Teachers	18
10.4	Review of Personnel File	18

	Page	
10.5	Relief from Substitute Responsibility	19
10.5.1	Relief Teachers	19
10.6	Professional Conference Attendance at Teacher's Request	20
10.7	Leaves	21
10.7.1	Annual Leave Days Allowance	21
10.7.2	Leaves of Absence	24
10.7.2.1	Illness Leave	25
10.7.2.2	Maternity Leave	26
10.7.2.3	Military Leave	27
10.7.2.4	Exchange Teacher Leave	27
10.7.2.5	Peace Corps and Job Corps Leave	27
10.7.2.6	Fellowship, Internship, Scholarship Leave	27
10.7.2.7	Extended Leave	28
Article XI	TEACHING CONDITIONS	28
11.1	Physical Environment	28
11.2	Services of Special Teachers	28
11.3	Subject Areas	28
11.4	Notice of Schedule	29
11.5	Personal Safety of Teachers	29
11.6	School Calendar	29
11.7	The School Day	30
11.8	Teachers Assigned to Extra-Duty Assignments	32
11.9	Handbook for Professional Employees	33
11.10	Workshops and In-service Planning	33
11.11	Curriculum Planning	33
11.12	In-service Workshops	33
11.13	Faculty Meetings	34
11.14	Relief from Non-Teaching Duties	34
11.15	Class Size	34
11.15.1	Elementary	34
11.15.2	Secondary	35
11.15.3	Mainstreaming	35
Article XII	SALARY SCHEDULE AND OTHER BENEFITS	35
12.1	Salary Schedule	35
12.2	Longevity Pay	35
12.3	Required Tuberculosis Examination	36
12.4	Teacher Pay Period	36
12.4.1	Annual Salary Payment	36
12.4.2	Direct Deposit	37
12.4.3	Bonus Only	37
12.4.4	Contract Distribution	38
12.5	Credit for Outside Experience	38
12.6	Medical and Hospital Insurance	39
12.6.1	Income Protection Insurance	40

	Page	
12.7	Life Insurance	40
12.8	Tax-Sheltered Annuity.....	40
12.9	Sabbatical Leave	41
12.10	Extra-Curricular Pay	41
12.11	Extra-Teaching Assignments	42
12.12	Extra-Duty Pay.....	42
12.13	Mileage Allowance	42
12.14	Severance Pay or Termination Pay.....	42
Article XIII	1984-85 School Year	43
Article XIV	MATTERS CONTRARY TO AGREEMENT	43
Article XV	AGREEMENTS CONTRARY TO LAW	43
Article XVI	MATTERS NOT COVERED IN THIS AGREEMENT	43
Article XVII	HANDBOOK FOR PROFESSIONAL EMPLOYEES	44
Article XVIII	PROCEDURAL SAFEGUARDS FOR THE EMPLOYMENT RIGHTS OF CERTIFIED PERSONNEL	44
Article XIX	DURATION.....	44
Appendix "A"	TEACHERS' SALARY SCHEDULES	46
Appendix "B"	EXTRACURRICULAR PAY SCHEDULE	52
Appendix "C"	EXTRA TEACHING ASSIGNMENTS – Rate of Pay	53
Appendix "D"	CALENDARS – 2009-2010/2010-2011 SCHOOL YEAR.....	54
Appendix "E"	CONDITIONS FOR RE-EMPLOYMENT OF TEACHERS	58
Appendix "F"	AUTHORIZATION FOR PAYROLL DEDUCTIONS	59
Appendix "G"	MEMORANDUM OF UNDERSTANDING DATED MARCH 15, 1982, PERTAINING TO SECTION 10.2.2 REASSIGNMENTS AND TRANSFER	60
Appendix "H"	TEACHER'S PROBATIONARY CONTRACT	62
Appendix "I"	MEMORANDUM OF UNDERSTANDING DATED AUGUST 8, 1997, PERTAINING TO THE DEVELOPMENT AND IMPLEMENTATION OF ATHLETIC AND EXTRACURRICULAR ACTIVITIES	63
Appendix "J"	MEMORANDUM OF UNDERSTANDING DATED AUGUST 8, 1997, PERTAINING TO COOPERATIVE RESTRUCTURING OF SCHOOLS	64
Appendix "K"	MEMORANDUM OF UNDERSTANDING DATED FEBRUARY, 1998,	

	BEREAVEMENT LEAVE	65
Appendix "L"	MEMORANDUM OF UNDERSTANDING DATED AUGUST 28, 1999, SPECIAL CLASSES (ELEMENTARY)	66
Policy 5142	SAFETY PROCEDURES IN CASE OF TORNADO	67

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 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 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 of the Public Acts of 1939, as amended, or of the Public Acts of 1947, as amended, for the purpose of collective bargaining with the Board with respect to rates of pay, wages, hours of employment and other conditions of employment, and was duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan on April 15, 1968; and

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

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

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

ARTICLE II

RECOGNITION

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

ARTICLE III

CONDITIONS FOR RE-EMPLOYMENT OF TEACHERS

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

ARTICLE IV

RIGHTS OF THE BOARD

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

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

- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- (6) It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board of Education and during the terms of this Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceedings under the grievance procedures.
- (7) It is understood and recognized that pursuant 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 equipment and/or supplies owned by the Ecorse Public Schools, of any kind or nature, for the purposes of teacher organization is expressly prohibited. Any violation of this section will result in a mandatory conference between the Superintendent of Schools and the Union President and, further, will result in the mandatory filing of a complaint with the Michigan Employment Relations Commission.

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

Equipment

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

Supplies

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

Article V

FAIR EMPLOYMENT PRACTICES

The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teacher on the basis of 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 having 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.
- 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 service fee, as set forth above, or has not paid the same directly to the Union, shall not be retained in the bargaining unit and his/her employment with the Employer will be terminated. No employee shall be terminated under this Article, however, unless:
 - 1. The Union first has notified him/her by letter addressed to his/her last known address concerning such delinquency and warning him/her that, unless such delinquency is corrected within seven (7) days, he/she will be reported to his/her Employer for termination from employment as provided herein.
 - 2. The Union has furnished the Employer with written proof that the foregoing procedure has been followed but the employee has not complied, and, on this basis, the Union has requested that he/she be discharged.
 - 3. The employee will be discharged at the close of the school year unless the Employer receives proof prior to that time that the employee has complied with this Article.
- G. In the event that a teacher is dismissed for failure to tender the required authorized amounts and is, subsequently, offered re-employment by the school system, such unpaid amounts for the school year in which the teacher was dismissed only shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.
- H. Nothing herein shall be construed as forcing or inducing any member of the bargaining unit to become a member of the Union.
- I. Any legal fee incurred related to litigation concerning any or all of the provisions of this Article shall be borne totally by the Union.

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

Article VII

RIGHTS OF THE UNION

7.1 Access to Board Information

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

7.2 Use of School Facilities

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

No more than one general meeting a month.

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

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

7.3 Use of Bulletin Boards and/or Mail Boxes

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

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

All materials posted, or placed in teachers' mail boxes, 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 delivering of Union communications.

7.4 Dues Deduction

The Business Office shall deduct from the pay of each teacher from whom it receives authorization to do so, the required amount of Union dues, in accordance with the provisions of such authorization form (Appendix F), and shall forward such amount, along with a list of the teachers from whom deductions have been made to the Treasurer of the Union.

Not later than two weeks prior to the first pay date in October, the Union shall submit to the Business Office, a list of the names of all teachers for whom Union dues deductions are to be made, together with the required executed authorization forms. The Union shall submit an updated list as additional executed authorization forms are submitted. This list shall be submitted at least two weeks prior to the payroll affected.

The Union agrees to reimburse to any teacher the amount of any dues deducted by the Business Office and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless of any claim for excess deductions.

7.5 Michigan First Credit Union

A teacher may authorize the Payroll Department to send a designated amount of his/her paycheck to the Michigan First Credit Union. The balance, if any, of the paycheck shall be paid to the teacher on the regular pay date.

7.6 Union Consultation

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

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

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

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

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

7.7 Teacher Representation

When the Board desires teacher representation on any committee, agency, commission, or other such body established by the Board, it shall consult with the Union and request of the Union, its recommendation. The Union in 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 Staff Representation

A Union Staff Representative of the Michigan Federation of Teachers or of 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 p.m. on the Wednesday immediately preceding the Board meeting. The request shall be made to the Superintendent of Schools and shall indicate the spokesman for the Union, together with as much information as is possible on the subject on which the Union wishes to appear, so that the Board may prepare itself. The Board shall not deny the Union's request to be on the agenda of the meeting.

7.10 Meetings at Central Office

Whenever members of the bargaining unit are mutually scheduled by the parties to participate, during working hours, in conferences, meetings or negotiations at the Central

Administrative Offices, they shall suffer no loss of days from personal or sick leave bank and no loss in pay, and substitutes shall be provided.

7.11 American Federation of Teachers Insurance Program

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

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

7.12 Union Conferences

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

7.13 Arbitration Proceedings

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

7.14 Released Time for Union President

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

7.15 In-service Attendance

Employees must be in attendance at the first general meeting of the school year and all workshops and meetings sponsored by the district during regular school hours. Failure to attend these meetings will result in docking the employee's sick bank for the period of time involved.

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 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, 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

10.1.1 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".

10.1.2 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.

10.1.3 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.

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

10.2 Promotions, Reassignments, and Transfers

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

10.2.1 Promotions

For the purpose of 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 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 vacancy, 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 in fact.

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 prior to 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 the purpose of 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 in order 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 number of days worked must conform to the master agreement. Teachers will participate in alternative programs on a voluntary basis.

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 in a timely manner, 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 prior to 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 in fact. (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 reassessments may be directed or denied when such direction or denial 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 in fact.

Seniority for purposes of this section is defined as:

IN THE ELEMENTARY SCHOOLS:

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

IN THE HIGH SCHOOL:

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

10.2.3 Lay-off and Recall Procedures

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

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

RECALL

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

If a laid off teacher has committed himself/herself to a full-time study program or a contractual term of employment and is recalled, he/she shall have the option of returning to work or accepting an unpaid leave of absence without loss of seniority for a period not to exceed the remainder of the school year.

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

10.3 Personal Property of Teachers

The Board will reimburse teachers, in the amount of the actual cash value not to exceed \$100, nor less than \$10, for damage or destruction while on duty in the school or on school-approved duties involving pupil supervision, of this personal property of a kind normally worn or used when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money; nor shall his/her obligation extend to loss, damage or destruction of a teacher's personal property while left unattended in any automobile parked on school premises; nor shall this obligation extend to any loss or damage to 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 own 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 own 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 prior to 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 absentee has no direct supervision of pupils.

In the High School, teachers shall be categorized according to area of competence and every reasonable effort shall be made to insure 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 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 of time (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 of time, 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 on the basis of 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 2009-2010/2010-2011 school year is defined as 200 school days.) An assigned substitute teacher shall be paid retroactive 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 and one-half (1 ½) days 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, by virtue of 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 insurance benefits. 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 Superintendent and the approval of the Board of Education.
2. Transportation: Reimbursement for the use of an automobile shall be paid at thirty cents (\$.30) per mile on cars authorized to make the trip. If more than one teacher is making the trip, rides shall be pooled. For distances in excess of 150 miles from the City of Ecorse, the most reasonable available transportation shall be used. If personal car is used, 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 in order to be reimbursed in accordance with this section.

Lodging and Meals: Minimum available lodging at 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 a 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 except emergency substitutes not assigned to regular teaching positions shall be allowed for certain absences 1.5 days per contract month per year. The days will be credited as follows.
- B. All current employees and new employees will be credited with five (5) days at the beginning of the contract year. Employees shall be credited with one day per month at the beginning of each contract month for the remainder of the contract.

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

- C. A certified contract employee hired before July 1, 1993, may accumulate an unlimited number of days in his/her accumulative 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.

- D. Those individuals employed for the school year who uses five (5) or fewer leave days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.
- II. Absences Charged to Annual Sick Leave Bank (All absences shall be reported to the administration as early as possible.)
- A. Personal Illness.
 - 1. All absences due to illness of employee may be charged to sick bank until exhausted.
 - 2. An employee not able to return to work following five (5) consecutive days of absences of personal illness must have a release from his/her doctor.
- After ten (10) consecutive work days 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 in order to secure his/her next pay check.
- 3. All absences are to be reported to the employee's building administrator no later than 6:45 a.m. on the day of the absence.
- B. Other specified types.
- 1. Death in immediate family.
 - a. Immediate family includes: Husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living or making his/her home in the household of the employee or for whose funeral arrangements the employee is responsible.
 - b. For each death – not to exceed five working days.
 - c. Bereavement Leave: All employees shall be provided up to three (3) days leave for funeral not to be charged against the employee's sick leave bank. This funeral leave provision shall apply for members of an employee's immediately family. Included are spouse, parents, children, siblings, mother-in-law and father-in-law. The employee shall

be required to present a copy of an obituary, a written letter from the funeral home, or death certificate.

*See Appendix "K".

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

No employee shall add the five (5) personal use days to the number of days established by the Board of Education in Section B, Article 1-8. Any employee desiring time off for personal use shall submit his/her written request forty-eight hours in advance. No reason need be given. In the case of 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 work day 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 on the basis of seniority. The number of teachers who may be granted personal leave on any one day shall be at the discretion of the Superintendent.

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

C. Injury While on School Assignment

In the case of work incapacitating injury or illness for which the employee is, or may be eligible for 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 deciding to extend such a leave on 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 work day, only those teachers scheduled for work and actually 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

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

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

- (1) Satisfactory evidence of physical and mental health must be filed with the Superintendent as directed before the teacher is returned to duty.
- (2) The Board does not guarantee the return of any teacher to a specific building, grade level, or special assignment at the conclusion of 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 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 termination of 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 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 a period of 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 each 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 prior to 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 at the conclusion of the ninety-day period, 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 at the conclusion of the ninety-day period.
- (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 for the purpose of requesting 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 own behalf, I name the bargaining agent's President as my authorized agent for the purpose of requesting an illness leave in my behalf."

Teacher's Signature

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

10.7.2.2 Maternity Leaves

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

10.7.2.3 Military Leave

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

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

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

10.7.2.4 Exchange Teacher Leave

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

10.7.2.5 Peace Corps and Job Corps Leave

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

10.7.2.6 Fellowship, Internship, Scholarship Leave

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

10.7.2.7 Extended Leave

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

Article XI

TEACHING CONDITIONS

11.1 Physical Environment

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

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

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

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

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

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

11.2 Services of Special Teachers

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

11.3 Subject Areas

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

B. Split Classes:

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

* Note this change.

11.4 Notice of Schedule

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

11.5 Personal Safety of Teachers

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

- A. Tornado Watch: Students will be dismissed. Teachers will remain until the building has been cleared and then they will be dismissed. If school is resumed later in the day and children are returned, teachers will be responsible to report for duty.
- B. 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.

- C. 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.

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 year 2009-2010/2010-2011 is attached hereto and made a part hereof 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. 380 minutes assigned to pupil instruction for the elementary and secondary.
- B. Seventy-six (76) consecutive minutes of instructional preparation at the secondary school level. In addition, in the secondary school, 20-minutes prior to or 20-minutes after the scheduled student day shall be used for preparation. Teachers will designate either AM or PM for this 20-minute preparation period during the 1st week of school to the building administrator and this designation will remain until the end of the school year.
- C. Teachers teaching in the elementary schools will be given a twenty (20) minute preparation period. Teachers will designate either AM or PM for this 20-minute preparation period to the building administrator during the 1st week of school and this designated period will remain until the end of the school year.

Beginning the 2009-2011 school year, elementary classroom teachers only will receive three (3) 40-minute prep periods per week.

This preparation period section is experimental for two (2) years.

Coverage of classroom during the preparation period will be determined solely by the administration;

This preparation period will end at the termination of the contract duration.

- D. 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.
- E. Counselors, nurses, psychologists, and visiting teachers shall have a normal duty day of four hundred fifty (450) minutes, including the lunch period.
- F. 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 proviso that the assignments meet the policies and standards for the Accreditation of Secondary Schools – North Central Association of Colleges and Schools.
- G. To the extent that Title 1 guidelines permit, whole classroom reading instruction such as sustained silent reading (ssr) will be scheduled and the activity will be conducted by Title 1 personnel. These reading periods, to the extent that Title 1 guidelines permit, will be phased in beginning October, 1997.
- 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 12:30 p.m.
Fifty (50) minute lunch period will apply on in-service, record days, and Parent/Teacher Conference days.
- I. In each elementary building one teacher per one hundred twenty-five (125) students may volunteer to do bus duty at the extra duty rate of pay Appendix "C".
- J. 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.
- K. 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.
- L. 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) days by the Board, one (1) days 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.

M. The Board and the Union agree that 20 hours per school year will be used for teacher in-service, including school improvement activities. These activities will be accomplished after the regular school day. Each building will designate one day per month during the school year as "school in-service day" (one day per month for ten months September through June). The in-service day will be extended by 120 minutes to accommodate school improvement activities.

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

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

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

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

11.8 Teachers Assigned to Extra-Duty Assignments

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

the high school graduation. Parent-teacher conferences will be counted as one (1) of these assignments.

11.9 Handbook for Professional Employees

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

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

The following sections of Article:

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

The following sections from the Handbook for Professional Employees:

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

Annual Sick Leave Days

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

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

11.10 Workshops and In-service Planning

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

11.11 Curriculum Planning

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

11.12 In-service Workshops

Workshop days will be incorporated into the calendar so as to maintain the state mandated 1,098 instructional hours for the 2009-2010/2010-2011 school year.

11.13 Faculty Meetings

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

11.14 Relief from Non-Teaching Duties

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

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

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

11.15 Class Size

11.15.1 Elementary

On or before the first week in June, the Superintendent shall prepare for the Board of Education a classroom breakdown indicating projected enrollments for each elementary school. A copy of this enrollment breakdown shall be forwarded to the Union President. Each educational leader of the elementary schools shall be directed by the Superintendent to equalize the class loads as evenly as possible, taking into consideration the individual needs of the school and the fact that small classloads 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

If the overage continues after the first 4th Wednesday count, the teacher who has the overage will be compensated (\$10.00) per student per day.

11.15.2 Secondary

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

Physical Education*	Glee Club*	Music*
Band*	Choir*	Study Hall*

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

*If applicable during the course of the school year.

11.15.3 Mainstreaming

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

Article XII

SALARY SCHEDULE AND OTHER BENEFITS

12.1 Salary Schedule

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

12.2 Longevity Pay

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

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

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

The schedule of Longevity Pay is as follows:

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

- 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 of one (1) year.
- C. To be eligible for longevity pay, professional personnel must presently be a contract, tenure teacher at the maximum step of the salary schedule.

Although the Business Office will make every effort to place those people who are eligible on a longevity payroll list, it shall be the responsibility of the individual employee to notify the Business Office when he/she has completed his/her tenth year of service in the Ecorse Public Schools.

Each year served on Sabbatical, Fellowship, Scholarship, Internship, Extended Sick Leave, Exchange Teacher, Job Corps, Peace Corps, and/or Military Leave for Certificated personnel shall be considered as a year of service for longevity purposes. All other leaves will not count as accrued service.

12.3 Required Tuberculosis Examination

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

12.4 Teacher Pay Period

12.4.1 Annual Salary Payment

Annual salaries will be paid in twenty-one (21) equal installments or twenty-six (26) equal installments during the 2009-2010/2010-2011 school year, payable every two weeks in accordance with the pay date schedules established by the Business Office. A choice of a twenty-one (21) or a twenty-six (26) installment plan must be made upon employment or one week before the first scheduled pay date. Once an installment plan is chosen, it cannot be changed until the next school year.

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

12.4.2 Direct Deposit

Teachers must be authorized Payroll Department to send entire amount of his/her paycheck to financial institution of their choice;

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

Financial institution will only include commercial banks, savings and loan associations, and credit unions;

Authorization form must be submitted with a five (\$5) dollar initial start up fee;

For the 2009-2010 school year, a teacher must submit authorization form within two (2) weeks after the ratification of the contract, and the District will implement the program thirty (30) days after the two week period for submitting forms;

Following the initial start up of the program, authorization forms must be submitted thirty (30) days prior to the first pay date of the school year;

After the initial authorization form has been submitted, an administrative fee of fifty (\$50) dollars must be paid by any teacher requesting a change from the authorization of file with the District.

12.4.3 Bonus Only

For the 2009-2010 school year, all current teachers as of September 2009 shall receive a 1.5% bonus.

**Pay Period for the
2009-2010 School Year**

September 18, 2009
October 2, 2009
October 16, 2009
October 30, 2009
November 13, 2009
November 27, 2009
December 11, 2009
December 25, 2009
January 8, 2010
January 22, 2010
February 5, 2010
February 19, 2010
March 5, 2010
March 19, 2010
April 2, 2010
April 16, 2010
April 30, 2010
May 14, 2010
May 28, 2010
June 11, 2010
June 25, 2010
July 9, 2010
July 23, 2010
August 6, 2010
August 20, 2010
September 3, 2010

**Pay Period for the
2010-2011 School Year**

September 17, 2010
October 1, 2010
October 15, 2010
October 29, 2010
November 12, 2010
November 26, 2010
December 10, 2010
December 24, 2010
January 7, 2011
January 21, 2011
February 4, 2011
February 18, 2011
March 4, 2011
March 18, 2011
April 1, 2011
April 15, 2011
April 29, 2011
May 13, 2011
May 27, 2011
June 10, 2011
June 24, 2011
July 8, 2011
July 22, 2011
August 5, 2011
August 19, 2011
September 2, 2011

12.4.4 Contract Distribution

The Board will print the contract and provide the Union with 125 copies.

12.5 Credit for Outside Experience

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 five years of total service, three years of which may be military service.

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

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

1. Service to the Ecorse Public Schools, regardless of the certificate held, shall be conducted the same as regular service. One year's credit on the salary schedule is allowed for 180 days of substitute service in the Ecorse Public Schools. The maximum allowance for such substitute teaching is five (5) years.
- B. Any fully certificated teacher placed in a regular teaching position in which an actual vacancy exists shall receive a probationary contract and shall be placed on the appropriate step of the agreed upon salary schedule, provided that no prior commitment has been made and provided that said teacher is fully qualified to teach in the position in which he/she has been placed.
- C. Military service shall be computed for continuous active service in the armed forces of the United States of America. For purposes of computations, one-year of military service shall be computed as one school year.

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

12.6 Medical and Hospital Insurance

- A. The Ecorse Board of Education, in order to supplement the present Sick Leave Policy, will provide that health and hospitalization insurance premiums be paid in full for a level of benefit coverage commensurate to that provided in the Agreement for 1996-97. Specifically excluded from payment by the Board are coverages for sponsored dependents and family continuation plans. Nothing in this article shall deter a teacher from adding any rider providing for sponsored dependents or family continuation to his/her policy for payment by the teacher on payroll deduction.

All employees hired prior to July 1, 2007 shall contribute \$20.00 per month per calendar year towards their health coverage.

Effective July 1, 2007, all employees hired shall contribute \$25.00 per month per calendar year towards their health care coverage.

Employees of the Ecorse Public Schools will pay the following on prescription drugs:

\$ 5.00	Generic Drugs
\$10.00	Brand Name Drugs

In the case of no generic drug being available, the employee will be required to pay \$10.00 for brand name drugs.

- B. 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.
- C. 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.

If an employee is eligible to be covered by comparable health insurance provided by and paid for by his or her spouse's employer, he or she must elect to be so covered. He or she may return to Board paid coverage whenever no longer eligible for coverage offered by his or her spouse's employer. The employee may return to Board paid coverage without diminution in coverage.

Teachers leaving employment by the Board or on leave of absence other than Sabbatical 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.

Teachers desiring the above coverage must contact the Business Office during the registration period in September. The registration period is also the only time changes may be made in service. The exception to this statement is that a change in insurance should be made if there is a change in family status as a result of a marriage, birth, adoption, divorce, or death. This change must be made within thirty days after the change occurs. Newly employed teachers must enroll within thirty days of the date of their employment.

12.6.1 Income Protection Insurance

Payroll deduction for Income Protection Insurance will be included under 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:

School Year 2009-2011	\$45,000
-----------------------	----------

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 Sabbatical Leave

The compensation for a teacher on Sabbatical Leave shall be 50% of the teacher's annual salary, as set forth in the then current teacher's salary schedule, pro-rated for the length of the above leave. Medical and life insurance premiums shall not be paid for a teacher on sabbatical leave. Regulations governing Sabbatical Leave set forth in the Handbook for Professional Employees (Policy No. 4119).

12.10 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.

12.11 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.

12.12 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".

12.13 Mileage Allowance

A mileage allowance of thirty cents (\$.30) per mile shall be paid 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.

12.14 Severance Pay or Termination Pay

Certificated employees of the Ecorse Public Schools are awarded one and one-half days per contract month sick leave, accumulative without limit, for those persons hired prior to July 1, 1993. Any full-time certificated employee shall, upon severance due to retirement or death, receive pay for one-half 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: Teachers who resign their position without giving two (2) weeks' advance notice will forfeit 50% of their sick leave severance pay.

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

Article XIII

1984-85 SCHOOL YEAR

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

Article XIV

MATTERS CONTRARY TO AGREEMENT

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

Article XV

AGREEMENTS CONTRARY TO LAW

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

Article XVI

MATTERS NOT COVERED IN THIS AGREEMENT

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

Article XVII

HANDBOOK FOR PROFESSIONAL EMPLOYEES

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

Article XVIII

PROCEDURAL SAFEGUARDS FOR THE EMPLOYMENT RIGHTS OF CERTIFIED PERSONNEL

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

Article XIX

DURATION

This Agreement shall become effective as of July 1, 2009 and remain in full force and effect until June 30, 2011. 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 two (2) years.

The parties further agree that this contract shall span the 2009-2010 and 2010-2011 school years.

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

This Agreement will be executed when it has been:

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

Any notices required hereunder shall be sufficient if mailed:

To the Board: c/o Superintendent of Schools
Ecorse Public Schools System
4024 W. Jefferson
Ecorse, MI 48229

To the Union: c/o The President
Ecorse Federation of Teachers,

at his/her residence,
or personally served upon either party.

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

Board of Education
The Ecorse Public Schools System

Ecorse Federation of Teachers
AFT, AFL-CIO

For the Board:

For the Union:

* October 6, 2009 (Union Ratification)
** October 19, 2009 (Board Approval)

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN
HIRED BEFORE JULY, 2007
2009-2010 TEACHERS' SALARY SCHEDULE**

	B.A. <u>Degree</u>	B.A.+ <u>10 Hrs.</u>	B.A.+ <u>20 Hrs.</u>	B.A. + <u>30 Hrs.</u>	M.A. <u>Degree</u>	2 ND M.A <u>Ed.Sp.</u>	Doctorate <u>Degree</u>
Step	1	39,259	39,494	39,727	39,962	42,614	42,822
	2	40,306	40,540	40,775	41,008	44,712	44,920
	3	42,196	42,430	42,663	42,898	47,016	47,224
	4	44,290	44,523	44,757	44,991	49,237	49,445
	5	46,581	46,816	47,049	47,283	53,092	53,300
	6	49,114	49,348	49,583	49,816	56,026	56,234
	7	51,634	51,868	52,103	52,336	59,178	59,386
	8	54,557	54,793	55,026	55,261	62,529	62,717
	9	57,708	57,942	58,176	58,409	66,094	66,302
	10	61,060	61,294	61,528	61,763	69,864	70,073
	11					75,107	75,315
							75,835

Longevity--Ecorse Public Schools:

M-11-15	61,160	61,394	61,628	61,863	75,207	75,415	75,935
M-16	61,410	61,644	61,878	62,113	75,457	75,665	76,185
M-17	61,440	61,674	61,908	62,143	75,487	75,695	76,215
M-18	61,470	61,704	61,938	62,173	75,517	75,725	76,245
M-19	61,500	61,734	61,968	62,203	75,547	75,755	76,275
M-20	61,530	61,764	61,998	62,233	75,577	75,785	76,305
M-21	61,560	61,794	62,028	62,263	75,607	75,815	76,335
M-22	61,590	61,824	62,058	62,293	75,637	75,845	73,365
M-23	61,620	61,854	62,088	62,323	75,667	75,875	76,395
M-24	61,650	61,884	62,118	62,353	75,697	75,905	76,425
M-25	61,680	61,914	62,148	62,653	75,727	75,935	76,455
M-26	61,710	61,944	62,178	62,383	75,757	75,965	76,485
M-27	61,740	61,974	62,208	62,413	75,787	75,995	76,515
M-28	61,770	62,004	62,238	62,443	75,817	76,025	76,545
M-29	61,800	62,034	62,268	62,473	75,847	76,055	76,575
M-30	61,830	62,064	62,298	62,533	75,877	76,085	76,605
M-31	61,860	62,094	62,328	62,563	75,907	76,115	76,635
M-32	61,890	62,124	62,358	62,593	75,937	76,145	76,665
M-33	61,920	62,154	62,388	62,623	75,967	76,175	76,695
M-34	61,950	62,184	62,418	62,653	75,997	76,205	76,725
M-35	61,980	62,214	62,448	62,683	76,027	76,235	76,755
M-36	62,010	62,244	62,478	62,713	76,057	76,265	76,785
M-37	62,040	62,274	62,508	62,743	76,087	76,295	76,815
M-38	62,070	62,304	62,538	62,773	76,117	76,325	76,845
M-39	62,100	62,334	62,568	62,803	76,147	76,355	76,875
M-40	62,130	62,364	62,598	62,833	76,177	76,385	76,905

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN
HIRED BEFORE JULY, 2007
2010-2011 TEACHERS' SALARY SCHEDULE**

	B.A. <u>Degree</u>	B.A.+ <u>10 Hrs.</u>	B.A.+ <u>20 Hrs.</u>	B.A. + <u>30 Hrs.</u>	M.A. <u>Degree</u>	2 ND M.A <u>Ed.Sp.</u>	Doctorate <u>Degree</u>
Step	1	39,652	39,889	40,124	40,362	43,040	43,250
	2	40,709	40,945	41,183	41,418	45,159	45,369
	3	42,618	42,854	43,090	43,327	47,486	47,696
	4	44,733	44,968	45,205	45,441	49,729	49,939
	5	47,047	47,284	47,519	47,756	53,623	53,833
	6	49,605	49,841	50,079	50,314	56,586	56,796
	7	52,150	52,387	52,624	52,859	59,770	59,980
	8	55,103	55,341	55,576	55,814	63,154	63,658
	9	58,285	58,521	58,758	58,993	66,755	66,965
	10	61,671	61,907	62,143	62,381	70,563	71,124
	11					75,858	76,068
							76,593

Longevity--Ecorse Public Schools:

M-11-15	61,771	62,007	62,243	62,481	75,958	76,168	76,693
M-16	62,021	62,257	62,493	62,731	76,208	76,418	76,943
M-17	62,051	62,287	62,523	62,761	76,238	76,448	76,973
M-18	62,081	62,317	62,553	62,791	76,268	76,478	77,003
M-19	62,111	62,347	62,583	62,821	76,291	76,508	77,033
M-20	62,141	62,377	62,613	62,851	76,321	76,538	77,063
M-21	62,171	62,407	62,643	62,881	76,351	76,568	77,093
M-22	62,201	62,437	62,673	62,911	76,388	76,598	77,123
M-23	62,231	62,467	62,703	62,941	76,418	76,628	77,153
M-24	62,261	62,497	62,733	62,971	76,448	76,658	77,183
M-25	62,291	62,527	62,763	63,001	76,478	76,688	77,213
M-26	62,321	62,557	62,793	63,031	76,508	76,718	77,243
M-27	62,351	62,587	62,823	63,061	76,538	76,748	77,273
M-28	62,381	62,617	62,853	63,091	76,568	76,778	77,303
M-29	62,411	62,647	62,883	63,121	76,598	76,808	77,333
M-30	62,441	62,677	62,913	63,151	76,628	76,838	77,363
M-31	62,471	62,707	62,943	63,181	76,658	76,868	77,393
M-32	62,501	62,737	62,973	63,211	76,688	76,898	77,423
M-33	62,531	62,767	63,003	63,241	76,718	76,928	77,453
M-34	62,561	62,797	63,033	63,271	76,748	76,958	77,483
M-35	62,591	62,827	63,063	63,301	76,778	76,988	77,513
M-36	62,621	62,857	63,093	63,331	76,808	77,018	77,543
M-37	62,651	62,887	63,123	63,361	76,838	77,048	77,573
M-38	62,681	62,917	63,153	63,391	76,868	77,078	77,603
M-39	62,711	62,947	63,183	63,421	76,898	77,108	77,633
M-40	62,741	62,977	63,213	63,451	76,928	77,138	77,663

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN
HIRED AFTER JULY, 2007
2009-2010 TEACHERS' SALARY SCHEDULE**

		B.A. <u>Degree</u>	B.A.+ <u>10 Hrs.</u>	B.A.+ <u>20 Hrs.</u>	B.A. + <u>30 Hrs.</u>	M.A. <u>Degree</u>	2ND M.A Ed.Sp.	Doctorate <u>Degree</u>
Step	1	34,607	34,835	35,062	35,289	37,864	38,066	38,571
	2	35,623	35,851	36,078	36,305	39,900	40,102	40,607
	3	37,458	37,685	37,912	38,139	42,136	42,338	42,843
	4	39,490	39,717	39,944	40,171	44,292	44,494	44,999
	5	41,715	41,942	42,169	42,396	48,034	48,236	48,741
	6	44,173	44,400	44,628	44,855	50,882	51,084	51,589
	7	46,619	46,846	47,074	47,301	53,941	54,143	54,648
	8	49,457	49,685	49,912	50,139	57,195	57,397	57,902
	9	52,515	52,742	52,969	53,196	60,655	60,857	61,362
	10	55,769	55,996	56,223	56,451	64,315	64,517	65,022
	11					69,403	69,605	70,110

Longevity--Ecorse Public Schools:

M-11-15	55,869	56,096	56,323	56,551	69,503	69,705	70,210
M-16	56,119	56,346	56,573	56,801	69,753	69,955	70,460
M-17	56,149	56,376	56,603	56,831	69,783	69,985	70,490
M-18	56,179	56,406	56,633	56,861	69,813	70,015	70,520
M-19	56,209	56,436	56,663	56,891	69,843	70,045	70,550
M-20	56,239	56,466	56,693	56,921	69,873	70,075	70,580
M-21	56,269	56,496	56,723	56,951	69,903	70,105	70,610
M-22	56,299	56,526	56,753	56,981	69,933	70,135	70,640
M-23	56,329	56,556	56,783	57,011	69,963	70,165	70,670
M-24	56,359	56,586	56,813	57,041	69,993	70,195	70,700
M-25	56,389	56,616	56,843	57,071	70,023	70,225	70,730
M-26	56,419	56,646	56,873	57,101	70,053	70,255	70,760
M-27	56,449	56,676	56,903	57,131	70,083	70,285	70,790
M-28	56,479	56,706	56,933	57,161	70,113	70,315	70,820
M-29	56,509	56,736	56,963	57,191	70,143	70,345	70,850
M-30	56,539	56,766	56,993	57,221	70,173	70,375	70,880
M-31	56,569	56,796	57,023	57,251	70,203	70,405	70,910
M-32	56,599	56,826	57,053	57,281	70,233	70,435	70,940
M-33	56,629	56,856	57,083	57,311	70,263	70,465	70,970
M-34	56,659	56,886	57,113	57,341	70,293	70,495	71,000
M-35	56,689	56,916	57,143	57,371	70,323	70,525	71,030
M-36	56,719	56,946	57,173	57,401	70,353	70,555	71,060
M-37	56,749	56,976	57,203	57,431	70,383	70,585	71,090
M-38	56,779	57,006	57,233	57,461	70,413	70,615	71,120
M-39	56,809	57,036	57,263	57,491	70,443	70,645	71,150
M-40	56,839	57,066	57,293	57,521	70,473	70,675	71,180

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN
HIRED AFTER JULY, 2007
2010-2011 TEACHERS' SALARY SCHEDULE**

		B.A. <u>Degree</u>	B.A.+ <u>10 Hrs.</u>	B.A.+ <u>20 Hrs.</u>	B.A. + <u>30 Hrs.</u>	M.A. <u>Degree</u>	2ND M.A Ed.Sp.	Doctorate <u>Degree</u>
Step	1	34,953	35,183	35,413	35,642	38,243	38,447	38,957
	2	35,979	36,210	36,439	36,668	40,299	40,503	41,013
	3	37,833	38,062	38,291	38,520	42,557	42,761	43,271
	4	39,885	40,114	40,343	40,573	44,735	44,939	45,449
	5	42,132	42,361	42,591	42,820	48,514	48,718	49,228
	6	44,615	44,844	45,074	45,304	51,391	51,595	52,105
	7	47,085	47,314	47,545	47,774	54,480	54,684	55,194
	8	49,952	50,182	50,411	50,640	57,767	57,971	58,481
	9	53,040	53,269	53,499	53,728	61,262	61,466	61,976
	10	56,327	56,556	56,785	57,016	64,958	65,162	65,672
	11					70,097	70,301	70,811

Longevity--Ecorse Public Schools:

M-11-15	56,427	56,656	56,885	57,116	70,197	70,401	70,911
M-16	56,677	56,906	57,135	57,366	70,447	70,651	71,161
M-17	56,707	56,936	57,165	57,396	70,477	70,681	71,191
M-18	56,737	56,996	57,195	57,426	70,507	70,711	71,221
M-19	56,767	57,026	57,225	57,456	70,537	70,741	71,251
M-20	56,797	57,056	57,255	57,486	70,567	70,771	71,281
M-21	56,827	57,086	57,285	57,516	70,597	70,801	71,311
M-22	57,857	57,116	57,315	57,546	70,627	70,831	71,341
M-23	57,887	57,146	57,345	57,576	70,657	70,861	71,371
M-24	57,917	57,176	57,375	57,606	70,687	70,891	71,401
M-25	57,947	57,206	57,405	57,636	70,717	70,921	71,431
M-26	57,977	57,236	57,435	57,666	70,747	70,951	71,461
M-27	57,007	57,266	57,465	57,696	70,777	70,981	71,491
M-28	57,037	57,296	57,495	57,726	70,807	71,011	71,521
M-29	57,067	57,326	57,525	57,756	70,837	71,041	71,551
M-30	57,097	57,356	57,555	57,786	70,867	71,071	71,581
M-31	57,127	57,386	57,585	57,816	70,897	71,101	71,611
M-32	57,157	57,416	57,615	57,846	70,927	71,131	71,641
M-33	57,187	57,446	57,645	57,876	70,957	71,161	71,671
M-34	57,217	57,476	57,675	57,906	70,987	71,191	71,701
M-35	57,247	57,506	57,705	57,936	71,017	71,221	71,731
M-36	57,277	57,536	57,735	57,966	71,047	71,251	71,761
M-37	57,307	57,566	57,765	57,996	71,077	71,281	71,791
M-38	57,337	57,596	57,795	58,026	71,107	71,311	71,821
M-39	57,367	57,626	57,825	58,056	71,137	71,341	71,851
M-40	57,397	57,656	57,855	58,086	71,167	71,371	71,881

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. Thirty-five thousand dollars (\$35,000) term life insurance for the School Year 2009-2010/2010-2012. (See Section 12.7)
5. Sabbatical Leave -- not to exceed one school year at one-half salary with no medical or life insurance premiums paid by the Board. (See Section 12.9)
6. Extra-Curricular Pay according to schedule. (See Appendix "B")
7. Payment for school-sponsored Summer School, Adult Education, Driver Education, and Substitute Teaching according to schedule. (See Appendix "C")
8. One hundred and fifty dollars (\$150.00) for six approved credit hours beyond M.A. Degree according to Policy 4143.
9. Holidays and Vacation Days in accordance with the School Calendar. (See Appendix "D")
10. The Board will provide Optical Insurance benefits to a level of coverage commensurate with that provided by the Agreement for 1996-97.
11. The Board shall provide Dental Insurance in accordance with Section 12.6.

Hours Beyond the Bachelor's Degree (Semester Hours)

A teacher desiring to receive additional compensation for hours beyond the Bachelor's Degree shall file an official transcript with the Superintendent, which indicates that, the required 10, 20, or 30 hours beyond the Bachelor's Degree have been achieved. For the first ten hours the teacher will be paid for any graduate or undergraduate hours obtained subsequent to receiving the Bachelor's Degree.

In order to be placed on the Bachelor's Plus 20 hours or Bachelor's Plus 30, the teacher shall present proof of having matriculated in a college or university on a curriculum leading to the Master's Degree. If a teacher with Board approval wishes to undertake self-directed study not related to matriculation on a Master's Program, he shall qualify for additional compensation under the above paragraphs. (See Policy #4144)

Teachers' Salary Schedule (continued)

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

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

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

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

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

Salary Schedule: Doctorate Degree: See Appendix "A"

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

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

APPENDIX "B"
PAGE 1

EXTRA-CURRICULAR PAY SCHEDULE 2009-2010/2010-2011 SCHOOL YEARS

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

Extra Curricular Pay Schedule:

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

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

EXTRA TEACHING ASSIGNMENTS – RATE OF PAY
2009-2010/2010-2011 SCHOOL YEARS

	<u>Non-Degree</u>	<u>Degree</u>
Summer School	-----	\$25.00 per hour
Adult Education	\$14.00 per hour	\$20.00 per hour
Driver Education	-----	\$20.00 per hour
Emergency Substitute Teaching (Regular Staff doing emergency substitute work in High School)	-----	\$20.00 per hour
Funded Programs	-----	\$20.00 per hour

**ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN**

CALENDAR -- SCHOOL YEAR 2009-2010

September 8	Teacher's Meeting, 8:15 a.m. Record Day for Teachers
September 9	First Day for Students
September 30	Fourth Wednesday Count
October 2	Homecoming
October 13-29	MEAP Window
November 3	District-Wide School Improvement / Professional Development Day No School for Students
November 25	Last Day of School Before Thanksgiving Break
November 30	First Day of School After Thanksgiving Break
December 2	End of 1 st Trimester – Ecorse Community High School
December 3	A.M. – Half Day for Elementary Students P.M. – School Improvement for Elementary Teachers
December 3	A.M. – Records for High School P.M. – School Improvement for High School No School for High School Students
December 18	Last Day of School Before Winter Break
January 4	First Day of School After Winter Break
January 18	Martin L. King Day – No School
January 28	End of 1 st Semester for Elementary School and Hope Academy
January 29	Record Day for Elementary Teachers and Hope Academy No School for K-7 and Hope Academy
February 12	Last Day of School Before Mid-Winter Break Lincoln's Birthday
February 22	First Day of School After Mid-Winter Break Washington's Birthday
March 9-11	MME and ACT Testing
March 17	End of 2 nd Trimester – Ecorse High School
March 19	A.M. – Half Day for Elementary Students P.M. – School Improvement for Elementary Teachers
March 19	A.M. – Records for High School P.M. – School Improvement for High School No School for High School Students

March 23-25	MME Make-up
April 1	Last Day of School Before Spring Break
April 12	First Day of School After Spring Break
May 7	District-Wide School Improvement / Professional Development Day No School for Students
May 31	Memorial Day – No School
June 9	Graduation
June 17	Last Day of School
June 18	Record Day for Teachers

*Union guarantees as a minimum to meet the requirements of the State Department of Education with respect to the number of attendance days and total hours of student instruction.

**Ecorse Public Schools
Ecorse, MI 48229**

CALENDAR -- SCHOOL YEAR 2010-2011

September 1	Professional Development Day
September 6	Labor Day
September 7	Teacher's Meeting, 8:15 am Record Day for Students
September 29	Fourth Wednesday Count
October 12-28	MEAP
November 2	Professional Development Day
November 24	Last Day of School Before Thanksgiving Break
November 29	First Day of School After Thanksgiving Break
December 2	End of 1 st Trimester Ecorse Community High School
December 3	A.M. Records for High School – No Students P.M. School Improvement for High School – No Students A.M. ½ for Students at Bunche, Grandport, and Hope Academy P.M. School Improvement for Bunche, Grandport, and Hope Academy
December 17	Last Day for Students Before Winter Break
January 3	First Day of School After Winter Break
January 17	Martin Luther King Day – No School
January 25	End of 1 st Semester – Bunche, Grandport, Hope Academy
January 28	Record Day – No Students Bunche, Grandport, and Hope Academy
February 18	Last Day of School Before Mid-Winter Break
February 28	First Day of School After Mid-Winter Break
March 17	Last Day of Second Trimester
March 18	A.M. Staff Development – High School P.M. Record Day – High School No Students
April 15	Last Day of School Before Spring Break
April 26	First Day of School After Spring Break
May 6	Staff Development for Staff – No Students

May 30	Memorial Holiday – No School
June 8	Graduation
June 14	Last Day of School for Students
June 15	Record Day for Teachers

*Union guarantees as a minimum to meet the requirements of the State Department of Education with respect to the number of attendance days and total hours of student instruction.

CONDITIONS FOR EMPLOYMENT OF TEACHERS

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: Business Office
Ecorse Public Schools
Ecorse, MI 48229

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

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

- (*) My dues for membership in the Ecorse Federation of Teachers, Local 1425, AFT, AFL-CIO
- (*) My service to the Ecorse Federation of Teachers, Local 1425, AFT, AFL-CIO, in accordance with Article VI, paragraph C, of the "Agreement between Ecorse Board of Education and the Ecorse Federation of Teachers."

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

(Signature)

(Date)

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

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

It is hereby expressly understood and agreed by and between the Ecorse Federation of Teachers and the Ecorse Board of Education that the following agreements will pertain to Section 10.2.2 Reassignments and Transfers as found on pages 15 and 16 of the Agreement between the Ecorse Public Schools and the Ecorse Federation of Teachers. This Memorandum of Understanding more specifically relates to paragraph one on page 16 of the existing contract, which makes reference to teaching assignments and the equitable distribution of members of the teacher bargaining unit. It should further be added that all actions resultant 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-reference Article of the Agreement between the Board of Education and the Ecorse Federation of Teachers.
2. Both parties further agree all bargaining unit members, with the exception of the specific exclusions noted, will be included in determining the building racial ratio. Staff members whose responsibilities are district-wide in nature would be excluded from these calculations. As of this date, these positions include the psychologist, speech therapist, social worker and learning disability teacher/consultant. Due to unique certification qualifications, it is further agreed that a separate ratio will be calculated for elementary and secondary staff members.
3. In order to promote building staff ratios, which will reflect the general racial composition of the members of the bargaining unit, it is further agreed that the ratios in the individual building will be representative of the appropriate district ratio. Each building ratio may deviate by a factor of 15% from the related district ratio. Example: If the district-wide ratio of black elementary teachers is 60%, then the ratio of black teachers in any elementary building will be between 45% and 75%.
4. It is further agreed by both parties that teaching assignments would be made in a manner consistent with the above paragraph #3.
5. It is further agreed that the successful applicants for the four positions currently vacant at the Ecorse School Three will be notified. These individuals will be placed in their new assignments effective with the 1982-83 school year.

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

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

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN 48229

TEACHERS' PROBATIONARY CONTRACT

TO: _____ DATE: _____

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

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

Superintendent of Schools

TEACHERS' CONTRACT

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

ECORSE PUBLIC SCHOOLS

Superintendent of Schools

ACCEPTANCE

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

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

Home Address While Teaching

Teacher

Home Telephone While Teaching

Date

Permanent Address

Permanent Telephone

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

The Board and the Union recognize that athletics and extracurricular activities play a vital role in the growth and well-being of students. To this end, the Board's Athletic Committee, the Athletic Director and the Union on the eighth 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.

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

BOARD OF EDUCATION POLICY:

5142

SAFETY PROCEDURES IN CASE OF TORNADO

The following is the Board Policy concerning tornadoes. The policy was approved by the Board of Education in a regular meeting April 17, 1961.

Dear Parent:

Now that the tornado season is approaching, the Ecorse schools have adopted the following policy as a precaution for safety of the boys and girls in our schools. It is important that parents give the following announcement their careful attention. The schools will continue to hold periodic fire and tornado drills so that students will be trained to act instinctively without panic in the event of such an emergency.

The Weather Bureau, in attempting to clarify its weather reporting, uses two (2) terms whenever a tornado because a possibility. The terms are "Tornado Watch" and "Tornado Warning." The U.S. Weather Bureau has attempted to educate all television, radio, and police departments to use these whenever reporting tornado conditions.

"TORNADO WATCH"

The Weather Bureau will issue a "Tornado Watch" for an area when the weather conditions in the area are such that a tornado might easily form. Several hours usually elapse between the announcement of a "Tornado Watch" and the danger of a tornado. In case a "Tornado Watch" is issued for Ecorse, the Police Department will be notified at once. When they receive the notice of the "Tornado Watch," the police will notify the school immediately.

- A. When notified that a "Tornado Watch" exists, school authorities will immediately dismiss children and teachers from school. Children will be urged to go directly home. There may be times when a "Tornado Watch" is given for our area when no visible signs of storm are imminent. In this situation, we will have to rely on the accuracy of the U.S. Weather Bureau in its reporting. If school is resumed later in the day and children are returned, teachers will be responsible to report for duty.
- B. It is possible that a "Tornado Watch" might be declared when a parent is not at home. In the event that a parent is not at home, arrangements should be made for the children to go to the home of a neighbor.
- C. In the case that a "Tornado Watch" has been called for Ecorse, all functions scheduled for any of our schools will be canceled for the day. Remember, this applies to school parties, school plays, Boy Scout meetings, P.T.A. meetings, etc.

"TORNADO WARNING"

A "Tornado Warning" means that a tornado has been sighted in the area or is approaching the area. In case of a "Tornado Warning," the schools will be notified by the Police Department.

- A. When the notice of this "Tornado Warning" reaches the school, the children will be taken directly to the safest possible area in the school building and kept there until the "Tornado Warning" is lifted.
- B. It is imperative that parents realize that if a "Tornado Warning" is sounded immediately prior to the dismissal of school, the children will be kept in school until the "Tornado Warning" is lifted. A "Tornado Warning" is given only when a tornado has been sighted. It is important that we do not turn the children loose to run home at this time. The staff of the Ecorse Public Schools will do every thing possible to provide for the safety of the school children of Ecorse.

Adopted: Board of Education
 April 17, 1961
 July 1, 1970
Revised: June 25, 1973